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MASTER AGREEMENT

between the

SHEFFIELD-SHEFFIELD LAKE CITY SCHOOL DISTRICT BOARD OF EDUCATION

and the

SHEFFIELD-SHEFFIELD LAKE TEACHERS ASSOCIATION

July 1, 2024 through June 30, 2026

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ARTICLE I – RECOGNITION

A. The Board shall recognize the Sheffield-Sheffield Lake Teachers Association, an OEA/NEA affiliate, as the exclusive representative for the purposes of collective bargaining as defined in Chapter 4117 of the Ohio Revised Code. The bargaining unit shall include all full or part-time certified teaching staff, including all classroom teachers K-12, Special, Vocational, guidance counselors, librarians, full-time substitutes, long-term substitutes, psychologists, tutors, social workers, head teachers, athletic directors (if teacher), curriculum leaders, and other similar certified positions. Excluded from the bargaining unit are the Superintendent, Principals, Assistant Principals, Athletic Director (only if full-time supervisory and hired under administrative contract with §3319.02 O.R.C. certification), Special Education Supervisor and other administrative positions with certification covered under Sections §3319.01 or §3319.02 O.R.C. The Board agrees to inform the Association of available positions in Summer School and, if possible, Driver's Education.

B. Except as expressly delineated otherwise herein, the term "days" shall be counted as days on which the Administrative Center is open (as defined in the official school calendar) excluding Saturdays, Sundays, holidays, Christmas and spring break.

ARTICLE II – COLLECTIVE BARGAINING

A. The Sheffield-Sheffield Lake City School District Board of Education, hereinafter referred to as the "Board", recognizes the Sheffield-Sheffield Lake Teachers' Association (OEA/NEA), hereafter referred to as the "Association", as the sole and exclusive bargaining agent for all certified professional personnel in the School District eligible for membership in the Association.

B. Either the Association or the Board may initiate negotiations by letter of submission forwarded to the other party one-hundred twenty (120) days prior to expiration of the Agreement. Within ten (10) working days of transmittal of said submission letter, the parties shall schedule their first negotiation session. At any negotiation session, either party may be represented by no more than six (6) representatives and two (2) observers.

C. If, by sixty (60) calendar days after the first negotiation session, agreement has not been reached on all items of negotiation or if impasse has been declared, either party may call for the services of the Federal Mediation and Conciliation Service to assist in negotiations. If a party calls for mediation involvement, the other party shall join in a joint request.

D. The Association President and the negotiating team shall be granted release time to attend all mediation sessions if the mediator decides that they must be scheduled during the school day. The cost of this release time shall be borne by the Board.

E. The Board and the Association agree that the aforementioned Federal Mediation procedure shall supersede all other dispute settlement procedures contained in O.R.C. Section §4117.14. For the duration of the Agreement, the Association shall not engage in

a strike against the Board. The Board recognizes the right of the bargaining unit to strike after said Agreement expires and under O.R.C. Section §4117.14 provided that all proper notice has been given under this Section.

The Board and the Association may mutually agree to alternative forms of negotiations. Specific rules and procedures for alternative forms of negotiations must be developed and mutually agreed upon.

ARTICLE III – TEACHERS' RIGHTS

A. Orientation for New Teachers

The Board may require new teachers to report for a new teacher orientation day, in addition to the regular one hundred eighty-four (184) day teacher calendar. If a new teacher is required to report, the teacher shall be paid their pro-rated per diem rate.

B. Personnel Files

1. Each teacher shall have the right to examine and to obtain certified copies of all material contained in his/her personnel files with the exception of confidential references used in conjunction with and prior to his/her employment. The official personnel file is considered to be the file maintained in the central office. The building principal, assistant principal and the Director of Special Education/Pupil Services may maintain a separate file. These individuals shall not maintain material in their file that is not in the personnel file in the central office. The Administration shall be responsible for certifying that all material included in said files has been copied. The cost of the copies will be charged to the respective personnel. Only one (1) official personnel file shall be maintained for each teacher.

2. All teachers shall receive, at Board expense, a dated copy of all new material placed in their file (positive or negative). These copies shall provide space for the teacher's signed acknowledgement of receipt. The teacher shall have the right to rebut or provide written comments in response to any information in the file. A teacher shall be notified of any request to review the teacher's personnel file.

3. If an administrator files a deficiency report against the teacher, said administrator shall be responsible for indicating the necessary corrective action. The teacher may subsequently request that the administrator review his/her performance, and if the administrator believes that appropriate corrective action has been accomplished, the deficiency report shall be removed. Anonymous letters or material shall not be placed in a teacher's file, nor shall they be made a matter of record. Upon request of a teacher, the Superintendent may remove disciplinary documents from the teacher's personnel file after six (6) years, provided the teacher has not committed a new infraction within that time period.

4. The teacher shall be permitted to review the contents of the teacher's file at all reasonable times and may be accompanied by an Association representative.

C. Reimbursement for Itinerants

Itinerant teachers shall be compensated for travel between buildings at the IRS rate.

D. After Hour School Functions

With the exception of faculty meetings, the annual Open House, and parent/teacher conferences (as adopted by the school calendar), and two (2) school sponsored activities per school year during which the member is not compelled to supervise. Other teacher participation in after-hour functions shall be voluntary. Unless mutually agreed upon, Open House will be scheduled on or after the first teacher workday of the school year.

E. Use of Telephones

Teachers shall have the right to use phones prior to the start of school, at lunchtime and after school when phones are not being used for school business. Phones, with a list of emergency numbers available, shall be provided in a private place when teachers are in the building. The Board shall make provisions for staff members to receive emergency calls.

F. Complaints from Public

If accusations are made against any member of the certified staff by a member of the public, it is the responsibility of the Administration to investigate such charges. It is also the Administration's responsibility to protect the certified employee through the following procedural steps:

1. Prior to imposing discipline and/or concluding an investigation involving individuals other than administrative personnel, the certified employee shall be informed and given the opportunity to present his/her side.

2. Upon the initiation of the investigation, the accuser, the certified employee or the administrator may request a meeting of all parties involved. If any of the parties agree to meet, a meeting will be arranged at a time convenient to the attendance of those persons who agree to meet. A resume of the conference will be completed and forwarded to the Superintendent of Schools and the certified employee.

3. Upon completion of the investigation, if the administrator reduces his findings to writing, he shall submit them to the certified employee and allow an opportunity for a written rebuttal to be attached to all copies of this investigation report. If no written findings are issued, the matter shall be considered closed and no further reference to the matter shall ever be made.

4. If the certified employee is not satisfied with the written findings of the investigation, he/she shall have the right to appeal to, and have a conference with, the Superintendent.
5. If the certified employee is not satisfied with the results of the Superintendent's appeal, he/she will have the right to an appeal to, and a conference with, the Board of Education.

6. At each level of these meetings, the certified employee may be accompanied by legal counsel and/or representation of his/her choosing. These conferences shall be private.

7. Nothing in this procedure shall be construed to waive any rights conferred under O.R.C. Chapter 1347.

G. Policies of the Board of Education

The official policies of the Board shall be maintained on the School District's website. A copy of newly adopted or amended policies shall promptly be furnished to the Association.

H. Safe Working Conditions

1. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks, which endanger their health or safety. Any employee shall report such a condition to the Superintendent or his designee, who shall conduct an investigation and determine whether or not such a condition exists. The Superintendent or designee shall communicate the investigation findings to the reporting employee and Association President within five (5) workdays of such investigation being completed.

2. If the employee(s) disagree with the results of the Superintendent's investigation, then the employee(s) have the right to request through the Superintendent or designee who shall immediately call an outside agency of appropriate jurisdiction to determine whether unsafe or hazardous conditions exist. If this agency determines that unsafe or hazardous conditions exist, then the Superintendent shall take the appropriate action to assure the safety of all persons. Any employee affected by these unsafe or hazardous conditions shall be reimbursed and made whole for any loss in pay, benefits or leave days.

3. When buildings are closed because of emergencies, unsafe or hazardous conditions, employees shall suffer no loss in pay. On such days, campus drive and walk ways shall be safe and traversable before student or community activities commence. Employees shall not be required to make up the first eight (8) calamity days or hourly equivalent. Any calamity day(s) above eight (8) shall be made up at the discretion of the Superintendent. Teachers will not receive any additional compensation for make-up days. The Board may add school days, and corresponding employee workdays, or hours if necessary to meet Ohio minimum requirements for a school year.

4. Each building principal shall annually develop and communicate, before the first student day of the school year, to staff a written building safety plan that includes, at minimum, the following components:

   a. A building crisis and evacuation plan for emergencies, including procedures for each lockdown level
   b. A plan for use of internal communication infrastructure for daily building operations and emergencies.
   c. An ordered list of designated temporary building leaders in the event of building administrator absence.

5. Tonic-Clonic Seizure Plan

   A school nurse will conduct an in-depth training for bargaining unit volunteers that are willing to assist with a student experiencing a tonic-clonic seizure and to participate as part of a crisis response team. Such training shall include instruction on the administration of medication prescribed to students enrolled in the District. Upon completion of the training, the bargaining unit volunteers shall be awarded a certificate of completion from a school nurse, signed by the bargaining unit volunteer's principal and the Superintendent.

   Multiple staff members will take part in the training, including the District principals, assistant principals, Director of Special Education/Pupil Services, and bargaining unit volunteers. Only staff members who have received such training are authorized to administer to a student a medication prescribed for the student.

   The administering of medication to students shall be conducted in accordance with Sheffield-Sheffield Lake City School District Board Policy, specifically including, but not limited to the following:

   - 6.34: "Administering Medicine to Students"
   - 6.35: "Administering Medicine to Students (Use of Epinephrine Autoinjectors)"

   When a student experiences a tonic-clonic seizure, the Board and/or its designees shall follow these procedures:

   a. The staff member in direct supervision of the student experiencing the seizure shall identify the onset time of the seizure, call 911, and contact the administrative office of the school building for assistance. The office assistant shall immediately contact the school nurse and building crisis response team to assist the staff member. The office assistant shall next contact the parent, guardian or other person having charge of the student and request that he/she report to the student's school building.

   b. The staff member in direct supervision shall remove any obstacles near the student which may cause injury to the student while he/she is experiencing the seizure.

c. The student's seizure medication shall be procured by the nurse when he/she responds to the seizure. If the nurse is unavailable, the following staff members shall be contacted in the following order, until one of them is successfully reached: 1) assistant principal; 2) principal; and 3) Director of Special Education/Pupil Services. If none of these staff members can be contacted, a bargaining unit volunteer member of the crisis response team shall be contacted. The staff member first reached shall be considered the primary responder and shall procure and administer medication to the student, if necessary, in accordance with the student's prescription. Should paramedics arrive on the scene before the primary responder has administered medication to the student, the primary responder shall give the medication to the paramedics to administer.

d. If the parent, guardian, or other person having charge of the student experiencing the seizure is not present at the scene of the seizure and paramedics remove the student from the school building, a member of the crisis response team shall accompany the student to the hospital or his/her home.

e. Those staff members, including bargaining unit volunteers, who have been authorized under this policy and who administer the medication and who have a copy of the most recent statement required by O.R.C. Section §3313.713 prior to administering the drug, will not be liable for civil damages which may be incurred as a result of administering the drug, unless such person acts in a manner that constitutes gross negligence or wanton or reckless misconduct. Further, such persons and/or the activities of such persons pursuant to this policy will be added to the District's liability insurance policy.

5. Special Medical Needs of Students

If any student with special medical needs is assigned to a teacher's classroom, to the extent permitted by law, as soon as possible after the administration is made aware, the teacher shall be notified of the student's medical issues. A written plan detailing established protocol to accommodate the student's medical needs will be developed as soon as possible. The written plan shall include information regarding appropriate personnel to provide student medical care.

Except as established in Section 4 above, if a student with special medical needs is placed in a teacher's classroom, the teacher will not be required to, in routine, non-emergency situations, administer medication or perform medical or quasi-medical procedures (e.g. tube feeding, catherization, check blood sugar levels, etc.). If a student with life-threatening special needs is assigned to a teacher's classroom, the teacher will be provided adequate training by a licensed healthcare professional regarding emergency care. The District shall indemnify and hold harmless from any liability any teacher administering medical care when an emergency arises.

6. Other facility concerns should be addressed under Article IV, Section(s) F and/or J.

I. Staff Facilities

1. Each building will have a designated parking area for all teachers, with designated spaces for itinerant teachers.

2. Itinerant teachers will have a designated lockable place for storage and organization of personal and classroom materials.

3. For up to one (1) year following the birth of a child, all bargaining unit members who are expressing breast milk shall be granted a reasonable amount of time and private space to pump without loss of pay.

ARTICLE IV – ASSOCIATION RIGHTS AND PRIVILEGES

A. Use of School Buildings by the Association

The Association and its representatives will be afforded the professional courtesy of having access to the use of school buildings, when not in use, without cost for their meetings. "Building request forms" for building use will be submitted to the building principal for approval.

B. Use of Equipment

The Association shall have the right to use any of the school office machines, if not in use. The Association agrees to pay for any damages to said equipment resulting from the Association use. The Association shall provide all of its own supplies for use in conjunction with this equipment.

C. Bulletin Board Usage

Bulletin board space shall be made available in each building for the general use of the Association. Such space shall be located in an area readily accessible to and normally frequented by the teachers. Only those materials approved by the Association may be posted.

D. Mail Box Service

The Association shall be authorized to use the teachers' mailboxes and school e-mail accounts for the dispersal of Association material. A copy of material placed in these mailboxes for general distribution shall be given to the building administrator. Care should be given that mail or documents that include Social Security numbers, addresses, phone numbers or salary information be treated as private and confidential and handled in a discreet manner.

E. Use of Mail Carrier

The Association shall be authorized to use the Board's intradistrict mail service for the distribution of Association materials.

F. Time and Faculty Meetings

Representatives of the Association shall have the right to make announcements during the school faculty meetings at a place on the agenda designated by the building administrator. These announcements shall not interfere with the meeting agenda nor will the time of these announcements be counted in any time limits imposed upon meeting length.

The SSLTA building representatives shall discuss the agenda with the building principal prior to the faculty meeting.

G. School Board Agenda

For each Board meeting, the Association shall receive an advance copy of the agenda and all attachments pertaining to certified personnel and other District-wide issues except those of a confidential nature as determined by the Superintendent. Such agenda shall be sent to the Association by email at the same time it is sent to the Board. A representative of the Association shall be permitted to address the Board during the Board meeting prior to the Board's opening discussion to other representatives of the public, not to exceed ten (10) minutes. The Board will email minutes of Board meetings to the Association after approval of the minutes.

H. New Teacher Orientation

The Association shall have the opportunity to participate in the opening in-service day including speakers for the sole purpose of greeting new faculty members and informing them of the opportunities available to them through joining their professional association.

I. Continuing Membership

1. When a teacher's Association membership continues automatically from year to year, the Treasurer shall honor a single written authorization from that teacher for payroll deduction of professional dues, unless and until that authorization is revoked by the teacher, in writing, prior to October 1, of a given membership year.

2. On or before October 1st of each school year, the Association shall provide the Treasurer with an alphabetized list of members and amounts per person with signed authorization forms attached, for new members and non-continuing members. Payroll deductions for dues in the Association shall be made in at least twenty (20) consecutive equal payments. This arrangement may be changed upon mutual and written agreement of the parties.

3. In the event an employee severs employment or cancels their membership outside of the cancellation period defined in Item 1 above, the District Treasurer shall deduct all owed and remaining dues from the employee's next check immediately following such notification.

J. Joint Administrative/Association Meetings

A Labor-Management Committee (LMC) shall be established for the express purpose of discussing concerns of either party. At the start of each school year the SSLTA President, or designee and the Superintendent or designee shall establish a schedule of monthly LMC meetings. Additional meetings may be scheduled at the request of either party.

The LMC shall consist of the SSLTA President or designee and two (2) SSLTA members, appointed by the SSLTA President and two (2) administrators, appointed by the Superintendent, and the Superintendent or designee.
The SSLTA President or designee and the Superintendent or designee shall jointly prepare a tentative agenda for each meeting. These meetings shall not be utilized for purposes of negotiations nor the adjudication of grievances. Prior to placement on the agenda, an issue affecting one specific building must first be discussed with the building principal in an effort to resolve the issue.

The SSLTA President and Superintendent shall be permanent members of the LMC. Either party may have individuals in attendance at the meetings as consultants and/or experts for specific topics under discussion.

Minutes of each LMC meeting shall be prepared, approved by the LMC and shall be made available to all administrators, Board of Education members, and bargaining unit members. If a scheduled meeting is postponed, such meeting shall be scheduled within five (5) school days of the original date, except in the case of calamity days.

K. No Reprisals

There will be no reprisals of any kind taken against any teacher by reason of his/her membership in the Association or participation in any of its legal activities.

L. Right of Access for Association President or Designee

Duly authorized representatives of the Association and its affiliates may transact Association business on the Board's property any time before, after, or during the regular work day; provided that such business shall not interfere with the assigned duties of the employee.

M. Printing and Providing Copies of the Agreement

The Administration will provide this Agreement in electronic format to all professional staff members at the time of this Agreement, or at the time of employment, whichever shall occur later.

N. Fair Share Fee

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

1. The Board agrees to automatic payroll deduction, as a condition of employment, of a fair share fee amount as designated by the Association from all bargaining unit members who elect not to become members of the Association, or who elect not to remain members.

2. The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the check-off of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual membership dues less the amount previously paid through payroll deduction.

3. Payroll deduction of such fair share fee shall commence with the first payroll on or after January 15th of each school year.

4. Dues rates and fair share fee rates shall be transmitted by the Association to the Treasurer of the Board for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

5. The Board further agrees to accompany each such transmittal with a list of names of bargaining unit members for whom all such deductions were made, the period covered, and the amounts deducted for each.

6. Upon timely demand, non-members may appeal to the Association the payment of the fair share fee pursuant to the internal rebate procedure adopted by the Association, or such non-members may submit each appeal as provided by law.

7. The amount to be deducted from the pay of all non-Association members shall be the total dues as paid by members of the Association, and such deductions shall continue through the remaining number of payroll periods over which Association membership dues are deducted.

8. The Association agrees to indemnify the Board for any cost of liability incurred as a result of the implementation and enforcement of this provision provided that:

    a. The Board shall give a ten (10) day written notice of any claim or action

filed against the employer by a non-member for which indemnification may be claimed;

b. The Association shall reserve the right to designate counsel to represent and defend the employer;

c. The Board agrees to 1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, 2) permit the Association or its affiliates to intervene as a party if it so desires, and/or 3) not oppose the Association or its affiliates' application to file an *amicus curiae* brief in the action;

d. The action brought against the Board must be a direct consequence of the Board's good faith compliance with the fair share fee provision of the collective bargaining Agreement herein; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

9. The above fair share fee provisions shall be an exclusive right of the Association not granted to any other employee organization seeking to represent employees in the bargaining unit represented by the Association.

10. The Association and its state and national affiliates shall amend their internal rebate procedures to comply with the constitutional requirements of the current law and any subsequent decisions of a court of competent jurisdiction.

O. Release Time for President

1. Upon sixty (60) calendar days notice to the Board, the Association shall be granted, upon request, released time for the Association President for one (1) period of his/her school day to conduct Association business. As a condition of the granting of this released time, the Association shall reimburse the Board on a monthly basis for a prorated portion of the salary and retirement of the Association President. The scheduling of the released time shall be upon mutual agreement of the Association President and his/her building principal.

2. The President of the Association shall accrue all rights and privileges provided by this Agreement. At the commencement of the semester following the expiration of the released time, the President of the Association will be returned to the same position held prior to the commencing of released time.

P. Use of the Buildings Public Address System

Representatives of the Association shall have the right to make announcements over the building public address system, outside of the student day.

Q. Teacher Professional Organization (TPO)

1. Consistent with Rule 3307-6-01 of the Ohio Administrative Code and upon written request from the SSLTA President, the Board will pay a stipend to the Association President, Vice President, Secretary and Treasurer. The SSLTA Treasurer shall provide the amounts for these stipends to the District Treasurer no later than April 15. Set amounts shall be transmitted to the employee no later than June 1.
2. The Association shall certify the stipend amounts to the Board's Treasurer, which can in no event exceed the maximum allowed by Rule 3307-6-01.

3. The Board shall deduct/withhold all applicable federal, state, and city income tax, from said stipends.

    3. Payment - The total cost of the State Teacher Retirement System (STRS) contributions shall be deducted from the stipend amounts. The SSLTA shall promptly and fully reimburse the Board for the complete cost of the stipends, including the Board's share of payments to STRS and Medicare.

ARTICLE V – EMPLOYMENT PRACTICES

A. Teaching Assignment and Transfer

While the authority to assign or reassign teachers is, by law, vested in the Superintendent, it is recognized that a given assignment may be voluntary or involuntary in nature. A teacher who is reassigned will, upon request, have the opportunity for a conference with the Superintendent. Should the teacher request to be released from his/her contract, that request will be honored.

1. Assignment/Salary Notice

Prior to the end of the school year, each teacher will receive his/her tentative building and/or grade level assignment for the next school year from the building Principal.

2. Vacancy and Voluntary Transfer

a. A vacancy shall be defined as a new bargaining unit position created by the Board or one which will be open for sixty (60) days or longer as a result of promotion, resignation (if two (2) weeks written notice has been provided), termination, non-renewal, death and/or retirement, that the Superintendent intends to fill**.**

b. Posting of Vacancies

All vacant or newly created positions, including supplementary assignments, shall be posted for a period of not less than ten (10) working days prior to Board action, during the school year only. Openings shall be posted in a prominent place, frequented by teachers, in each building.

A copy of all vacancy postings will be forwarded to the President of the Association. All posting requirements may be waived or rescinded due to time constraints if mutually agreed upon by the Superintendent and the President of the Association.

During summer months, should the Superintendent be unable to reach the Association President via telephone and email for mutual agreement to waive or rescind posting requirements, the Superintendent may post the position. If requested, a copy of the sent email notification shall be provided to the Association President.

c. Application Procedures

All members of the bargaining unit shall have the opportunity to apply, and be considered for posted, vacant or newly created positions. Individuals who wish to be considered for a vacancy must formally apply, in writing, by the application deadline. Written notification must be made within ten (10) days of receipt of notification (or adjusted timelines) if not a summer posting.

During the summer, all members of the bargaining unit will be notified of vacancies by email. Members of the bargaining unit who are interested in the position must apply within five (5) days of the date of the email.

If a position becomes vacant at any point between ten (10) days prior to the first student day through the rest of the school year, the Superintendent may instead employ a long term substitute to staff the position for the remainder of that school year. The position shall be posted pursuant to Article V, A2 prior to the following school year.

d. District-Wide Seniority

Factors such as certification, educational background, previous experience within the teaching area of the vacancy, competency (as measured by the District's evaluation procedure) and the educational needs of the school system will be considered. If all other factors are essentially equal, then system-wide seniority will be the determining factor in awarding the instructional assignment. Upon request, a member of the bargaining unit shall be given specific written reasons as to the factors affecting the filling of a vacancy for which he/she applied.

3. Involuntary Transfer

a. If, due to a reduction in force, it becomes necessary to transfer a teacher from one assignment to another, that transfer will first be made on a voluntary basis. If a properly certified volunteer is not available, then District-wide seniority within the grade level or special area will be used as the basis of the transfer.

b. Involuntary transfers for any reason other than a RIF shall be limited to two (2) teachers per school year.

c. A teacher, who is involuntarily transferred, regardless of the reason, will continue to have the right to apply for new or vacant positions as they occur. A teacher who is transferred because a position was closed may request to return to that position should it reopen.

d. Teachers will not be involuntarily transferred from one position to another without first having an opportunity for a conference with the Superintendent, and being notified in writing at the earliest possible time before the effective date of the transfer.

e. Teachers who are involuntarily transferred may be excused from the first in-service day upon approval of the Superintendent.

4. Bureau of Criminal Investigation Records

In order for a teacher applicant to be employed by the Sheffield-Sheffield Lake School District such applicant must first receive a satisfactory criminal records check in accordance with the requirements set forth in the Ohio Revised Code. For the time period allowed by law or until the criminal records check is received, the Board may employ a substitute teacher in a vacancy and it shall be considered tentatively filled by the teaching applicant.

B. Assignment of Supplemental Contracts

1. By April 30th of each calendar year, the administrative office shall send teacher intent forms, which shall provide an area for teachers to indicate their desire to be considered for specific supplemental contracts(s), which shall be issued for duties in addition to regular teaching duties. When the Board updates a listing of supplemental contracts/assignments, a copy shall be given to the Association.

2. Notification of any vacancy for supplemental contracts shall be posted in all school buildings, sent to all Association members' District e-mail accounts, and sent to those teachers who have indicated on their intent forms, their desire to be considered for that supplemental contract. The notification shall include the qualifications and compensation for the position.

3. Such notification shall be posted for at least ten (10) days prior to the Board acting to fill said vacancy (unless adjusted by mutual agreement).

4. Formal application must be made by the teacher within the ten (10) days of the written notification having been sent. All teachers shall receive a listing of all unfilled supplemental positions in their summer paychecks, and in their District e-mail accounts, and new teachers at the time of their employment.

5. After the creation of a new supplemental position, the Supplemental Contract Committee shall meet to discuss job description and salary.

6. An effort shall be made to assign people to supplemental contracts which occur in the same buildings as their regular teaching assignment. However, this shall be the least important consideration for assignment.

7. No certified personnel shall be terminated, non-renewed, reduced in rank or denied other supplemental positions for refusing to accept (a) specific supplemental assignment(s).

8. The Board shall provide to the teacher written notice of its intent to non-renew the teacher's supplemental contract ten (10) days prior to the Board's action to non-renew the contract. Failure of the Board to provide timely notice of its intent to non-renew or to act in a timely manner on the non-renewal of a supplementary contract shall result in the automatic renewal of the contract. Contracts shall be non-renewed by April 30 except spring supplemental contracts, which shall be non-renewed by June 30. Spring supplementals will include: Drama, Baseball, Softball and Track.

   A teacher's performance in a supplemental position shall not have an adverse impact on the teacher's performance evaluation in his/her regular position.

9. The Board shall have the authority to create and/or alter positions under this Article. If a new position is created and/or altered, the Board shall negotiate with the SSLTA covering the rate of compensation.

10. The Board has the right to determine which supplementary positions need to be filled.

11. All supplemental contracts held by individuals not employed as bargaining unit members and all supplemental contracts whose duties are not completed by April 30th shall expire on the date listed on the contract, but the supplemental contracts of non-certified persons may be re-offered to them without first offering the contracts to licensed teachers inside or outside of the District.

12. All evaluations for supplemental contract duties shall be completed by a current administrator with supervisory duties over the supplemental duties and shall utilize the form in Appendix J. Supplemental contract holders shall receive completed evaluations within four (4) weeks of the last contest or activity.

13. Supplemental Contract Committee

a. The Supplemental Contract Committee's purpose is to study and review issues related to supplemental positions and to recommend changes for consideration by the Board and Association.

b. The membership of this committee shall include four (4) teachers and up to four (4) Administrators, unless mutually agreed to otherwise.

c. The committee will be co-chaired by one (1) Administrator and one (1) representative of the Association. The committee shall meet at least five (5) times per school year.

d. Members of the committee shall receive one (1) day of compensatory time which may be taken as a release day in one-half (½) day increments which can be taken at the members' discretion or at the District Committee hourly rate.

C. Continuing Contracts

1. Teachers eligible for continuing service status shall be those teachers qualified pursuant Ohio Revised Code 3319.08. Continuing contacts status may be granted to the following:

a. Any teacher holding a professional, permanent or life teacher's certificate;

b. Any teacher who meets the following qualifications (for teachers initially issued a teacher's certificate or educator license prior to January 1, 2011):

i. The teacher holds a professional educator license issued under Section §3319.22 or §3319.222 or former Section §3319.22 of the Revised Code or a senior professional educator license or lead professional educator license issued under Section §3319.22 of the Revised Code;

ii. If the teacher did not hold a master's degree at the time of initially receiving a teacher's certificate under former law or an educator license, thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the state board of education shall adopt;

iii. If the teacher held a master's degree at the time of initially receiving a teacher's certificate under former law or an educator license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the state board shall adopt;

c. Any teacher who meets the following qualifications (for teachers initially issued an educator license on or after January 1, 2011):

i. The teacher holds a professional educator license, senior professional educator license or lead professional educator license issued under Section §3319.22 of the Revised Code;

ii. The teacher has held an educator license for at least seven (7) years;

iii. If the teacher did not hold a master's degree at the time of initially receiving a teacher's certificate under former law or an educator license, thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the state board of education shall adopt;

iv. If the teacher held a master's degree at the time of initially receiving a teacher's certificate under former law or an educator license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the state board shall adopt.

2. The teacher is required to notify the Superintendent's office by October 1 that they will be eligible for a continuing contract at the end of the school year. If the teacher does not notify the Superintendent's office, the teacher will have to wait another school year to be eligible.

3. Should a teacher attain certification/licensure and education eligibility requirements for continuing service status for a school year prior to the last year of his/her multi-year limited contract, then he/she may exercise the option of applying for continuing service status. Such a teacher who exercises this option must give written notification to his/her building principal no later than September 15 in the year of requesting the continuing service status. Whether to award a continuing contract prior to the conclusion of a multi-year contract shall be at the Superintendent's and Board's discretion.

4. Such a teacher is presumed to have accepted employment under such continuing contract unless he notifies the Board in writing to the contrary on or before the first day of June, and a continuing contract shall be executed accordingly.

5. Nothing in this Section shall restrict the right of a teacher to submit a resignation on or before July 10th, and have the written resignation accepted by the Board.

D. Limited Contracts

The guideline for the length of year recommended for re-employment of limited contract teachers (not eligible for tenure) is as follows:

1. Teachers with less than three (3) years experience in the Sheffield-Sheffield Lake School System will receive a maximum of one (1) year re-employment.

2. Teachers with satisfactory evaluations and minimum of three (3) years successful performance in the Sheffield-Sheffield Lake School System will receive up to a two (2) year limited contract.

3. Nothing in the foregoing section shall be construed to limit the Board from deviating from such guidelines or placing any restrictions upon them to employ any individual for any period of time.

E. Job Sharing

1. Eligibility

Members of the bargaining unit will be eligible to job share provided they hold appropriate certification for the position, and a mutually agreed upon and an administratively approved job sharing plan is in place. Teachers who wish to job share must hold the appropriate certification for that grade level or subject area. They should also have at least three (3) years of teaching experience with the Sheffield-Sheffield Lake City Schools. The building administrator(s) must approve the job share plan. Logistics and workability of the job share position needs to be considered in the plan. Those teachers who wish to job share must submit the plan to their administrator(s) by March 1st. Within ten (10) working days, the administrator(s) must communicate to the job share teachers if the plan is satisfactory. If the administrator(s) reject the plan, specific recommendations must be given to improve it. If revisions must be made, the job share teachers will have until April 1st to submit the final plan. An extension until April 15th may be given if both job share teachers and the administrator(s) mutually agree that the plan can be revised. If April 15th falls within spring break, the final plan must be submitted on the first Monday following break. The job share plan is to be submitted to the Superintendent by May 1st.

2. Salary and Fringe Benefits

Job sharing teachers will receive a prorated portion of the salary they would be eligible to receive if they were working full time. Such teachers may elect to purchase health and life insurance through the Board's group plans, with the Board paying fifty percent (50%) of each job sharing teacher's health insurance premiums.

3. Sick Leave/Personal Leave

A job sharing teacher will be permitted to carry forward any previously accrued but unused sick leave. New sick leave and personal leave would, however, be earned and used on a prorated basis for the hours actually worked.

4. Duty Free Lunch Period/Planning Time

Duty Free lunch and planning time will be determined on an individual basis in cooperation with the building administrator(s) and job share teachers. In order to assure adequate instructional time, planning time will be divided as evenly as possible. This will be included in the plan.

5. Non-Teaching Duties

Non-teaching duties will be determined in conjunction with the building administrator(s) and job share teachers. The duty schedule will be proportional to the length of the teaching day. This will be included in the plan.

6. Communications

A communication plan between the job share teachers, the job share teachers and administrators, and the job share teachers and the parents will be developed. The plan must specify that parent communications will be noted in a conference log. Job share teachers will keep abreast of District and building policies, procedures, and events. Job share teachers will be expected to attend all parent/teacher conferences scheduled on the District's regular parent/teacher conference days. They will be required to meet all District in-service requirements including attending an in-service program for the entire day. Both teachers will attend class field trips.

The teachers shall jointly complete interim reports and report cards. Meetings with parents will be mutually agreed upon and both job share teachers will attend. Job share teachers will meet with parents at a general meeting held before the beginning of the school year to explain the plan.

7. Seniority/Continuing Contracts

a. Job sharing teachers, unless initially employed as a part-time teacher to complete a job sharing team, will be considered to be on partial leave of absence from the school system. Such teachers will, therefore, maintain their seniority and/or continuing contract status.

b. For seniority purposes, all regular contract (not long-term substitute) teachers employed in a job share position will receive a half-year of school District service credit. They will be considered less senior to any full-time teacher. Further, they will not be eligible for a continuing contract until they work at least two (2) years for the District on a full-time basis and

meet the requirements of O.R.C. Section §3319.11.

8. Reinstatement to Full-Time Service

Job sharing teachers may request to return to full-time service and will be assigned to full-time vacancies as they may occur. One (1) or both members of the job sharing team may be required to return to full-time service due to reduction-in-force, lack of a partner, failure of the plan, educational needs of the District, etc.

F. Part-Time Teachers

1. Definition

A "part-time" teacher is a member of the bargaining unit represented by the Association who is regularly employed by the Board for less than thirty (30) hours per week.

2. Eligibility

Teachers who hold an appropriate teaching certificate will be eligible to be a part-time teacher.

3. Salary and Fringe Benefits

Part-time teachers will receive a prorated portion of the salary they would be eligible to receive if they were working full-time, pursuant to state minimum standards and the Master Agreement. This pro-ration shall be calculated as follows:

a. A part-time high school teacher shall receive pay based on the following formula: classes and assignments divided by the total class periods.

b. A part-time middle school teacher shall receive one-sixth (1/6) of his/her appropriate salary schedule placement for each period assigned instruction and/or duty.

c. An elementary part-time teacher shall be paid a percentage of his/her appropriate salary schedule placement calculated by dividing his/her assigned instruction and/or duty minutes by three hundred forty-five (345) minutes (i.e., the total elementary instructional time).

d. Such teachers may elect to purchase health and life insurance through the Board's group plans with the Board paying a prorated amount of each part-time teacher's insurance premiums, not to be less than fifty percent (50%). Pro-ration for insurance purposes shall be identical to pro-ration for salary.

4. Sick Leave/Personal Leave

Sick leave and personal leave will be earned at the prorated portion of a full-time teacher's sick leave and personal leave benefits.

5. Non-Teaching Duties

Part-time teachers may be assigned non-teaching duties proportionate to full-time teachers.

6. Seniority/Continuing Contract

Individuals initially employed as a part-time teacher will gain seniority; however, they will be considered less senior to any full-time teacher. Such teachers, as long as they remain part-time, will not be eligible for a continuing contract. Further, they will not be eligible for a continuing contract status until they work for at least two (2) years for the District on a full-time basis and meet the requirements of O.R.C. Section §3319.11.

7. Establishment of Full-Time Service

Part-time teachers may request a position to full-time service by requesting a voluntary transfer pursuant to Article V, Section A (2) of the current Master Agreement. Part-time teachers may be required to work up to full-time service based upon the education needs of the District upon a two (2) week prior written notice.

8. Substituting

Part-time teachers who voluntarily substitute shall be paid in accordance with Article XII, Section B (4) of the Master Agreement. If substituting for itinerant teachers who travel, mileage will be paid at the IRS rate.

G. Tutors

1. Teaching Assignments and Transfer

Assignment and transfer of tutors will not be subject to the provisions in Article V.A.

2. Issuance of Contracts

Tutors shall be considered for limited contracts of one (1) year, the provisions in Article V.D notwithstanding. Tutors shall have no expectation of continued employment beyond the length of their contract, and said tutor contract shall automatically expire at the conclusion of their contract without further action by the Board, including nonrenewal of their contract.

3. Planning Time

Tutors shall receive a minimum of thirty (30) minutes of daily time for planning and preparation.

4. Lunch

Tutors shall receive paid duty-free lunch time in accordance with the Master Agreement.

5. Extra Duties

Tutors shall be compensated at the tutor hourly rate for extra duties performed beyond their normal hourly day.

H. Experimental Programs

The Association and the Board agree to promote improved student achievement through innovative experimental programs and assessment strategies. The intent of this Section is to promote educational creativity and student learning, not to displace current programs or staff assignments. The Board of Education and the Sheffield-Sheffield Lake Teachers Association further agree to waive only those sections of the Agreement that may come into conflict with experimental programs and assessment strategies. Teachers who agree to develop and implement programs and assessment strategies that impact the negotiated Agreement for a school year or a part of a school year must obtain the acknowledgement of the Superintendent and the SSLTA Executive Committee before being implemented. Teachers and administrators who agree to develop and implement innovative experimental programs for a school year commitment or any part of a school year must obtain prior acknowledgement from the building Administration, Superintendent and the SSLTA Executive Committee and shall release the Board, Administration and Sheffield-Sheffield Lake Teachers Association from the enforcement of the Agreement provision waived through their written consent. The Board and the SSLTA shall keep the waiver on file. Should the Sheffield Lake Teachers Association Executive Committee or the Superintendent decline approval, a rationale for such a decision shall be placed in writing.

ARTICLE VI – LEAVES OF ABSENCE

A. Sick Leave

1. Each certified employee shall be entitled to fifteen (15) days of sick leave for each year under contract. These days shall be earned at the rate of one and one fourth (1 ¼) days per month and shall be cumulative. Sick leave, upon approval of the responsible administrative officer of the District, may be used for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others and for family injuries, hospital confinement and/or death in the immediate family. Immediate family is interpreted to include father,

mother, brother, sister, husband, wife, child, grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, stepchildren, stepparents, step-siblings, and in those cases where a dependent relationship exists and the person resides in the same household as the employee. In the case of death this definition shall be expanded to include the "immediate family" of the spouse. Part-time seasonal, intermittent, per diem or hourly service employees shall be entitled to sick leave for the time actually worked at the same rate as that granted like full-time employees. Sick leave may be used in one-half or full-day increments.

2. Five (5) sick leave days shall be advanced to each teacher annually. This advanced sick leave shall be charged against the teacher's accumulative sick leave.

3. When an emergency arises and a teacher must leave school, the time absent from school shall be counted against the teacher's sick leave in one half (½) day units.

4. In cases of illness or death in the immediate family, the teacher shall have the option of using sick leave or personal leave.

5. The Superintendent has the right to require documentation after five (5) consecutive days of sick leave used by the employee for the employee's own personal illness.

6. Once per school year, teachers shall have the option of using two (2) sick days for one (1) day of bereavement leave for any individual not included within the definition of immediate family as defined above in Section 1.

B. Sick Leave Pool

1. Once a teacher exhausts all of his/her accumulated sick, accrued, personal and comp leave, because of a catastrophic accident, injury, illness, or chronic condition, or because he/she in in his/her first three (3) years of employment in the district, he/she may apply for additional sick leave days as described in this provision. This provision applies to, and can only be used for, current actively employed teachers or the employee's spouse, child, and in those cases where a dependent relationship exists and the person resides in the same household as the employee.

2. To qualify for such additional leave a teacher must do the following:

   a. Exhaust all available paid leave (i.e., sick, accrued, personal and comp);

   b. Exhaustion of regular leaves must have been due to absence resulting from a teacher's, or their spouse's or child's (or in those cases where a dependent relationship exists and the person resides in the same household as the employee) catastrophic accident, injury, illness or chronic condition.

c. Provide to the Board, if requested and as permitted by law, documentation from the provider of health services a statement of a real threat of life and/or terminal illness for which the teacher or teacher's spouse or child (or in those cases where a dependent relationship exists and the person resides in the same household as the employee) is absent from work;

d. Provide to the Superintendent a certification from the treating physician that the leave is for a catastrophic accident, injury, illness or chronic condition, if requested.

3. The donor, at his/her discretion, may designate the recipient of his/her donation as per provisions of this sick leave pool (Article VI, Section B).

4. There shall be a limitation on the transfer of days to a recipient or from a donor as listed below:

a. A recipient from the general pool shall be limited to receiving twenty (20) days of additional leave per contractual year.

i. Days received shall be limited to the cap above or the days available in the pool, whichever is less.

b. No more than forty (40) days may be donated directly to a recipient per school year, unless authorized for additional days by the Superintendent.

c. A donor of days to the pool has the following limitations:

i. The donor must have a minimum of twenty (20) accumulated sick leave days before he/she can contribute.

ii. The donor can contribute no more than ten (10) days per school year.

iii. Days donated cannot be returned to the donor once he/she has donated them.

d. There shall be a cap of twenty (20) days available in the pool by doing the following:

i. At the beginning of each school year teachers will be asked to contribute to the general pool until September 30. Donations to a specific recipient may occur throughout the year, in accordance with the provisions of the sick leave pool (Article VI, Section B).

ii. If during the school year the number of available pool days is reduced to ten (10) days, a notice shall immediately be sent to all teachers to allow them to contribute more days. The time to

contribute shall close ten (10) work days after the notice of the need to replenish days was sent.

iii. Twenty (20) days left in the pool from the previous school year shall remain in the general pool for the subsequent school year.

C. Military Leave

1. If a teacher is a member of the Ohio National Guard, or any other reserve component of the United States Armed Forces, and is called for temporary active duty, he/she is entitled to a leave with full pay for the period or periods not to exceed thirty-one (31) days per contract year, but said person will not accumulate sick leave or vacation leave during this period in accordance with O.R.C. Section §5923.05.

2. If the teacher is involuntarily ordered to extend active duty in the military service, the teacher shall be granted military leave without salary for the duration of such service. Upon release from the military and upon application, the teacher shall be re-employed at the start of the next school semester, if such application is made not less than thirty (30) days prior to the start of the next school semester. The Board may waive the thirty (30) day requirement.

3. Persons employed to replace an employee on military leave must be employed with this understanding.

D. Professional Leave

1. Professional leave is that leave granted to a teacher to attend a conference, workshop or other professional meeting which may contribute to the teacher's professional growth. Teachers have the right to visit another school system or other classes within the Sheffield-Sheffield Lake System under this leave.

2. The teacher shall submit a request for professional leave on the appropriate form to the Superintendent's office no less than ten (10) days before the date of the requested leave. The Superintendent or his appointed designee shall notify the teacher, in writing, of the decision on the requested leave within two (2) days after receiving and considering the request.

3. Under extenuating circumstances, the ten (10) day period may be waived by the Superintendent.
4. Day for the purposes of this provision shall be those days when the Board office is open and staffed.

E. Religious Leave

If, because of religious conviction or membership, a teacher desires to celebrate a holiday on some day other than those dates designated on the school calendar, the teacher may apply for a day of personal leave.

F. Personal Leave

1. All certified teachers shall be granted three (3) days of personal leave. These days shall be non-accumulative and shall be granted for personal business that cannot be scheduled outside the regular school day, and shall not be used to extend the vacation period, excepting in extenuating circumstances as approved by the Superintendent or his designee. Personal leave may be used in one-half or full-day increments. The personal leave provision of this Agreement shall be applicable to teacher year as opposed to calendar year.

2. An employee statement to this effect shall be considered sufficient to warrant granting of personal leave. Notification must be given of the teacher's intent to use personal leave three (3) days prior to the beginning of the leave.

3. When an emergency arises, the three (3) days notice requirement shall be waived for the first such request provided that such request is made one (1) hour prior to the normal employee starting time. For subsequent emergencies, the three (3) days' notice requirement may be waived by the Superintendent of Schools, or if he cannot be reached, by the building principal. In all instances, a teacher must make such a request and receive the waiver prior to any absence.

4. Falsification of personal leave shall be considered reason for termination of contract.

5. The Superintendent in the event of extenuating circumstances may grant additional days of personal leave.

6. Personal leave shall not be used to work at another job.

G. Parental Leave

Any employee who is requesting parental leave for birth, surrogacy or adoption shall be at their request and on the conditions set forth below, granted leave of absence without pay.

1. Leave Rights

The parental leave shall begin at any time between a) the commencement of pregnancy or, in the event of adoption, the receipt of custody; and b) six (6) months after the child is born or adopted. Such leave shall be for any period up to one (1) school year, but shall be extended for up to one (1) additional school year at the request of the teacher. A mother or father may use any accumulated sick leave following the birth of a child. For complications during or after the birth of a child that may require extended leave, the mother and/or father may apply for use of the Sick Leave Bank under the provisions of this Agreement.

2. Application for Leave

a. Application for parental leave shall be in writing, and shall contain a statement of the expected date of birth, or in the case of adoption, the date of obtaining custody, the date on which the parental leave is to commence and the date the teacher anticipates return to service. Such return date shall be at the beginning of a grading period unless otherwise mutually agreed to by the Superintendent and the teacher.

b. Should a teacher elect to request an extension of parental leave, that request must be submitted in writing to the Superintendent forty-five (45) days prior to the start of the extension. Such requests shall specify the return date, which shall be at the beginning of a grading period unless otherwise mutually agreed by the Superintendent and the teacher.

3. Time for Filing Application

Application for parental leave prior to childbirth shall be made at least thirty (30) days before the beginning date of the parental leave. Application for parental leave for the period beginning after the expiration of pregnancy disability leave (which must be certified by her attending physician) or for parental leave related to adoption, shall be made at least thirty (30) days before the beginning date of leave.

4. Insurance and Reinstatement

During such leave, the teacher shall continue to be included in the existing hospitalization-surgical group as provided by the provisions of COBRA. The cost for this coverage is to be paid by the teacher at the group rate contracted for by the Board. Prior to the commencement of the leave, the Treasurer shall notify the teacher, in writing, as to the option to continue life insurance coverage at the teacher's cost, and the teacher shall respond in writing within ten (10) working days if the teacher wants the coverage continued. The teacher shall resume the contract status held prior to such leave. In addition, every effort shall be made to reinstate the teacher to the same, if available or similar position for which he/she holds certification.

5. Eligibility to Return to Work or Extended Leave Notification

a. So that efficient employment practices can be effected, a teacher on parental leave must, prior to June 1st, notify (by letter) the Superintendent of Schools of his/her intention to return, or not to return, or to request an extension of leave. Failure to notify shall be processed as an intent not to return to employment.

b. This Section (G) does not apply to teachers subject to non-renewal for performance reasons.

H. Exchange Teacher Leave

A leave of absence without pay, up to two (2) years, will, upon recommendation of the Superintendent, and approval of the Board, be granted to any teacher who serves as a full-time teacher in a recognized exchange teacher program.

I. Sabbatical Leave

Upon written application made not later than June 1st of any school year, and with the approval of the Superintendent of Schools and the Board of Education, teachers may be granted sabbatical leaves for the following school year.

1. Teachers approved for sabbatical leave shall be notified no later than June 15th in the year of their application.

2. Teachers on sabbatical leave shall receive a salary equal to the difference between the teacher's regular contract salary and the salary of the teacher employed to replace that teacher.

3. Any teacher to become eligible for leave shall have at least five (5) years' service in the Sheffield-Sheffield Lake School System.

4. A teacher on leave shall be given an employment contract for the year of leave.

5. The teacher shall agree to teach in the Sheffield-Sheffield Lake School District for a period of one (1) year upon returning from leave. Failure to do so will require forfeiture of all pay during leave period.

6. Applicant must provide evidence of a planned and approved program of studies for professional growth.

7. The teacher on leave shall receive all negotiated benefits included in the Master Agreement by reimbursing the Board fifty percent (50%) of the total cost of said benefits, with the exception of total salary payment, which is covered in Section 2. A teacher may waive this provision if they desire.

8. The Board will guarantee the teacher on leave his/her same teaching position upon returning from leave if that position is available. If the teacher's previous position is not available, the teacher will be assigned a teaching position for which he/she is certified.

9. The teacher returning from leave will be credited with the appropriate increase in seniority and salary schedule credit within the Sheffield-Sheffield City School District.

10. Any provisions for sabbatical leave which are not covered by the above shall be in conformity with O.R.C. Section §3319.131.

J. Legal Duty

1. In the event that a certified employee of the Sheffield-Sheffield Lake Schools, not suing the Board is subpoenaed to appear in court as a witness, said employee shall receive full pay for this service. Time taken for this service shall not be charged against sick leave, personal leave and/or accrued leave. Certified employees who are suing the Board or are involved in personal legal action will not be granted legal duty leave for any court time taken during the employee's normal workday. The employee shall use available personal and/or accrued days.

2. Payment will be made only when an employee presents certification from the Court that the employee was called as a witness.

K. Unpaid Leave of Absence

1. Upon written request of a teacher made at least thirty (30) days, if possible, prior to the commencement of the leave, the Board shall grant a leave of absence for a period of not more than two (2) consecutive years for personal or family illness or disability. Upon proof of the existence of an emergency, the Superintendent shall waive the thirty-(30) day notice requirement.

2. During such leave, the teacher shall, upon his/her request, be continued in the existing fringe benefit programs. The cost for this coverage is to be paid by the teacher monthly, in advance to the office of the Treasurer, at the group rate contracted for by the Board.

3. A teacher on an unpaid leave of absence must, prior to June 1st, provide a written notification to the Superintendent of Schools of his/her intention to return or not to return or to request an extension of the leave. Failure to notify shall be processed as an intent not to return to employment and shall be considered a resignation by the employee. Upon return to active service, the teacher shall resume the contract status held prior to such leave. An effort shall be made to reinstate the teacher to the same or similar position, if available.

L. Jury Duty

A teacher summoned to jury duty shall be paid his/her regular daily compensation. The teacher must provide a copy of the Summons and will not be required to pay the District any money they receive from the Court for jury duty.

M. Accrued Leave

1. A teacher, for each one hundred twenty-five (125) days of accumulated but unused sick leave, as of the start of the school year, shall be granted one (1) additional day of bonus leave during that school year with pay. Such leave may be taken without restrictions, except as set forth herein, upon a written request to the Superintendent. This request must be submitted to the Superintendent at least three (3) working days prior to the requested leave date. Upon receipt of the

request for the leave, the Superintendent will determine if a substitute is available. If a substitute is not available, the request for this leave will be denied.

2. This leave may not be taken on either the first or the last day of the teacher or student work year, or on a parent/teacher conference day. No more than three (3) teachers may use this leave at any one time. Should more than three (3) teachers request the use of this leave, the date the request was received by the Superintendent, and then, if necessary, District seniority will be used to determine which individuals will be granted leave.

3. Any unused accrued days shall be converted to sick leave.

4. Use of accrued days each year does not forfeit accrued days the next year for the same days of accumulated sick leave.

N. Family Medical Leave

1. To be eligible, a teacher must meet the eligibility requirements under Federal Law in addition to those set forth in this provision. Except for those circumstances in which the reason for the leave would not be covered by a paid leave of absence, a teacher may choose to have Family Medical Leave run concurrently with a paid leave of absence, including, but not limited to sick leave.

    a. The maximum allowable leave under this provision shall be twelve (12) weeks during any twelve (12) month period.

    b. Qualifying use for leave under this provision includes:

        i. The birth and care of a child [must be used within first twelve (12) months of birth].

        ii. The adoption and placement of a child in foster care.

        iii. The care of a member of the employee's immediate family as defined in Article VI A., 1 if verified by the health care provider as the care giver.

        iv. The employee's own serious health condition which makes him/her unable to perform his/her job functions.

        v. Any other reason(s) as provided for in the federal Family and Medical Leave Act (FMLA).

    c. Teachers shall be entitled to intermittent leave in accordance with the law.

2. Procedures for the Family Medical Leave

    a. The employee shall apply in writing to the Superintendent or his/her

designated representative not later than thirty (30) days prior to the beginning date of the requested leave of absence, if leave request was foreseeable. The written application, requiring the Superintendent's approval shall specify the proposed dates the leave is to commence and terminate, with every attempt being made to select those dates least disruptive to the educational process and District operations. The Board may require the employee to provide certification from a health care provider containing verification in accordance with the Family Medical Leave Act if he/she requests a medical leave.

b. While on family medical leave, the employee will continue to receive the same group health coverage that he/she had while employed. The Board will pay for this continued group health coverage to the same extent that the Board paid for the coverage that each employee had before beginning his/her leave.

c. Serious health condition is defined as an illness, injury, impairment or mental condition that involves: a) inpatient care in a hospital, hospice or residential medical facility or b) continuing treatment by a health care provider.

d. Once the Superintendent and the Board approve the leave, it may be altered or cancelled with the approval of the Superintendent, Board and the applicant.

e. Upon returning from the leave, the Board will restore the employee to the same or equivalent position. If an employee on family medical leave decides not to return to work, then the Board will charge the employee for the amount of the insurance premiums that the Board paid for that the employee's health care coverage during his/her leave, unless there is a continuation, recurrence or onset of a serious health condition or other circumstances beyond the employees control.

f. The Board shall utilize current U.S. Department of Labor forms in the administration of FMLA.

O. Association Leave

The Association shall be granted fourteen (14) Board paid Association Leave days for the purpose of carrying out the business of the Association. The Superintendent will be notified at least three (3) days in advance of such leave. All Association Leave days must be approved by the Association President.

ARTICLE VII – EVALUATION OF TEACHING EFFICIENCY

A. Scope and Purpose

1. Definitions

a. **Ohio Evaluation System (OhioES).** The electronic system used by the District to report to the Ohio Department of Education (ODE) aggregate final summative teacher evaluation ratings. The Sheffield-Sheffield Lake Joint Labor-Management OTES Committee recommends that recording and compilation of evaluation information shall allow for local control of such information, except information required to be submitted to the ODE.

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

c. **Evaluation Factors**: The walkthrough, observations(s), and other components required by Ohio Revised Code to be used in the teacher evaluation procedure.

d. **Evaluation Framework**: The document created and approved by ODE in accordance with Section §3319.111(A) of the Ohio Revised Code that establishes the standards-based framework for the evaluation of teachers developed under. Section §3319.111 (A) of the Ohio Revised Code.

e. **Evaluation Instrument**: The forms used by the teacher's evaluator. The forms are located in the Appendices of this Agreement. Copies of the observation and evaluation instruments are to be developed and will be attached to this Agreement in hard copy form.

f. **Evaluation Procedure**: The procedural requirements set forth in this Agreement to provide specificity to the statutory obligations established under Sections §3319.111 and §3319.112 of the Ohio Revised Code and to conform to the framework for the evaluation of teachers developed under Section §3319.112 of the Ohio Revised Code.

g. **Evaluation Rating**: The final summative evaluation level that is assigned to a teacher based on a holistic review of all evaluation factors observed during the evaluation cycle. Each completed evaluation will result in the assignment of one (1) of the following evaluation ratings to the teacher: Accomplished, Skilled, Developing, or Ineffective. The final rating shall not be weighted in such a way that one (1) domain or component of the evaluation system has a higher importance than another, except that any area marked N/A shall not negatively impact the evaluation rating.

h. **Ohio Teacher Evaluation System (OTES)**: The teacher evaluation system that is codified under Sections §3319.111 and §3319.112 of the Ohio Revised Code.

i. **Poorly Performing Teacher**: A teacher who receives an overall evaluation rating of ineffective will develop an improvement plan collaboratively with his/her evaluator. After receiving an overall ineffective summative rating for a period of two (2) of the last three (3) years he/she will take a written examination required pursuant to Section §3319.58 of the Ohio Revised Code, and who completes a remediation and/or improvement plan during the subsequent school year.

j. **Improvement Plan**: A detailed written plan which shall be collaboratively put into place with the teacher, counselor, or speech and language pathologist and the assigned credentialed evaluator, utilized solely when a teacher receives an Evaluation Rating on Ineffective. The approved form for the Improvement Plan is located in Appendix X.

k. **Teacher of Record**, A teacher who:

   i. is responsible for assigning the grade to the student or is responsible for the daily instruction of a specific student, and,

   ii. is required to have the proper credentials to teach the particular subject/grade level for which he/she has been designated "teacher(s) of record", and

   iii. is responsible for a minimum of fifty percent (50%) of a student's scheduled and attended instructional time within a given subject or course.

l. **Teacher Performance**: The assessment of a teacher during the evaluation cycle, which is based upon the professional standards, and reported using the rubric contained in Appendix ___ of this Agreement.

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

n. High Quality Student Data (HQSD): Quantitative information, derived from instrument(s) rigorously reviewed and approved by locally determined education experts, which provides evidence of student learning that can be directly attributed to the teacher being evaluated.

o. Professional Growth Plan (PGP): A written plan, self-directed or jointly developed between the Bargaining Unit Member and evaluator, designed for the sole purpose of continuing teacher growth focused on areas in the teacher's observations and/or evaluation. The approved form for the Professional Growth Plan is located in Appendix ___.

2. Purposes

The purpose of teacher evaluation ~~are~~ is to use fair, objective, and reasonable practices:

a. To serve as a tool to advance the professional learning and practice of teachers individually and collectively in a School District;

b. To inform instruction;

c. To assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement;

d. To use to address employment contract issues.

The purpose of the Ohio School Counselor Evaluation System (OSCES) is to ~~are~~ use fair, objective, and reasonable practices:

a. To serve as a tool to advance the professional learning and practice of school counselors individually and collectively in the district.

b. To guide district policy about the appropriate responsibilities of a school counselor.

c. To assist counselors and administrators in identifying and developing educational best practices in order to provide the greatest opportunity for the academic achievement, social and emotional development, and career planning of students.

3. Application

a. The teacher evaluation procedure contained in this Agreement applies to the following employees of the District:

i. Teachers working under a license issued under Sections §3319.22, §3319.26, §3319.222 or §3319.226 of the Ohio Revised Code who spend at least fifty percent (50%) of their time providing student instruction.

ii. Teachers working under a permanent certificate issued under Section §3319.222 of the Ohio Revised Code as it existed prior

to September 2003 who spends at least fifty percent (50%) of their time providing student instruction.

iii. Teachers working under a permanent certificate issued under Section §3319.222 of the Ohio Revised Code as it existed prior to September 2006 who spends at least fifty percent (50%) of their time providing student instruction.

iv. Teachers working under a permit issued under Section §3319.301 of the Ohio Revised Code who spends at least fifty percent (50%) of their time providing student instruction.

v. Teachers working under a permanent certificate or license spending less than fifty percent (50%) of their time providing student instruction will be evaluated using the current observation language until such time as alternative evaluations are compiled and/or approved by the OTES Committee.

vi. Licensed School Counselors evaluated under the Ohio School Counselor System.

2. The District shall not conduct an evaluation for any teacher who:

a. Was on leave for fifty percent (50%) or more of the school year

b. Submitted notice of retirement, and such notice has been acted upon by the Board of Education on or before December 1 of the school year in which they plan to retire

c. Is participating in the teacher residency program established by Ohio Revised Code 3319.223 so long as the teacher, for the first time, takes at least half of the performance based assessments prescribed by the State Board of Education for resident educators

d. Is a substitute teacher

B. Evaluation Committee - Standing Joint Committee for Teacher, Counselor, and Speech and Language Pathologist Evaluation

Authority, Composition, Operations and Support

The Association and the Board agree to establish a standing joint evaluation committee for the purpose of establishing the policy, procedures, and processes, including the evaluation instrument and determination of HQSD, for the evaluation of teachers, counselors, and speech and language pathologists in the District and to regularly review the effectiveness of said factors for the evaluation of teachers, counselors, or speech and language pathologists in the District.

Committee Composition

a. The committee shall be comprised of up to five (5) Association members appointed by the Association President and/or his/her designee and up to five (5) members appointed by the Superintendent and/or his/her designee. In addition, each party may appoint up to one (1) ad hoc non-voting member to assist and/or attend committee meetings.

b. The terms of Association members on the committee shall be for a period of no less than two (2) years unless a member leaves the District, retires, requests that the Association removes him/her from the committee, is no longer able to serve due to unforeseen circumstances, or is removed by action of the Association. Committee members shall be representative of elementary, middle school, secondary, and specialty areas within the District.

c. After the Association member's term, or removal therefrom, the Association President shall appoint a successor.

1. Committee Operation

a. The committee shall be chaired jointly by a committee member from the Association and a committee member appointed by the Superintendent and/or his/her designee.

b. Members of the committee shall receive training in all aspects of OTES, the state adopted evaluation framework, HQSD, the standards for the teaching profession, teacher of record, shared attribution, and teacher-student data linkage prior to service on the committee. The cost of training, if any, shall be borne by the Board of Education.

c. The committee shall establish, by mutual agreement, a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks.

d. Committee agendas shall be developed jointly by the co-chairpersons of the committee.

e. All decisions of the committee shall be achieved by consensus.

f. At the initial committee meeting, the committee will develop the ground rules by which the committee will operate. These ground rules will be read aloud at the commencement of every meeting and will be reviewed annually.

g. At each meeting, the committee shall select an individual to act as the official scribe for that meeting.

h. Members of the committee shall receive release time for committee work and training.

i. Minutes of meetings shall be distributed to committee members, SSLTA President, and District Superintendent within seven (7) days following meetings of the committee.

j. The committee may establish sub-committees to assist with their work.

k. Sub-committees shall be jointly appointed by the Superintendent/designee and the Association President/designee.

l. The committee shall be authorized to utilize a consultant(s) (examples include, but are not limited to, educational consultants, software consultants, credentialing trainers, etc.) as it deems appropriate. The cost, if any, shall be borne by the Board.

2. Compensation

Any committee work performed outside the regular work day will be compensated at an hourly rate equal to the District's Curriculum Hourly Rate.

3. Secretarial Support

The District shall provide secretarial support and assistance to the committee. Responsibilities shall include note taking, copying, committee notification, communications, distribution of materials, and other duties as needed.

4. Committee Authority

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

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

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

d. The Board shall amend its evaluation policy to conform to the terms of this Agreement.

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

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

g. The OTES Committee has the authority to adjust provisions of this Section of the contract as it relates to timelines, dates, percentages, forms and the scheduling of observations and/or evaluations. Any such recommended change shall be made to the District Labor Management Committee for approval. Approval by the District Labor Management Committee shall be binding on the parties.

C. Committee High Quality Student Data Committee

The Association and the Board agree to establish joint HQSD Building Committees for the purpose of creating a procedure for locating, approving, and determining data sources that will be considered High Quality Student Data sources for the evaluation of certified employees in the Sheffield-Sheffield Lake City Schools.

1. Committee Composition

a. The committee shall be comprised of Association members appointed by the Association proportioned to the number of teachers in each building and the building administrator appointed by the Superintendent or his/her designee. In addition, each party may appoint up to one (1) ad hoc non-voting member to assist and/or attend committee meetings.

b. The Building Committee members shall be representative of core, special education and specialty areas within the building.

c. The terms of Association members on the committee shall be for a period of no less than two (2) years unless a member leaves the District, retires, requests that the Association removes him/her from the committee, is no longer able to serve due to unforeseen circumstances, or is removed by action of the Association.

d. At the conclusion of the Association member's term, or removal there from, the Association will appoint a successor.

2. Committee Operation

a. The Building committees shall be chaired jointly by a committee member from the Association and a committee member from Administration.

b. Members of the Building committees will receive training on what constitutes High Quality Student Data prior to beginning their work, and any other training that may become necessary for the committee. (For example: when the District approves a new vendor assessment, all committee members and the bargaining unit will be trained on the new system and HQSD application).

c. The Building committees shall establish by mutual agreement a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks.

   i. One task of the committees shall be to determine those conditions that likely would impact HQSD other than those attributed to teacher performance responsibility, such as a threshold number of authorized teacher absences, the acceptance and mentoring of student teachers, changes in teacher assignments, implementation of the new standards and/or curriculum, etc.

   ii. The committees shall perform its responsibilities over the term of this Agreement and shall make recommendations to inform future contract negotiations.

d. Committees agendas will be developed jointly by the co-chairs of the committee.

e. At the initial meeting, the committees shall develop the ground rules by which the committee shall operate, review them at each meeting, and update them thereafter as needed.

f. All decisions of the committees shall be evidence-based and achieved by consensus.

g. Members of the committees shall receive release time or compensation for work outside the contractual work day for committee work and training.

h. The committees shall be authorized to utilize consultant(s) (examples are, but not limited to, educational consultants, software consultants, HQSD trainers, etc.) as deemed appropriate. The cost, if any, shall be borne by the Board.

3. Compensation

Any committee work required outside the regular work day will be compensated at an hourly rate equal to the District's Curriculum Hourly Rate.

4. Secretarial Support

The District shall provide secretarial support and assistance to the committees. Responsibilities shall include data entry, note taking, copying, committee notification, communications, and distribution of materials, preparation of forms/templates, and other duties as needed.

5. Committee Authority

a. The HQSD committees shall recommend the policies and procedures for the student growth portion of the evaluation procedures to the Association and the Board.

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

c. The Association and the Board shall bargain as required in accordance with Ohio Revised Code 4117.

d. The HQSD Building committees shall define the levels that count towards the final summative rating of teacher effectiveness.

D. Evaluators

Qualifications and Role

1. An evaluator must be a full-time, credentialed contracted administrative employee of the Sheffield-Sheffield Lake City School District.

2. The person who is responsible for assessing a teacher's, counselor's, or speech and language pathologist's performance shall be:

   a. The teacher's immediate building supervisor for those teachers with an evaluation rating of skilled, developing, or ineffective on their most recent evaluation.

   b. A counselor's building supervisor. Building principals, assistant principals, District level administrators such as the Director of Curriculum and Instruction, employed by the Board and/or Administrators assigned to the District by the county Education Service Center (ESC) shall be responsible for observing and evaluating the teachers assigned to them with respect to minimum evaluation requirements. Each teacher, counselor, or speech and language pathologist shall have one (1)

evaluator. At the request of a teacher, counselor, or speech and language pathologist or Administrator, additional observations may be performed by other Administrators employed by the Board, and as set forth above, including the curriculum director, which may be considered part of the final summative evaluation.

c. For those teachers with an evaluation rating of accomplished on their most recent evaluation, the teacher, counselor, or speech and language pathologist may select their evaluator not later than September 30 in the year of their evaluation cycle.

d. In the event a teacher, counselor, or speech and language pathologist performs work under the supervision of more than one (1) supervisor, one (1) supervisor shall be designated as the evaluating supervisor.

e. Should an unforeseen emergency arise, a new evaluator must be chosen in consultation with the teacher.

f. Upon request of the teacher, the teacher shall be assigned a new evaluator if documentation shows the evaluator has discriminated against the teacher, made false claims against the teacher, or the evaluator received an ineffective rating on his/her most recent evaluation.

g. The Administrator set forth in paragraph 1 above, must be employed under a full-time contract pursuant to Sections §3319.01 or §3319.02 of the Ohio Revised Code and must hold at least one (1) certificate/license named under division (E), (F), (H), (J), or (L) of Section §3319.22 of the Ohio Revised Code and must be credentialed as stated in Ohio law.

3. In assessing a teacher's, counselor's, or speech and language pathologist's performance, evaluators will not make judgments, or otherwise discriminate, on the basis of a teacher's age, length of service, gender, gender identification, race, ethnicity, national origin, religion, sexual orientation, marital status, military status, disability, union membership, or union activism.

4. Any administrator who violates any provision of this evaluation system more than two (2) times in a three (3) year period shall be deemed unqualified to perform evaluations under OTES until the administrator successfully passes the credentialing assessment following his/her removal.

E. Commitment to Orientation and Professional Development

1. Orientation of Teachers

a. No later than September 15 of each year, or in the case of a new teacher, within thirty (30) days of the first day employed, each teacher, counselor, or speech and language pathologist shall be notified in writing of the name and position of his or her evaluator. If the evaluator will change, the

teacher, counselor, or speech and language pathologist will be notified in writing of the change at least five (5) days prior to the pre-conference, unless mutually agreed to otherwise.

b. A teacher, counselor, or speech and language pathologist newly employed or one 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. Professional Development

a. The Board shall meet the requirements of O.R.C. Section §3319.112(A)(8)(9) to provide professional development with sufficient financial resources to support the professional learning required by this Agreement.

b. The Board shall provide training on the teacher evaluation procedure, a counselor evaluation procedure, and speech and language pathologist procedure, including recalibration of evaluation ratings annually and said training shall address the evaluation standards, the evaluation standards for Ohio Educators, rubrics, tools, processes, and methodology, and the use of High Quality Student Data (HQSD).

c.

d. Evaluators

i. Each evaluator shall be required to successfully complete state-mandated evaluator credentialing training and to pass a credentialing assessment.

ii. The evaluators shall be given written instructions of the purposes, mechanics, and dimensions of the evaluation procedures.

iii. Updates to written instructions and group professional development shall occur on an annual basis.

e. Teachers

i. Each teacher shall be given written instructions on the purpose, mechanics, and dimensions of the evaluation procedure, including the teaching standards and rubrics on which the evaluation is based.

ii. Teachers shall review Appendix Forms regarding the OTES process on or before September 15.

iii. Written instructions and group evaluation instrument training shall be presented to new teachers no later than September 15, or no later than thirty (30) days after initial employment with the District.

f. Counselors

i. Each counselor shall be given written instructions on the purpose, mechanics, and dimensions of the evaluation procedure, including the counselor standards and rubrics on which the evaluation is based.

ii. Counselors shall review Appendix Forms regarding the OSCES process before September 15.

iii. Written instructions and group evaluations instrument training shall be presented to new counselors no later than September 15, or no later than thirty (30) days after initial employment with the District.

g. Speech and Language Pathologists

i. Each SLP shall be given written instructions on the purpose, mechanics, and dimensions of the evaluation procedure, including the speech and language standards and rubrics on which the evaluation is based.

ii. Speech and language pathologists shall review Appendix Forms regarding the evaluation process before September 15.

iii. Written instructions and group evaluations instrument training shall be presented to new speech and language pathologists no later than September 15, or no later than thirty (30) days after initial employment with the District.

3. Funding for Orientation, Professional Development and Training

a. The Board shall allocate District professional development funds. The financial resources to support the professional development will be provided in the following order:

i. Teachers designated to an improvement plan. The evaluator and teacher shall jointly identify training, classes, resources, etc.

ii. All other teachers not identified above.

iii. All requests for professional dollars shall be submitted to the District Treasurer, per the professional leave forms.

F. Evaluation Structure and Procedures

1. Schedule of Evaluation

a. No teacher, counselor, or speech and language pathologist shall be evaluated more than once annually, said evaluation shall include a minimum of two (2) observations.

b. The evaluation shall be completed no later than the first day of May (May 1), and the teacher being evaluated shall receive a written report of the results of this evaluation, including the assigned evaluation rating, not later than the tenth (10^{th}) day of May (May 10).

c. If the Board has entered into a limited contract or an extended limited contract with a teacher, counselor, or speech and language pathologist pursuant to Section §3319.11 of the Ohio Revised Code, the Board shall perform a minimum of three (3) formal observations during the evaluation cycle in any school year in which the Board may wish to declare its intention not to re-employ a teacher, counselor, or speech and language pathologist pursuant to division (B), (C) (3), (D), or (E) of §3319.11.

2. Criteria for Performance Assessment

a. A teacher's, counselor's, or speech and language pathologist's performance shall be assessed based on the Ohio Educator Standards (or comparable standards) and rubrics for teaching and the criteria set forth in the evaluation instrument included in this Agreement.

b. Teacher, counselor, or speech and language pathologist performance assessments shall be based solely on the evidence provided by the Bargaining Unit Member, the formal observations of the teacher counselor, or speech and language pathologist by the assigned evaluator, and the walkthroughs that are set forth in this Agreement.

c. A teacher may provide evidence to the credentialed evaluator to support and inform an accurate reflection of the Evaluation Factors being evaluated. Examples include, but are not limited to, student information affecting educational progress, students interest or learning style surveys, newsletters, classroom rules, lesson plans, portfolios, summative assessments, professional education organization work, education awards, and student work samples. All evidence shall be included in the report and will be considered in the evaluator's assessment of the teacher.

d. All monitoring or observation of the work performance of a teacher, counselor, or speech and language pathologist shall be conducted openly and with full knowledge of the teacher, counselor, or speech and language pathologist.

e. No misleading, inaccurate, untimely, or undocumented information may become part of a performance assessment. All results and conclusions of performance assessments shall be documented and supported by evidence.

f. In implementing performance assessments, the District shall conduct all assessments so as to observe the legal and constitutional rights of teachers counselors, or speech and language pathologists; and no teacher, counselor, or speech and language pathologist performance information shall be collected by video or audio devices without the express, written consent of the teacher being evaluated.

g. The District will not use video/audio evidence submitted to the ODE by the Resident Educator as evidence to assess teaching performance.

h. No bargaining unit member shall be required to complete a self assessment (e.g. OTES Self Assessment Form).

3. Observations

a. Schedule of Observations in a Full Evaluation Cycle

i. A minimum of two (2) formal observations shall be conducted. A formal observation shall last a minimum of thirty (30) continuous minutes. There shall be at least three (3) weeks between formal observations. The first formal observation shall be completed during semester one (1). The second formal observation shall be completed during semester two (2).

ii. Teachers, counselors, or speech and language pathologists shall not receive a formal observation on a day before or after the following: the administration of standardized testing; a holiday or any break from scheduled school days (excluding weekends); or any approved leave of absence of three (3) or more days.

iii. The Board shall perform a minimum of three (3) formal observation during the evaluation cycle in any school year in which the Board may wish to declare its intention not to re-employ a teacher under Ohio Revised Code 3319.11. The observation schedule shall comply with (i) above and the third observation shall occur at least fifteen (15) working days following the second post-observation conference. The third formal observation shall be no later than May 1.

iv. Formal observations shall not disrupt and/or interrupt the classroom learning environment.

v. A teacher may request a formal observation at any time in addition to those required by this procedure.

vi. All formal observations shall be announced.

b. Schedule of Observations in a Less Frequent Evaluation Cycle

i. One (1) formal observation shall occur in a year in which a teacher is in a Less Frequent Evaluation Cycle.

ii. Teachers, counselors, or speech and language pathologists shall not receive a formal observation on a day before or after the following: the administration of standardized testing; a holiday or any break from scheduled school days (excluding weekends); or any approved leave of absence of three (3) or more days.

iii. The Board shall perform a minimum of three (3) formal observation during the evaluation cycle in any school year in which the Board may wish to declare its intention not to re-employ a teacher under Ohio Revised Code 3319.11. The observation schedule shall comply with (i) above and the third observation shall occur at least fifteen (15) working days following the second post-observation conference. The third formal observation shall be no later than May 1.

iv. Formal observations shall not disrupt and/or interrupt the classroom learning environment.

v. A teacher may request a formal observation at any time in addition to those required by this procedure.

vi. All formal observations shall be announced.

b. Observation Conferences – Full Evaluation Cycle and Less Frequent Evaluation Cycle

i. All formal observations shall be preceded by a pre-observation conference between the evaluator and the teacher, counselor, or speech and language pathologist within ten (10) working days. At the pre-observation conference teachers, counselors, or speech and language pathologists shall provide evidence for the work situation to be observed on the pre-observation form or lesson plan.

ii. A post-observation conference shall be held after each formal observation. The post observation conference shall take place within ten (10) working days following the formal observation. Bargaining Unit Members shall be given the opportunity to provide evidence, which must be utilized to inform the evaluator's rating in all areas of the observation and shall include a discussion of the progress being made on the teacher's professional growth or improvement plan. At the post-observation conference teachers,

counselors, or speech and language pathologists shall be provided one (1) area of reinforcement and one (1) area of refinement through evidence, in alignment with the education standards. Teachers, counselors, or speech and language pathologists shall be given the opportunity to provide evidence to support the areas of reinforcement and refinement during this post-observation conference. Timelines may be extended by mutual agreement.

iii. The evaluator shall provide the teacher, counselor, or speech and language pathologist with copies of all written documentation including but not limited to notes, scripts, artifacts, and evidence collected during formal observations and walkthroughs.

iv. A teacher, counselor, or speech and language pathologist may request a formal observation at any time in addition to those required by this procedure.

4. Teacher/Speech Language Pathologist Walk Through

a. A walkthrough is a formative assessment process that focuses on one (1) or more of the following components results in a brief written notes or summary:

i. evidence of planning;

ii. lesson delivery;

iii. differentiation;

iv. resources;

v. classroom environment;

vi. student engagement;

vii. assessment; or

viii. any other component of the Standards for Ohio Educators and rubrics approved for teacher evaluation.

b. The teacher shall receive written or electronic notification that identifies the focus, date, and time of the walkthrough at least two (2) working days prior to each walkthrough. If the teacher is on Board-approved leave during the time the evaluator sends the notification, the walkthrough shall be rescheduled.

c. The walkthrough is an informal observation that is used to collect evidence for the evaluation of the teacher.

d. The walkthrough shall consist of at least two (2) consecutive minutes, but no more than ten (10) consecutive minutes in duration.

e. The teacher or speech and language pathologist shall be provided a copy of the walkthrough checklist, including all scripted and anecdotal documents relative to the walkthrough no later than five (5) work days following the walkthrough.

f. At the request of the teacher or speech and language pathologist, a formal debriefing shall occur no later than two (2) work days after the walkthrough to discuss observations relative to the identified focus.

g. No more than two (2) walkthroughs shall be conducted in each evaluation cycle unless requested by the teacher. A walkthrough shall be completed during semester one (1) and another walkthrough shall be completed during semester two (2).

h. Walkthroughs shall not disrupt and/or interrupt the learning environment in the classroom.

i. Teachers, counselors, and speech and language pathologists may request a walkthrough at any time.

j. Walkthroughs shall not be performed in less frequent evaluation cycles.

5. Walkthrough-Counselor

a. A walkthrough is an informal observation of school counselors of non-confidential activities. Evaluators will conduct informal observations that are snapshots of the school counselor's regular activities.

b. The counselor shall receive written or electronic notification that identifies the focus, date, and time of the walkthrough at least two (2) working days prior to each walkthrough. If the teacher is on Board-approved leave during the time the evaluator sends the notification, the walkthrough shall be rescheduled.

c. Walkthroughs should focus on one or two areas based on the activity, events or discussions that are occurring.

d. The walkthrough shall consist of at least (2) consecutive minutes, but no more than ten (10) consecutive minutes in duration.

e. Data collected as evidence of school counselor practice may be quantitative, qualitative or a combination of both. Quantitative data includes frequencies, distributions and other counts or tallies. Qualitative data can include scripted notes detailing patterns of activities, vocabulary used and events observed. In both cases, accuracy is essential.

f. The counselor shall be provided a copy of the walkthrough checklist, including all scripted and anecdotal documents relative to the walkthrough no later the five (5) work days following the walkthrough.

g. At the request of the counselor, a formal debriefing shall occur no later than two (2) work days after the walkthrough to discuss observations relative to the identified focus.

h. No more than two (2) walkthroughs shall be conducted in each evaluation cycle unless requested by the counselor. A walkthrough shall be completed during semester one (1) and another walkthrough shall be completed during semester two (2).

i. The counselor shall receive written or electronic notification that identifies the focus, date, and time of the walkthrough at least two (2) working days prior to each walkthrough. If the counselor is on Board-approved leave during the time the evaluator sends the notification, the walkthrough shall be rescheduled.

j. Walkthroughs shall not be performed in less frequent evaluation cycles.

5. High Quality Student Data (HQSD)

a. Each evaluation shall contain two (2) measures of high quality student data (HQSD). When applicable to the grade level or subject area taught by the teacher being evaluated, HQSD shall include the value-added progress dimension as one (1) source of HQSD.

b. When utilizing vendor assessments to construct HQSD, all related teaching, student, and other educational materials shall be purchased, and all affected staff shall be trained on utilization of the assessment program.

i. When utilizing a vendor assessment, the District shall assess the financial impact on the budget and provide a copy to the Association President not less than sixth (60) days prior to Board consideration.

ii. The Evaluation Committee shall provide a recommendation to the Superintendent and Association President on the use of proposed vendor assessment prior to submission to the Board of Education. The committee may ask for the vendor to make ~~to make~~ a presentation to the committee.

iii. All new vendor assessments shall be piloted for three (3) years prior to being used as a source of HQSD subject to the following:

1. Participation in the pilot is voluntary.

2. All teachers and credentialed evaluators will be trained on the vendor assessment at the beginning of the pilot.

3. Teachers participating in the pilot shall be provided release time to train, meet, and reflect on the vendor assessment each year of the pilot.

4. An assessment by the Evaluation Committee shall occur in May of each school year.

5. The committee shall provide a recommendation whether to implement the vendor assessment as HQSD to the Superintendent and Association President by May 1 of the third year of the pilot.

c. HQSD shall be used as evidence in any component of the teacher's evaluation related to the following:
   i. Knowledge of the students to whom the teacher provides instruction;

   ii. The teacher's use of differentiated instruction practices;

   iii. Assessment of student learning;

   iv. The use of assessment data;

   v. Professional responsibility and growth

d. No Evaluation Factor shall be impacted by the student performance on a test or tests.

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

7. Professional Growth Plans and Improvement Plans

a. Professional Growth Plans and Improvement Plans shall be developed after a needs assessment has been completed as follows:

   i. Teachers rated Accomplished will develop a self-directed plan for continuing professional growth and may choose the credentialed evaluator for their next evaluation cycle as set forth in this agreement.

   ii. Teachers rated Skilled or Developing will develop a professional growth plan collaboratively with the credentialed evaluator that will be in effect for the evaluation cycle.

   iii. Teachers with a final summative rating of ineffective will develop an improvement plan with their evaluator. The administration will approve the improvement plan.

iv. School counselors with a final summative rating of accomplished will independently develop a professional growth plan. School counselors with a final summative rating of skilled or developing shall develop a professional growth plan collaboratively with their credentialed evaluator. School counselors with a developing rating will have their professional growth plan approved by their evaluator. School counselors with a final summative rating of ineffective will develop an improvement plan with their evaluator.

v. Speech and language pathologists with a final summative rating of accomplished will independently develop a professional growth plan. Speech and language pathologists with a final summative rating of skilled or developing shall develop a professional growth plan collaboratively with their credentialed evaluator. Speech and language pathologists with a developing rating will have their professional growth plan approved by their evaluator. Speech and language pathologists with a final summative rating of ineffective will develop an improvement plan with their evaluator.

vi. In the event that a teacher, school counselor, or speech and language pathologist and evaluator are unable to agree on the evaluator's expectations for the improvement plan, the teacher, school counselor, or speech and language pathologist may request a teacher/counselor/SLP mentor/coach or another mutually-agreed teacher of the District to facilitate further discussion between the teacher/counselor/SLP and the evaluator toward development of the improvement plan.

b. Professional Growth and Improvement Plans for a school year shall be developed not later than May 15 of the prior school year, unless a teacher's assignment is changed. Teachers, counselors, or speech and language pathologists new to the District will submit their professional growth plan no later than thirty (30) days after start date.

c. Professional Growth and Improvement plans shall describe the specific performance expectations, resources, and assistance to be provided.

d. The Board shall provide for professional development, including mentoring/coaching, and for the allocation of financial resources to accelerate and continue teacher, counselor, or speech and language pathologist growth and improvement; and to provide support to poorly performing teachers as set forth in this Agreement.

e. Professional Growth Plans and Improvement Plans shall be aligned to the teacher's evaluation and, if applicable, include one (1) component of the District of Building level improvement plan.

f. No Improvement Plan or Professional Growth Plan will have more than two (2) achievable goals per Evaluation Cycle.

g. A teacher in their first year of employment with the district shall not be placed on an improvement plan.

8. Improvement Plans

a. An improvement plan is a clearly articulated assistance program for a teacher/counselor/SLP whose overall summative rating is ineffective.

b. The improvement plan shall include:

i. specific performance expectations, resources, and assistance to be provided;

ii. timelines for the completion of the plan; and

iii. monetary support, time, material, and human resources sufficient to realize the expectations set forth in the plan.

iv. Shall utilize the form found in Appendix ____ of this agreement.

9. Mentor Teacher (Coach) for Teachers, Counselors, and Speech and Language Pathologists on an Improvement Plan

a. The District shall provide teachers under an improvement plan with a trained mentor teacher (coach) who is not the credentialed evaluator. The mentor teacher shall be provided as per Article XX – Resident Educator Program. The mentor teacher shall be provided release time to allow for consultations and/or observations with the teacher.

b. Other than a notation that a teacher provided additional service as a mentor teacher, the teacher's activities as a mentor teacher shall not be part of his/her evaluation.

c. A mentor teacher shall not be requested or directed to make any recommendation regarding the continued employment of the teacher and/or advancement through the Resident Educator Program.

d. No mentor teacher shall be requested or directed to divulge information from the written documentation or confidential mentor/mentee discussions.

e. All interaction between the mentor teacher and the teacher shall be regarded as confidential. Any violation of this tenant by the mentoring teacher shall constitute grounds for immediate removal from the role

as mentor teacher and no information provided by the mentor shall be used in the evaluation of the teacher.

f. At any time, the teacher or the mentor teacher may exercise the option to have a new mentor teacher assigned to the teacher. No specifics shall be given as basis for the exercise of this option and said change shall occur without prejudice or judgement to either the mentor teacher of the teacher.

g. No data collected through the Ohio resident Educator or Mentor Program shall be used in the teacher performance evaluation rating of for high-stake employment decisions.

h. If there are no volunteers from the bargaining unit who expresses interest for the position of mentor, the Superintendent shall direct a qualified bargaining unit member to the position. Involuntary assignment shall occur not more than once every three (3) years for a specific bargaining unit member.

10. Finalization of Evaluation

a. Summative Report - Before the evaluation cycle is final, and not later than May 10, a copy of the evaluation report shall be given to the teacher, counselor, or speech and language pathologist and a conference shall be held between the teacher/counselor/SLP and the evaluator.

b. Completion of Evaluation Cycle

~~i.~~ The summative evaluation of a teacher shall be based upon a preponderance of the evidence, assessed in a holistic manner, that is aligned to the Ohio Educator Standards. Only evidence gathered during formal observations and walkthroughs that are conducted for the current school year may be used.

ii. The evaluation shall acknowledge, through the evidence gathered, the performance strengths of the teacher evaluated as well as areas of refinement.

iii. The evaluator shall note evidence of all the data used to support the conclusions reached in the formal evaluation report.

iv. The evaluation report shall be signed by the evaluator; and the evaluation report shall be signed by the teacher to verify notification to the teacher that the evaluation will be placed on file. The teacher's signature shall not be construed as evidence that the teacher agrees with the contents of the evaluation report. Electronic signatures (e.g. a “PIN”) may be used.

v. The evaluation report shall be completed by May 10, signed by both parties, and filed with the Superintendent.

vi. Any teacher who receives an evaluation rating of "skilled" shall be placed on the Less Frequent Evaluation cycle the school year following the rating unless it is determined, in writing through a preponderance of the evidence available to the evaluator, that the teacher is not making progress on the professional growth plan.

vii. Any teacher who receives an evaluation rating of "accomplished" shall be placed on the Less Frequent Evaluation cycle the two (2) school years following the rating unless it is determined, in writing through a preponderance of the evidence available to the evaluator, that the teacher is not making progress on the professional growth plan.

viii. A teacher shall be given by the District one (1) copy of all information and documents obtained through the evaluation process.

ix. The Superintendent shall annually file a report to the ODE including only the following information:

a. The number of teachers for whom an evaluation was conducted;

b. The number of teachers assigned each rating (Accomplished, Skilled, Developing, or Ineffective) aggregated by the institution where they received their teaching degree and the year in which they graduated

All other information and documents obtained through the evaluation process shall be stored and maintained by the district.

x. Upon request, teachers shall be given copies of all information and documents obtained through the evaluation process.

c. Response to Evaluation

The teacher, counselor, or speech and language pathologist shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's/counselor's/SLP's personnel file. A copy, signed by both parties, shall be provided to the Bargaining Unit Member.

d. Ohio Evaluation System (OhioES) - The use of OhioES or any other teacher evaluation electronic reporting and/or storage system shall be done

in such a way to comply with B12 above and with the assurance that the name of, or any other personally identifiable information, is not transmitted outside of the District.

11. Due Process

a. Teachers who disagree with and provide evidence that identifies errors with data sources, data collection or calculation, the rating of performance and/or the summative evaluation rating shall be allowed to request a different evaluator; and such request shall be honored by the District.

b. A teacher shall be entitled to Association representation at any conference held during this procedure in which the teacher will be advised of an impending adverse personnel action. The request for Association representation shall not cause more than a one (1) school day delay in the conference unless an extension is mutually agreed upon.

c. Failure by the district to adhere to any timeline or condition established in this agreement shall render the evaluation, including the summative rating, void. Such errors shall automatically require re-employment of the teacher under the appropriate contract which they are otherwise eligible to receive under the collective bargaining agreement and/or Ohio law.

d. Any violation of either procedural or substantive due process shall automatically require re-employment of the teacher under appropriate contract which they are otherwise eligible to receive under the collective bargaining agreement and/or Ohio law.

e. All provisions of OTES shall be governed by the Agreement, in compliance with Ohio Revised Code, and shall be grievable under the applicable grievance provisions of this Agreement. The timeline for initiating a grievance shall begin with the reporting of a teacher's evaluation rating at the end of his/her evaluation cycle.

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

G. Personnel Action

Requirements

1. The evaluation procedure contained in this Agreement may be used in accordance with the non-renewal procedure set forth in Article X (B).

2. For the purposes of Reduction in Force (RIF), all evaluations shall be deemed comparable.

H. Evaluation Instruments

Evaluation instruments shall be used in the teacher evaluation process. These instruments shall be contained in a readily-accessible digital location for the duration of the 2021-2024 contract. In the successor agreement, the instruments shall appear in the appendices of this Agreement, and may be modified by mutual agreement of the Joint Evaluation Committee.

Form 1: Ohio Department of Education (ODE) Self-Assessment Summary Form
Form 2: ODE Professional Growth Plan Form
Form 3: ODE Improvement Plan
Form 4: ODE Assessment of Teacher Performance Evaluation Rubric
Form 5: ODE Pre-and Post- Conference Questions
Form 6: ODE Post Conference Planning
Form 7: ODE Combining Student Growth Measure Form
Form 8: Walkthrough Form
Form 9: Student Learning Objectives (SLO) Template
Form 10: Student Learning Objectives (SLO) Calibration Form
Form 11: Speech-Language Pathologist Performance Evaluation Rubric
Form 12: Final Summative Rating

ARTICLE VIII – TEACHER AUTHORITY

A. Disciplinary Rights

1. The teacher shall have the right to discipline pupils for acts, which are detrimental to the good order and the best interest of the school.

2. Each building principal shall provide the teaching staff in that building with guidelines, outlining proper building procedure in regard to pupil discipline. In the event that these guidelines need to be changed, a committee of teachers, administrators, parents and students when appropriate, shall be created. Any changes will be recommended to the Superintendent for appropriate action.

3. The Administration recognizes its responsibility to give full support and assistance to professional staff members with respect to the maintenance of control and discipline in the classroom.

4. Emergency application of force or restraint is sometimes necessary. When immediate action is called for, the teacher shall have the right to protect himself/herself and to protect other persons and property.

5. All disciplinary actions shall be taken in accordance with Board Policy.

B. Gross Misconduct

1. Whenever a student fails to respond to a teacher's reasonable request to refrain from activities which seriously damage the learning atmosphere in the classroom,

disciplinary action will be promptly taken by the classroom teacher. If the teacher's disciplinary attempts are not successful, action will be promptly taken by the building principal. After taking such action, the principal shall communicate it to the affected teacher(s) before that student is returned to the site of the incident.

2. The term classroom, in this Section, shall be defined as any and all areas for which a teacher has been assigned and/or any and all areas of school property wherein a teacher may be present.

C. Assault and Battery

1. In the event that a teacher is absent due to a physical disability resulting from an assault which is employment related, such teacher will be maintained on full pay status for a period up to sixty (60) school days. Any employee requesting such assault leave shall furnish, when able, a signed affidavit, attesting that such injury is an outgrowth of the above stated battery. A medical certificate from a licensed physician stating the nature of the disability and the probable duration of the incapacitation shall be required before assault leave can be approved for payment by the Superintendent of Schools.

2. Falsification of either a signed statement or physician's certificate is grounds for suspension and/or termination of employment under O.R.C. Section §3319.16. Such leave granted shall not be chargeable against sick leave earned or earnable under O.R.C. Section §3319.141.

3. Any student who commits or threatens assault upon a teacher in the classroom shall be removed from the classroom immediately, upon the request of the teacher. Any student who commits or threatens battery upon a teacher in the classroom shall be removed from all classroom activities immediately. Depending on the seriousness of the student's actions, as determined by the building principal, the student shall not be returned to the same room as the affected teacher or individual for at least the remainder of that school day. In such a situation, the teacher shall have the option to take up to forty-five (45) minutes duty free from resuming duties. Teachers used to cover for the teacher by covering the class or absorbing students will be chosen using alphabetical rotation. Any such teacher or teacher chosen shall not receive additional pay.

4. A student having committed or threatened battery upon a teacher shall not be reassigned to that teacher's class without the prior knowledge and consent of the teacher. The only exception to this would arise when there is only one (1) teacher instructing a needed (requirement) course for graduation.

D. Academic Freedom

Each member of the professional staff in the District shall have the discretion to conduct classroom activities and utilize classroom materials so long as they are consistent with the Board adopted curriculum and administrative rules or regulations.

ARTICLE IX – GRIEVANCE PROCEDURE

A. Definitions

1. A grievance shall be defined as a violation, misinterpretation or misapplication of any provisions of:

   a. The current negotiated Agreement; or

   b. The rules, orders, regulations and established policy of the Board and/or administrative regulations governing or affecting employees.

2. An aggrieved party or grievant as referred to herein shall mean any employee, group of employees or the Association who has suffered an inequity because of a violation as defined in Sections A(1.) or A(1.)(b.). No employee or group of employees may initiate the grievance procedure without Association approval.

3. Parties of interest shall be the aggrieved party, Association, or the representative selected by the grievant, building principal and/or the appropriate administrator directly involved at the given level of this procedure. The grievant has the right to Association representation at all meetings and hearings involving the grievance.
4. The grievance form is Appendix E.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, an equitable solution of grievances. A grievance must be filed within twenty (20) days of the time the aggrieved was aware, or should have been aware, of the action leading to the grievance.

C. Informal Procedure

1. An aggrieved party shall first discuss the grievance with the appropriate administrator with the objective of solving the matter informally. The aggrieved shall have the right to be accompanied by an Association Representative.

2. Should the matter not be resolved to the satisfaction of the aggrieved party, further informal efforts may be made at a higher administrative level or the formal grievance procedure may be initiated.

3. So that there is no ambiguity, the aggrieved shall definitely state orally that he/she is embarking upon the informal grievance procedure while discussing the problem with the appropriate administrator.

4. In the event that the aggrieved party is a group of teachers or the Association, they shall first discuss the grievance with the Superintendent with the objective of solving the matter informally. Should an agreement not be reached at this meeting, the aggrieved may commence the formal grievance procedure at Level

Two. The aggrieved shall have the right to be accompanied by an Association Representative.

D. Formal Procedure

1. Level One: (Administrator's Level)

a. Should the aggrieved party not be satisfied with the disposition of the grievance in the informal procedure, he/she shall, within twenty (20) days, submit the grievance in writing, using the prescribed form, to the appropriate administrator, with copies to all parties of interest. The twenty (20) days stipulated in Section D(1.)(a.), runs concurrently with the twenty (20) days in Section B – Purpose.

b. Within five (5) days following the receipt of the grievance, the administrator shall hold a formal hearing with the grievant at a mutually acceptable time. The aggrieved shall have the right to be accompanied by an Association Representative.

c. If the aggrieved party and the Administration agree upon a resolution of the grievance at this meeting, the appropriate administrator's report is to be written and agreed to by both parties at that time. If no agreement can be reached, the administrator shall respond within five (5) days with his/her decision with a copy to the Association.

d. If the grievant, after examining the administrator's decision, still wishes to pursue the grievance, he or she has five (5) days from the receipt of the administrator's report to request a Level Two hearing.

2. Level Two: (Superintendent's Level)

a. Within five (5) days of notification that a grievance still exists, the Superintendent, or his designee, shall conduct a hearing involving all parties of interest. The aggrieved shall have the right to be accompanied by an Association Representative. A decision in writing shall be rendered within five (5) days of the hearing by the Superintendent or his/her designee with a copy to the Association.

b. If the grievant, after examining the Superintendent's decision, still wishes to pursue the grievance, he/she has ten (10) days from the receipt of the Superintendent's report to request a Level Three Hearing or a Level Four Hearing.

3. Level Three: (Mediation)

a. Following the Superintendent's decision at Level Two and within ten (10) days of notification that a grievance still exists, the Administration or Association may submit the matter to the Federal Mediation and

Conciliation Services (FMCS) for mediation. If the Administration is making the request, it shall be submitted to the Association President and if the Association is making the request, it shall be submitted to the Superintendent.

b. Mediation may be attended by up to four (4) representatives from either side.

c. If the mediation is not successful or is not chosen by the Association, the grievance shall advance to Level Four in accordance with the timelines stated in 2(b) above.

4. Level Four: (Board Hearing Level)

a. Within ten (10) days of the receipt of a request for a Level Four hearing by the grievant, the Superintendent shall set a date for the hearing. Said date shall be the next regular Board meeting (not to exceed thirty (30) days from the receipt of the grievance). A grievant shall have the right to be accompanied by an Association Representative.

b. The Board's decision in writing shall be rendered within ten (10) days of the hearing. Copies of the Board's decision shall be sent to the aggrieved party, the administrative person against whom the grievance was filed and/or the Superintendent, and to the Association.

c. If the grievant, after examining the Board's decision, still wishes to pursue the grievance, he/she has five (5) days from the receipt of the Board's decision to request a Level Five action.

d. Grievances filed under Section A(1.)(b.) shall not be appealed beyond this step.

5. Level Five: (Arbitration Level)

a. Should the grievance still exist, the grievant may request in writing that the President of the Association file a demand for Arbitration with the American Arbitration Association by submitting a list of the names of seven (7) qualified arbitrators within thirty (30) days from the Level Four decision. The Association shall have the exclusive right to determine whether to proceed to the arbitration step of the procedure. If the Association's executive committee authorizes the President to do so, a letter to the American Arbitration Association shall be sent within thirty (30) days of the receipt of the grievant's request. All procedures relative to arbitration shall be according to the Voluntary Rules and Regulations of the American Arbitration Association.

b. Within five (5) days of the receipt of the names of the proposed arbitrators, the Superintendent (or his/her designee) and the Association

designee shall strike names from the list until one (1) ultimately is designated as the arbitrator. The arbitrator shall hold a hearing at the earliest possible date following his/her selection. The arbitrator's decision shall be in writing and will set forth his/her findings, reasoning and conclusions on the issue submitted.

c. The arbitrator will be without power or authority to make any decisions which violate the terms of this Agreement or exceed his/her authority as prohibited by law.

d. The decision of the arbitrator shall be binding in matters arising from Section A(1.)(a.) of the definition of a grievance. The arbitrator shall have no power to alter, add to or detract from the provisions of the negotiated Agreement and/or School Board policy. The cost of the services of arbitration will be borne equally by the Board and the grievant.

E. Miscellaneous

1. Time limits specified in this Article may be extended by written mutual agreement of the grievant and the administrator involved. Failure of the grievant to comply with timelines shall be cause for the grievance to be dismissed. Failure of the Board to comply with the timelines shall result in the grievance moving to the next step.

2. In the event that a grievance is filed after May 15th of any year, all parties shall process such grievance at a mutually acceptable time, but not later than the beginning of the next school term.

3. All parties shall make available information as is requested for the processing of any grievance.

4. The grievant and the Association President (and/or the grievance chairperson) and any relevant witnesses subpoenaed by the Association, shall be granted the release time with pay and full benefits to attend arbitration hearings for individual grievances if scheduled during the school work day.

5. Each hearing shall have the provisions for: initial presentation of grievant's case, presentation of administrator's case, opportunities for questioning and final summations, with either party having the right (at its option) to waive any or all of the foregoing.

6. Even if the administrator, supervisor or other party in interest does not consider a grievance to be substantively or procedurally correct, the grievant shall have the right to appeal the grievance to the next level.

7. No reprisals or recriminations shall be taken against any teacher who files or takes part in a grievance.

ARTICLE X – NON-RENEWAL AND TERMINATION OF CONTRACT

A. Non-renewal

Non-renewals shall be for cause.

A teacher whose limited teaching contract is to be recommended for non-renewal shall be given written notification by the Superintendent and/or his designee by May 10th with written reasons for this recommendation. This Article shall not apply to the non-renewal of supplemental contracts.

The procedure set forth below will govern the procedure for Post Board of Education Action:

Post Board of Education Action

In the event that a teacher's contract is not renewed by the Board of Education, the procedure below shall be available to said teacher if requested.

This procedure is intended by the parties as a substitute for a non-renewal procedure appearing in O.R.C. Section §3319.11 and Section §3319.111. The parties further agree that any procedural challenge to a contract non-renewal shall only be in accordance with the negotiated grievance procedure.

1. Any teacher receiving written notice of the intention of a Board of Education not to reemploy such teacher may, within ten (10) days of the date of receipt of the notice, file with the Treasurer of the Board a written demand for a written statement describing the circumstances that led to the Board's intention not to reemploy the teacher.

2. The Treasurer of the Board, on behalf of the Board, shall within ten (10) days of the date of receipt of a written demand for a written statement, provide to the teacher a written statement describing the circumstances that led to the Board's intention not to reemploy the teacher.

3. Any teacher receiving a written statement describing the circumstances that led to the Board's intention not to reemploy the teacher may, within five (5) days of the date of receipt of the statement, file with the Treasurer of the Board a written demand for a hearing before the Board.

4. The Treasurer of the Board, on behalf of the Board, shall, within ten (10) days of the date of receipt of the written demand for a hearing, provide to the teacher a written notice setting forth the time, date and place of hearing. The Board shall schedule and conclude the hearing within forty (40) days of the date on which the Treasurer of the Board receives a written demand for a hearing.

5. Any hearing conducted pursuant to this procedure shall be conducted by a majority of the members of the Board. The hearing shall be in executive session

of the Board unless the Board and the teacher agree to hold the hearing in public. The Superintendent, teacher and any person designated by either party to take a record of the hearing may be present at the hearing. The Board may be represented by counsel and the teacher may be represented by counsel and/or designee.

6. Within ten (10) days of the conclusion of a hearing, the Board shall issue to the teacher a written decision containing an order affirming the intention of the Board not to reemploy the teacher reported in the notice given to the teacher, or an order vacating the intention not to reemploy and expunging any record of the intention, notice of the intention and the hearing conducted pursuant to this procedure.

B. Discipline or Reprimand

1. No Bargaining Unit Member shall be disciplined without Just Cause.

2. The Board agrees that, whenever possible, a disciplinary problem shall initially be resolved between the employee and his/her immediate Supervisor.

3. No teacher shall be criticized, reprimanded or disciplined in the presence of anyone except administrative supervisory personnel.

4. Each party shall have the right to a representative of his/her choice at any disciplinary conference. The attendance of the representative shall not cause unnecessary delay in the discipline process. Except for written warnings, the Bargaining Unit Member and Association President shall receive a copy of any disciplinary notice and/or action before discipline can be issued.

5. During any investigation, the Bargaining Unit Member may not be relieved of his/her duty without pay.

6. Before a Bargaining Unit Member is issued any discipline, other than a written warning, the member shall receive a written notice of pre-disciplinary hearing. The notice shall specify that the Bargaining Unit Member is entitled to bring an SSLTA and/or OEA representative to the meeting. If necessary, the hearing will be rescheduled by mutual agreement to accommodate the attendance of a representative(s) in accordance with paragraph 4 above.

7. The Bargaining Unit Member shall be notified either in the written notice or at the beginning of the pre-disciplinary hearing of the allegations against him/her. The Bargaining Unit Member and/or his/her representative(s) have the right to ask clarifying questions at any point and to respond to each allegation. When written evidence exists, the Administration/Board shall provide copies of all written evidence presented at all pre-disciplinary hearings to the Bargaining Unit Member and his/her representative(s).

8. The Administration shall impose discipline no later than fifteen (15) work days after the conclusion of the disciplinary hearing, unless the Superintendent notifies the Association President in writing that more time is necessary.

9. Recommended Progressive Discipline Steps:

   The following steps of progressive discipline will be used by the Administration. Only the Board of Education is permitted to terminate an employee.

   Step 1: Written Warning; A written warning shall be given to the employee. The employee shall initial the warning to confirm receipt. The written warning shall not be placed in the employee's personnel file but shall be considered proof of discipline.

   Step 2: Written Reprimand;

   Step 3: Written Reprimand or Suspension with or without pay, not to exceed three (3) days as deemed appropriate by the Administration. Only the Superintendent can impose suspension without pay;

   Step 4: Suspension with or without pay, not to exceed five (5) days;

   Step 5: Suspension or termination as deemed appropriate under the circumstances.

10. The Administration/Board may skip any step for serious offenses.

11. Bargaining Unit Members have the right to appeal any disciplinary action except termination through the grievance procedure of this Agreement.

ARTICLE XI – COMPENSATION

A. Salary Payment and Paychecks

Compensation shall be divided into 24 pays to be paid on the 5th and 20th of each month. All employees will be paid utilizing direct deposit. Should a regularly scheduled pay date fall on a bank holiday, payment will be direct deposited on the preceding date that banks are open. Upon presentation to the Treasurer of a signed authorization form, employees participating in a direct pay plan shall have the Treasurer deposit all earned income, less authorized deductions for such employees, with a financial institution. The financial institution shall be provided with the necessary payroll information of participating employees no later than the first day prior to the time employees would normally receive their pay.

By July 1, each teacher will receive a written contract and salary notice from the District Treasurer.

B. Balances

A teacher who is resigning upon completion of the contract period, or is suspended under Article XVII, may receive, upon request, the balance of his/her annual compensation on the second pay of June, provided such request is filed with the Treasurer before June 1st. Receiving of salary balances will not preclude being eligible for fringe benefits until effective resignation, or in the case of Article XVII, suspension date.

C. Payroll Deduction

The Board shall provide the following payroll deduction options to all members of the teaching staff providing these requests have been made in writing to the Treasurer's office.

1. Employee's Credit Union – Deductions may be requested for any pay period. They will begin the first pay period after forms have been properly filled out and submitted to the Treasurer. All deductions will be made in equal installments each pay period.

2. Annuities/Deferred Compensation Programs – Open enrollment for annuities will be from September 1 – 15 and March 1 – 15. Teachers wanting to participate in an annuities program may enroll during these two (2) periods only. Deductions shall be made in equal installments each pay period. Employees will have the right to use any Board approved vendor.

3. United Way – Deductions will be made available to employees in twenty (20) equal deductions. Each year an announcement from the Treasurer will be made as to when the deductions will be made. The Treasurer will arrange these dates so that they coincide with deadlines established by the United Way.

4. Association Dues – Except as provided in Article IV, Section N, upon filing proper forms with the Treasurer, Association dues may be deducted in twenty (20) consecutive equal payments beginning with the second pay period of October.

5. State Teachers Retirement Systems (STRS) – Payroll deductions for State Teachers Retirement Systems will be made available to members of the Association. Deductions shall be made in equal amounts pro-rated over the year, so as to coincide with the number of pay periods in the year.

6. STRS Salary Reduction Pick-Up – The Board of Education agrees to pick-up contributions to the State Teachers Retirement System an amount equal to each certificated employee's contribution to STRS in lieu of payment to such employee, and that such amount contributed by the Board on behalf of the certificated employee shall be treated as a mandatory salary reduction for the contract salary otherwise payable to such certificated employee.

7. Benefits – Sick leave, severance, vacation, supplemental and extended service pay and insurance benefits which are indexed to or otherwise determinable by reference to the employee's rate of pay shall be calculated upon both the cash salary component and pick-up component of the employee's restated salary.

8. Foundation Deduction – Deductions will be made for donation to the educational endowment. They will begin the first pay period after forms have been properly filled out and submitted to the Treasurer.

9. OEA Fund – Deductions may be requested during any pay period. They will be deducted in equal installments beginning with the first pay period after forms have been properly filled out and submitted to the Treasurer.

10. Sheffield-Sheffield Lake City School Levy Committee – Deductions may be requested during any pay period. They will be deducted in equal installments beginning with the first pay period after forms have been properly filled out and submitted to the Treasurer.

11. PD Purses Innovative Technology Fund – Deductions may be requested during any pay period. They will be deducted in equal installments beginning with the first pay period after forms have been properly filled out and submitted to the Treasurer.

12. Sheffield Teachers for Cardinal Pride (Political Action Committee Fund) – Teachers who desire to contribute to this fund may request that donations commence during any payroll period. Funds will be deducted in equal installments beginning with the first pay period after the forms have been properly filled out and submitted to the District Treasurer.

D. Salary Schedule Placement

1. Credit hours for the purpose of placement on the salary schedule shall be defined as those semester hour credits earned for graduate courses that are within the teacher's present certification or a planned program leading to additional areas of teacher certification, guidance or administration. Upon approval of the Superintendent, any other courses, graduate or undergraduate may be certified for proper placement on the salary schedule.

2. Credits must be earned in those institutions approved by the State Department of Education and the State Board of Regents in order to be considered for placement on the salary schedule. All steps indicated above the Bachelor's Degree level signify that the teacher has earned that number of additional credits after receiving the bachelor's or master's degree.

3. Semester hours used for advanced salary schedule placement must be earned after completion of a bachelor's or master's degree. This applies to certified staff members asking for advanced placement after Jan 1, 1998.

4. Each teacher who has completed training which qualifies that teacher for a higher salary bracket pursuant to O.R.C. Section §3317.14 shall file, either by the fifteenth (15th) day of September or the fifteenth (15th) day of January of any given school year with the Treasurer of the Board of Education, satisfactory evidence of the completion of such additional training. If the teacher files satisfactory evidence by the fifteenth day of September, the Treasurer shall place that teacher at that salary level for the entire school year. If the teacher provides satisfactory evidence by the fifteenth (15th) day of January, the Treasurer shall place that teacher at the appropriate salary level from January 1 until the end of the school year. Adjustment shall be made on either date, not to exceed one (1) adjustment per school year.

E. Supplemental Contract Payments

1. Payments for supplemental contracts which are not year-long supplementals shall be made in two (2) installments. The first one shall be paid half way through the activity and the second at the end of the activity. The Supplemental Contract Committee shall determine these payment dates prior to the end of the prior school year. These shall be paid in the regular payroll check with a separate explanation of deductions, taxes and listing for each supplemental shall be included with the first pay check.

2. Those holding year-long supplementals shall receive four (4) installments; as determined by the Supplemental Contract Committee calendar as referenced in Article XI, E(1).

F. Severance Pay

1. Teachers who leave the Sheffield-Sheffield Lake School System after ten (10) or more years of service with the Sheffield-Sheffield Lake School System shall be paid a lump sum equal to twenty-five percent (25%) of the value of accrued but unused sick leave credit up to a maximum of seventy-five (75) days. Such payment shall be based upon the teacher's daily rate of pay at the time of separation. Such payment shall be made in two (2) equal installments to the employee's 403(b) account as established in Section G below. The first payment shall be made at the time of severance. The second payment shall occur during the first month of January following the teacher's departure.

2. If an employee dies while in the employ of the Sheffield-Sheffield Lake Board of Education, his/her estate shall be paid an amount equal to what the employee would have received had he/she retired.

G. 403(b) Plan

1. Notwithstanding anything in this Agreement or Board policy to the contrary, the Board shall adopt a "Tax Deferred 403(b) Annuity Plan for Government Employees."

2. The terms of the 403(b) Plan shall include the following:

   a. Participation in the 403(b) Plan shall be mandatory for any teacher actively employed on or after July 1, 2014 and age 55 or older, who would be entitled to severance pay under Article XI, Section F.

   b. If a retiring teacher is a participant in the 403(b) Plan, an employer contribution shall be made on his/her behalf under the 403(b) Plan in an amount equal to the total amount of the Participant's severance pay in accordance with Article XI, Section F.

   c. The required contribution to the 403(b) Plan shall be made within the timeframe described in Article XI, Section F regarding the payment of severance pay; provided, however, that if the amount payable to the 403(b) Plan in the calendar year of retirement would exceed the maximum amount that is permitted under the applicable federal income tax law for that year, the remaining amount shall be contributed to the 403(b) Plan after the first payroll date in January of the next calendar year.

   d. A teacher who is a participant in the 403(b) Plan shall complete a 403(b) Plan sponsor enrollment package prior to retirement; and unless and until a teacher does so, no contribution of severance pay shall be made to the 403(b) Plan on behalf of the teacher.

   e. If a teacher is entitled to have a contribution paid to the 403(b) Plan and dies prior to such contribution being paid to the 403(b) Plan, the contribution shall be paid to a Beneficiary of the teacher in accordance with the terms of the 403(b) Plan. In the event no beneficiary was designated by the employee, the Severance Pay will be paid to the deceased's estate.

   f. The Plan year of the 403(b) Plan shall be the calendar year.

   g. After adoption of the 403(b) Plan, any administrative fees shall be borne by the 403(b) Plan Participants.

3. Any teacher who is entitled to severance pay who is not an eligible participant in the 403(b) Plan will continue to be eligible for any and all severance payments in accordance with Articles XI, Section F. The teacher may elect to defer such payments to a tax-sheltered annuity that is tax qualified under Internal Revenue Code Section 403(b) (a "TSA") and/or 457(b) Plan as may be provided by the employer and as permitted by law and Board policy.

4. All contributions to the 403(b) Plan, all deferrals to a TSA or 457(b) Plan, and all check payments to teachers, shall be subject to reduction for any tax withholding or other withholding that the Treasurer, in his/her sole discretion, determines is required by law. Neither the Board nor the SSLTA guarantees any tax results

associated with the 403(b) Plan, deferrals to a TSA, 457(b) or check payments made to a teacher.

5. In the event a teacher is ineligible to participate in the 403(b) Plan and dies, the Severance Pay shall be paid to the employee's estate.

6. One exclusive provider shall be designated by the Board with mutual agreement from the Association, for any bargaining unit member participating in a 403(b) special pay plan under the provisions of this Section.

H. Attendance Pay

1. Any employee not using sick leave for any school year period will be compensated one (1) additional day pay at his/her current per diem rate or at the option of the employee a compensatory day to be used for the following school year. Any employee not using more than one (1) day of sick leave for any school year period will be compensated one-half (1/2) additional day pay at his/her current per diem rate or at the option of the employee a compensatory day to be used for the following school year.

2. Any employee not using all of his/her personal leave for any school year will be compensated at the current substitute teacher per diem rate for each full day of unused personal leave, or may elect to have unused personal days converted to sick days.

3. Payment for either or both will be made in the first pay of August.

4. The Superintendent and the President of SSLTA shall meet in the spring to develop a list of positive recognition for teacher attendance.

I. Curriculum Writing

1. Teachers requested by the Administration to assist in writing curriculum guides, or courses of study, the selection of textbooks and the development of testing, will be compensated for work performed outside the normal teacher work day or work year. Such compensation will be at an hourly rate of seventy-eight percent (78%) of the hourly rate of a BA-0 teacher on the salary schedule not to exceed the number of hours specified in the teacher's contract, as approved by the Board for the project. The administrator responsible for the project shall approve the type of work to be performed outside the normal work day or work year, estimate the number of hours to be worked and the work site prior to any such work being performed.

2. Payment, less required deductions, for any work performed under this Section will be made at the next regular pay period after completion and approval of the work and after the teacher provides a written log showing the hours and the type of work performed. Teachers' participation in curriculum writing, textbook selection and testing design shall be voluntary. Teachers' writing curriculum or

courses of study, selecting textbooks, and designing testing shall be issued a supplemental contract for their services indicating required components of the writing task, commencement and completion dates.

3. Notices of the need of curriculum or courses of study writing, textbook selection, and/or testing design services shall be posted for five (5) days during the regular school year, and in the summer mailed at least seven (7) working days before Board action. The final selection of teachers to provide writing services from among the applicants shall be reserved to the Superintendent.

J. District/School Committee Meetings

1. The Board and the Association agree that teachers should participate in the development, implementation, evaluation and improvement of teaching methods, educational goals and building scheduling. Accordingly, teachers employed by the Sheffield-Sheffield Lake Board of Education will automatically assume the responsibility of participating in the committees established by the Administration. The Administration has the ultimate authority to establish building schedules.

2. Those teachers requesting to participate, or if no one requests, are selected as their grade level or subject area representative shall be provided release time to attend District/school committee meetings. Meetings shall be scheduled as one half (1/2) or whole work day and a substitute shall be paid by the Board to cover the teacher's classes.

3. Teachers participating in meetings not addressed elsewhere in the Master Agreement and scheduled after the regular work day or during time when school is in session, shall either be compensated at BA-0 Step hourly rate of pay or, at the teacher's option, accumulate comp time to be taken as a release day in half (1/2) day increments which can be taken at the teacher's discretion.

4. Teachers participating in an Individual Educational Plan or a Multifactored Evaluation meeting, scheduled after the regular work day or during their lunch, at the request of the case manager, shall be compensated at their hourly rate of pay or, at the teacher's option, accumulate compensatory time to be taken as a release day in half (1/2) day increments within that school year, which can be taken at the teacher's discretion. All efforts will be made by the case manager to schedule the meetings during the regular school day.

K. Professional Development

The Board and the Association recognize the importance of continuing education in terms of the growth of the professional staff. For this reason, each bargaining unit member currently placed at Masters +24 on the salary schedule who attains a minimum of thirty (30) clock hours of continuing education credits shall receive a stipend of five hundred dollars ($500). The same bargaining unit member attaining an additional fifteen (15) clock hours shall receive an additional two hundred fifty dollars ($250). Therefore, a

bargaining unit member at Masters +24 on the salary schedule can receive up to seven hundred fifty dollars ($750). To receive payment, the teacher must meet the requirements each school year. For this provision, clock hours of continuing education shall be completed between July 1 and June 30 for the ensuing year. The information substantiating the attainment of up to forty-five (45) clock hours must be turned in to the Superintendent's office by July 10. Payment shall be made within fourteen (14) calendar days of the submission of substantiation. Clock hours of continuing education must be conducted outside of the contracted work day. Further, no additional reimbursement may be collected for the professional development (i.e., tuition reimbursement). Professional development clock hours must be from an approved list of topics selected by the Superintendent.

ARTICLE XII – TERMS OF EMPLOYMENT

A. Work Year

1. Every two (2) years the Superintendent or his/her designee and the SSLTA and SSLCEA Presidents and/or his/her designees will meet to develop at least two (2) optional arrangements of the school year calendars. The first meeting will occur by November 1 of any school year necessary to maintain School Calendars for the next two (2) school years. The School Calendars shall include one hundred eighty-one (181) days, or their hourly equivalent, for student instruction and three (3) in-service days, or their hourly equivalent. NEOEA Day will be scheduled as a "no school" day and will not be included in the school calendar. The Associations shall poll the members of the bargaining units and the option with the majority vote shall be recommended to the Board by the Superintendent. In the absence of a majority, a plurality vote shall take place, and the option with the most votes shall be recommended to the Board by the Superintendent. The recommendation is to be made to the Board on or before November 30.

2. Each year, the Superintendent (or his designee) and the Association President (and/or his/her designee) will meet to develop at least three (3) option agreements of in-service days. The Association shall poll the bargaining unit, and the option with the most votes shall be recommended to the Board.

3. The last day of the first, second, and third nine (9) week grading periods shall be a designated records day. There will be no administrative directed meetings on these days. Each professional development day of the work year that precedes the first student day shall contain a minimum of two (2) hours that are self-directed by the teaches**.**

B. Work Day

1. The work day for all employees eligible for membership in the Association shall not exceed seven (7) hours and fifteen (15) minutes.

    a. The building administrator and/or a designee and certified personnel may

mutually agree to use flextime during the normal workday.

b. A plan will be submitted to the Superintendent and the SSLTA President/Designee. The plan will need approval of both parties.

2. Teachers will be guaranteed a duty-free lunch period per day:

a. Teachers in grades 7 through 12 shall have a minimum of thirty-five (35) minutes per day.

b. Teachers in grades Pre-K through 6 – equal in length to students' lunch and midday recess. In order to aid in the supervision of students, teachers will be at their classroom door five (5) minutes before the end of the students' lunch and noon recess period.

c. At the beginning of each school year, a building level committee consisting of the building administrator, a teacher from each grade level, and a monitor assigned to midday duties will meet to develop a plan for midday procedures and supervision. This plan will be completed and reviewed by the Superintendent by the second Friday in September.

3. Unless a serious emergency exists, teachers may leave the building during their duty-free scheduled lunch period upon notification to the building administrator.

4. When substitute teachers are not available, bargaining unit members who are assigned to substitute during their planning time, and who do provide instruction in that subject area, will be compensated on the pro-rated base of the assigned teacher's salary per class period. "Instruction in that subject area" shall be defined as any academic subject and/or duty assignment. Payment for services rendered under this Section shall be issued no later than the earliest pay period following the substitution. The District Treasurer shall keep a record, and that data shall be furnished to teachers at the time the compensation is paid.

In the event that adequate substitute teachers are not readily available to fill unanticipated absences, the following procedures shall be observed:

a. The administrator or his/her designee shall review all available options to cover absences. The Administration may reassign a teacher who is on duty to cover such classes. The Administration shall only reassign an on-duty intervention specialist or co-teacher to cover such classes as a last resort.

b. If the administrator finds it necessary to cover an absence with an available teacher who is scheduled at the time for a planning period, then the administrator or designee will ask the available teacher(s) to cover the absence. An effort should be made to rotate requests for coverage among the teachers available to cover the absence through a building list of bargaining unit members in alphabetical order. Each request for

coverage shall begin one name below the name of the most recent volunteer. PreK-6 buildings shall follow the procedure with the exception that when an applied academics teacher is absent, the class's homeroom teacher shall have the first right to volunteer to substitute. Should the teacher voluntarily accept the coverage assignment, then the teacher will be reimbursed according to Article XII, Section B, (4).

c. In the event that the administrator determines that he/she may not reassign teacher(s) to fill a temporary absence and available teachers on a planning period have stated their preference to not use their scheduled planning period the administrator may then require a teacher to cover the class. The teacher will be reimbursed according to Article XII, Section B, (4).

5. Any specials teacher providing coverage by taking an additional class during their regularly scheduled class shall be reimbursed at the rate established in Article XII, Section B, (4).

6. Any teacher who absorbs extra students into his/her regularly assigned duty as a result of a teacher's absence without an external substitute, shall be compensated as follows: 1. At the elementary level: The daily sub rate plus $10 divided by the number of teachers absorbing student; 2. At the secondary level: The daily sub rate plus $10 divided by the number of teachers absorbing students divided by six (6) class periods for time with the extra students. See Appendix H.

7. Each teacher will be guaranteed duty free time during the student day for planning and preparation.

a. Teachers in grades 7 through 12 – equal to one (1) scheduled class period. Administratively scheduled meetings or meetings to comply with requirements under the law shall not be scheduled during planning time, without compensation requested by the teacher. If administration requests attendance at these meetings, then teachers can choose to be compensated at their hourly rate.

b. Teachers in grades K through 6 – a minimum of two hundred (200) minutes per week, and a minimum thirty (30) consecutive minutes daily**.** Once a month on House Day, Brookside Intermediate teachers shall receive the same amount of planning time as on the other days, though there shall not be a required number of consecutive minutes for this time. Administratively scheduled meetings or meetings to comply with requirements under the law shall not be scheduled during planning time, without compensation requested by the teacher. If administration requests attendance at these meetings during planning time, then teachers can choose to be compensated at their hourly rate.

8. Time periods delineated in this Article may be waived for the express purpose of parent-teacher conferences during the regularly scheduled conference days appearing in the school calendar and special days of scheduled assemblies, etc.

9. Newly hired, full-time (long-term) substitutes shall be compensated at the per diem rate of a BA-0 teacher on salary schedule. Returning full-time (long-term) substitutes shall be given credit for past full-time (long-term) substitute experience equal to one (1) year for each total accumulation of one hundred twenty (120) days of such experience. Full or part-time tutors shall be compensated at an hourly rate of eighty-eight percent (88%) of the hourly rate of a BA-0 teacher on the salary schedule. Full-time (long-term) substitutes shall be eligible to receive sick leave, religious leaves, personal leaves, and leave for legal and jury duty, once they have served for twenty (20) work days. In addition to the aforementioned leaves, tutors will be eligible to receive all other leaves provided in Article VI of the Agreement. Full-time (long-term) substitutes and tutors shall be compensated for approved leaves commensurate with their normal work schedule.

10. Part-time members of the bargaining unit shall be permitted to participate in the benefits specified under Article XIV on an annual cost basis. Premiums shall be paid by the employee to the Treasurer of the District prior to the first of each month.

11. Tutors will be compensated for scheduled tutoring sessions when their assigned students are absent from school unless notice of the child's absence is provided the day prior to the absence.

12. Short-term casual, day-to-day substitutes will be considered full-time (long-term substitutes) after sixty (60) consecutive days in the same position, and will be entitled to fringe benefits, herein listed, on the sixtieth (60^{th}) day. Said long-term substitutes will not qualify for the signing bonus or the insurance opt-out amount.

C. Faculty Meetings

Faculty meetings outside the regular teaching day shall be scheduled at the discretion of the building administrator. Teachers will be required to meet no longer than two (2) hours per month beyond their regularly scheduled days except in cases of extreme emergency.

D. Absenteeism

It shall be the responsibility of the teacher to report their absence due to illness and/or authorized leave to the proper designee of the Administration, giving that person notice no later than sixty (60) minutes prior to the start of the school day, or 6:45 a.m. whichever is later.

E. Class Size and Subject Preparations

1. The maximum class size for PreK shall not exceed the state maximums. However, if the number of students in PreK exceeds twenty eight (28) students per teaching day, the teacher shall be entitled to the amounts set forth in Article XIII.E.4.

2. The maximum class size for grades 7 through 12 shall be no more than one hundred sixty (160) students per teaching day. Each individual class period shall count towards the class size maximum.

3. If a class size is exceeded an affected teacher shall be entitled to One Hundred Twenty-Five ($125.00) Dollars per quarter up to a maximum of Five Hundred Dollars ($500.00) per year. Payments shall be made each quarter for overages.

4. For purposes of this Section, students in excess of established class size limits for more than any ten (10) consecutive school days in a semester shall be considered an overage. Class size shall be calculated every nine (9) weeks.

5. All state standards shall apply to special education classes and vocational programs.

6. The above class size maximum, shall not apply to, band, choir, and physical education as well as the following non-graded areas: homeroom, study hall, and library.

7. Subject preparations are set at a maximum of four (4) for grades 7 through 12. Any teacher scheduled for more than four (4) preparations as listed hereto shall receive a stipend of Three Hundred Dollars ($300.00) per preparation per semester above the four (4). A teacher with more than four (4) subject preparations may waive his/her right to the additional compensation upon mutual agreement between the Administration, Association and Teacher. Excluded from said provision is, physical education, choir, band and special education classes. Each subject taught would represent a distinct and separate preparation as represented by a different teaching plan, curriculum and materials used for the subject.

8. Preparation shall be determined as Language Arts, Math, Science, Social Studies, Industrial Arts, Vocational, Art, Business, Foreign Language, and general music.

9. All teachers who are required to write Reading Improvement and/or Monitoring Plans ("RIMPs") may request one-fourth (1/4) release day per quarter write/prepare the RIMPs. The request shall be submitted to the building principal and subject to his/her approval.

10. Any intervention specialist or speech language pathologist having four (4) or more IEPs due in thirty (30) days, may request one (1) release day for the thirty (30) day period in which the IEPs are due to write/prepare IEPs.

11. All bargaining unit members having eight (8) or more 504s due in thirty (30) days, may request one (1) release day for the thirty (30) day period in which the 504s are due to write/prepare 504s. No more than two (2) release days per member will be granted per year. Additional hours set forth in #14 may be utilized to prepare 504s.

12. All teachers who are required to write twenty (20) or more WEPs per school year may request one-half (1/2) release day to write/prepare WEPs. The request shall be submitted to the building principal.

13. Pre-K teachers shall receive the same amount of weekly planning time as that of Kindergarten teachers. This planning time shall take place during mutually agreed times between teacher and immediate supervisor during the non-student day of the Pre-K week.

14. Pupil services personnel in the following positions shall be granted the following minimum number of extended time hours to utilize in fulfillment of their duties:

a.	High School Counselor:	145 hours
b.	Middle School Counselor:	109 hours
c.	Elementary School Counselor:	73 hours
d.	Psychologist:	109 hours
e.	Social Worker:	73 hours

Such hours shall be utilized at times mutually agreed upon between bargaining unit member and immediate supervisor. However, of the hours for Social Worker and Elementary School Counselor, at least four (4) hours must be used for Family Engagement. Nothing shall prevent the member and supervisor from utilizing hours beyond the above minimums when necessary.

Extended time shall be recorded in quarter hour increments and shall be paid on the first payroll cycle following submission.

F. College Credit Plus

Any classes offered by the District to students through the College Credit Plus program shall first be offered to bargaining unit members in accordance with this Agreement. If no bargaining unit member is qualified, pursuant to the requirements of the program, the Board may arrange for such class(es) to be taught by non-bargaining unit members. In such instances, however, the Board must first seek volunteers who are interested in becoming dual-certified and shall pay the costs associated therewith. All employees teaching any College Credit Plus class shall be SSLTA bargaining unit members.

Bargaining unit members shall be compensated at the rate of 0.02 of the BA 0 rate for each semester during which they teach a College Credit Plus course.

No evaluation conducted by an institution of higher education shall be utilized in the district evaluation of a bargaining unit member. Any evaluation performed by the

institution shall be kept separate from the employee's personnel file. No employee shall be terminated, non-renewed, or otherwise disciplined based upon the results of the institution of higher education evaluation.

G. Conferences

Each building shall have at least one (1) evening conference during conference week. The scheduling of the evening conference shall be determined by the Administration after building staff input. Compensatory time for the extra hours for the certified staff served during conferences shall be reflected by the adopted school calendar.

H. Temporary Emergency Building Changes

1. In cases of unavoidable and/or unpredictable emergencies that threaten the health and safety of students and staff, the Superintendent may close all or part of any building(s) and/or adjust hours, terms and/or conditions of employment while addressing the emergency. It is understood that addressing the emergency is to be done as expeditiously as possible with the goal to return to the regular building(s) with regular hours, terms and conditions of employment.

2. If an emergency is anticipated as possibly occurring, then any plan of change shall be discussed with the Association in the LMC as per Article IV (J) prior to implementation. If, however, the emergency is unanticipated in occurrence, then the Superintendent shall respond immediately and seek Association input as time and conditions become available during the emergency.

3. This provision is not permitted to diminish the Safe Working Conditions (Article III [H]) of employees in any way.

I. Days of Professional Development

1. When meetings of the District Leadership and Building Leadership Teams occur outside of the contractual workday, members of these teams shall be compensated at the BA 0 rate.

2. Teacher input shall be solicited regarding topics of professional development for each school year in District Leadership and Building Leadership Team meetings. Building Principals will provide at least two (2) day notice of the Professional Development agenda to building staff prior to professional development activity.

3. The Board shall provide up to twenty (20) professional leave days per school year for the purposes of professional development for members who teach the following:

   Elementary Music, Elementary Art, Elementary Technology, Elementary Physical Education, Middle School Art, Middle School Band, Middle School/High School Technology, Middle School/High School Choir, Middle School/High School Physical Education, Middle School/High School Heath, Middle School Family

Consumer Science, High School World Language(s), High School Art, High School Band, High School Family Consumer Sciences.

ARTICLE XIII – TEACHERS SALARY INDEX AND SALARY SCHEDULES

A. The Teacher Salary Index is found in Appendix C.

B. Supplemental Duty Pay Schedule

1. Individuals hired to fill supplemental contract positions shall be given credit for previous experience in the same position held in another District or college up to a maximum of five (5) years of credit.

2. Assistant coaches hired for head coaching positions, provided the assistant holds the position in this District and moves to a head coaching position in this District, shall receive no less than one (1) additional increment over salary received as an assistant coach.

3. Developmental Extracurricular Activity Fund (DECAF)

a. The building principal of Knollwood will be granted a DECAF fund equal to ten percent (10%) of the base salary of the teacher's salary schedule. The building principal of Forestlawn will be granted a DECAF fund equal to ten percent (10%) of the base salary of the teacher's salary schedule. The building principal of Brookside Intermediate School will be granted a DECAF fund equal to twenty percent (20%) of the base salary of the teacher's salary schedule. The building principal of Brookside Middle School will be granted a DECAF fund equal to ten percent (10%) of the base salary of the teacher's salary schedule. The building principal of Brookside High School will be granted a DECAF fund equal to twenty percent (20%) of the base salary of the teacher's salary schedule.

The purpose of this account will be for the creation of new, experimental supplemental contracts related to student activities, or the creation of limited duration supplemental contracts to perform specific tasks outside the contractually defined work day, during a duty free lunch and/or outside the contractually defined work year.

b. The creation of a supplemental contract under this fund will be mutually agreed to by the building principal and teacher(s) involved. The principal and teacher(s) will agree to the duties involved, work schedule and level of compensation. This agreement will be put in writing and submitted to the District's Supplemental Contract Committee for review and approval. The committee will notify the parties of its decision within ten (10) workdays of its meeting. If approved, it will be submitted to the Board for employment.

c. Compensation for supplemental assignments created through this fund may range from zero percent (0%) to ten percent (10%) of the base teachers' salary at Knollwood; or zero percent (0%) to ten percent (10%) of the base teachers' salary at Forestlawn; or zero percent (0%) to twenty percent (20%) of the base teachers' salary at Brookside Intermediate School, or zero percent (0%) to ten percent (10%) of the base teachers' salary at Brookside Middle School; or zero percent (0%) to twenty percent (20%) of the base teachers' salary at Brookside High School. Total compensation for all such positions within a building may not exceed the ten percent (10%) – limit at Knollwood; the ten percent (10%) limit at Forestlawn; the twenty percent (20%) limit at Brookside Intermediate School; the ten percent (10%) limit at Brookside Middle School; or the twenty percent (20%) limit at Brookside High School.

d. Academic Intervention/Tutoring shall not account for more than thirty percent (30%) of total DECAF funds. This thirty percent (30%) cap shall apply to each individual building during the first semester. When unused building DECAF funds are made available district wide at the end of the first semester as per Article XIII, Section B (3)(g), the thirty percent (30%) cap shall then apply to the overall district wide DECAF fund.

e. Supplemental contracts created through this fund will automatically conclude at the end of the normal contract year, unless some other ending date is specified in the principal/teacher(s) proposal, and be considered non-renewed at that time without Board action being required.

f. Upon the request of the DECAF contract holder, supplemental contracts created through this fund shall be considered for placement on the regular salary schedule by the Supplemental Contract Committee, once they have been in effect for at least three (3) consecutive school years. At this time or at the end of every ensuing consecutive year of the DECAF contract's being in effect, the DECAF contract holder shall complete the Supplemental Proposal Form and submit it to the Supplemental Contract Committee. The Supplemental Contract Committee shall review this position in relation to other regular supplemental positions and include a proposed salary schedule. The Supplemental Contract Committee shall submit its recommendation to the Superintendent for Board action and the Association for ratification.

g. Building funds unused at the end of the first semester will be made available to staff members in all buildings at the beginning of the second semester each year. Staff members will follow the customary and usual procedures in requesting unused DECAF funds. Remaining DECAF funds will continue to be monitored by the Supplemental Contract Committee. Any funds still unused at the end of the fiscal year will be returned to the general fund. The Association and the Supplemental Contract Committee will send out correspondence to all teachers reminding them of this provision approximately thirty (30) days prior to

the end of the first semester.

4. Extended Time

Teachers employed in extended time positions shall be compensated at their per diem rate for all days beyond the regular work year. If adjustments are made to any teacher's salary during the school year, one half (1/2) of the extended days shall be paid at the teacher's per diem rate earned the first day of the school year and the other half of the extended days shall be paid at the teacher's rate earned the last day of the school year.

5. Grant Funded Supplemental Positions

a. Grant funded supplemental positions are those that require staffing by teachers for duties outside their contractual workday.

b. After the creation of grant funded supplemental positions, the procedure for filling these positions will follow the procedures established in Article V, Section B. When deemed necessary, any required time frame governing the procedures in Article V, Section B may be shortened and/or waived upon mutual agreement of the Superintendent and the Association President. Teachers will receive compensation for a grant funded supplemental position that they fill according to the grant specifications.

6. Summer School Positions/Positions Outside of the Contractual Work Year

After the creation of bargaining unit positions outside of the contractual school year, the procedure for filling and compensating these positions will follow the procedures established in Article V, Section B. When deemed necessary, any required time frame governing the procedures in Article V, Section B may be shortened and/or waived upon the agreement of the parties.

ARTICLE XIV – FRINGE BENEFITS

The following fringe benefits shall be available to all full-time employees of the Board of Education. The premium shall be paid by the Board of Education for each type of coverage, except as specified.

Note: It is understood by the parties that if any proposed provision(s) is prohibited by Lake Erie Regional Consortium (LERC), it shall immediately be addressed and resolved by the parties who shall invest their respective bargaining teams to make such changes.

A. Part-Time Teachers

Teachers may elect to purchase health and life insurance through the Board's group plans with the Board paying a prorated amount of each part-time teacher's insurance premiums, not to be less than fifty percent (50%). Proration for insurance purposes shall be identical to proration for salary.

B. A Summary of Covered Benefits – Comprehensive Major Medical

Medical Insurance

The Board shall provide a comprehensive major medical plan, as described below, along with prescription drug benefits. The Board shall arrange to have the employees shall pay twelve percent (12%) cost for the medical and prescription premiums calculated for pretax compensation. The Minimum Value Based plan, as described below, shall also be available for those eligible employees who elect coverage under it. The percentage of the premium paid by the employee will be reduced by two percent (2%) on a yearly basis upon completion of a health assessment and blood draw.

Sheffield-Sheffield Lake City Schools Summary of Plan Designs		
	Premium	**Min. Value Based Design for ACA**
In-Network		
Deductible (In-network)	$750/$1,500	$4,000/$8,000
- Earned Incentive Award	($250)/($500)	($250/$500)
Deductible (In-network)	$500/$1,000	$3,750/$7,500
Coinsurance	90%	70%
Coinsurance Out-of-Pocket Max (does not include deductible)	$1,500/$3,000	$2,250/$4,500
Out-of-Pocket Max (includes deductibles, coinsurance and medical/drug copays)	$6,600/$13,200	$6,600/$13,200
Out-of-Network		
Deductible (Out-of-network)	$1,500/$3,000	$4,000/$8,000
Coinsurance	60%	50%
Coinsurance Out-of-Pocket Max (does not include deductible)	$3,000/$6,000	$10,000/$20,000
Out-of-Pocket Max (includes deductibles, coinsurance and medical/drug copays))	Unlimited	Unlimited
Office and Emergency Visits		
OV Copay	$25	$50
Urgent Care Visit	$40	$100
Specialist Visit	$40	$100
ER Copay - Emergency	$100	$300
ER Copay - Non-Emergency	$200	$300
Preventive Services		
Immunizations	100% In-network	100% In-network
Routine Physical	100% In-network	100% In-network
Routine PSA	100% In-network	100% In-network
Endoscopies	100% In-network	100% In-network
Pap Test Exam	100% In-network	100% In-network
PPACA Expanded Wellness Svcs	100% In-network	100% In-network
Prescription Drug Benefit		
Retail Drug Card	$10/$25/$50	Ded. then $10/$50/$100
Mail Order	$20/$50/$100	Ded. then $20/$100/$200
Specialty Medications	$60	Ded. then $200
Step Therapy	YES	YES
Mandatory Mail Order	YES	YES
Maintenance Choice	YES	YES

All maintenance drugs shall be mandatory mail order or maintenance choice.

The Board shall offer a Section 125 Flexible Spending Account, whereby participants may elect to contribute pre-tax contributions to offset eligible medical expenses and the employee's share of premiums.

C. Dental Insurance

The dental plans shall be equivalent to the agreed upon plan currently in effect. The dental coverage shall have a twenty-five dollar ($25.00) per person, fifty dollars ($50.00) per family, per year deductible clause. Orthodontic benefits and preventative and diagnostic service shall not be subject to the deductible clause. The plan shall pay one hundred percent (100%) for all diagnostic and preventive service, eighty percent (80%) for all basic restorative service, sixty percent (60%) for major restorative and sixty percent (60%) for orthodontia subject to the maximum amounts allowed in the plan. Employees shall pay ten percent (10%) cost for the dental premium calculated for pretax compensation.

D. Term Life Insurance

Coverage shall be in the amount of forty-five thousand dollars ($45,000.00) and shall contain an accidental death provision. If possible, a plan shall be selected which provides for conversion of group coverage to individual coverage should an employee terminate employment.

E. Optical Insurance Coverage

A vision care insurance plan of coverage at least equivalent to the EyeMed plan provided by Medical Mutual of Cleveland**.** Employees shall pay ten percent (10%) cost for the vision premium calculated for pretax compensation.

F. General Insurance Provisions

1. All teachers shall receive a copy of the life insurance policy and complete plan description for each of the insurance coverage provided.

2. Hospitalization Insurance, Major Medical Insurance and Prescription Drug Insurance shall be single or family employee plans.

3. Dental Insurance, Term-Life Insurance and Optical Insurance shall be single employee plans.

4. Dental Insurance and Optical Insurance shall be expanded to family plan.

5. Any employee whose spouse is voluntarily participating in an insurance plan by reason of employment in another company or organization and whose spouse's insurance is designated as the primary carrier shall not be eligible for other than single plan coverage, except when there is coordination of benefits between plans.

6. Employees may elect to participate in the Sheffield-Sheffield Lake insurance plans with thirty (30) days' notice, if acceptable to the insurance carrier.

G. Legislative Changes – HIPAA Regulations

1. Preexisting Condition – The preexisting condition waiting period is not applicable to conditions related to pregnancy, newborns, an adopted child under the age of eighteen (18) or a child placed for adoption under the age of eighteen (18).

2. Special Enrollment Periods – Allows declining participants to later enroll into the plan like a new employee, if certain criteria are met such as: a) marriage or divorce; b) birth, adoption or placement for adoption of a child; c) death of a spouse or child; d) change in spouse's employment status; e) change in employee's employment status; f) change in a dependent's eligibility; g) unpaid leave of absence taken by the employee or spouse; h) loss of health insurance.

3. COBRA – Coverage will be extended to twenty-nine (29) months if the participant becomes disabled within first sixty (60) days of coverage. A newborn, an adopted child, or a child placed for adoption may enroll. COBRA may be terminated for a participant who becomes covered by a group health plan even if the other plan contains a preexisting clause; if the clause does not apply to the participant because of HIPAA regulations.

4. Creditable Coverage – the plan will accept certificates of coverage from new employees and apply the creditable coverage to the preexisting conditions clause. The preexisting condition waiting period will be reduced by the number of days of creditable coverage provided by the employee for new participants who were fully covered under another plan within sixty-three (63) days before enrollment in this plan.

5. Mental Health Parity Act – The plan will not have a separate calendar year maximum for outpatient mental health benefits. Services provided by a physician or other provider shall be subject to the following: visits 1-10 will be covered at one hundred percent (100%) of reasonable and customary. Visits 11-36 will be covered at eighty percent (80%) of reasonable and customary.

6. Newborn's and Mother's Health Protection Act – The plan will reflect the hours requirement for newborns and mothers.

7. Qualified Medical Child Support Orders – The plan will reflect court issued child support orders.

8. Eligibility Provisions – The plan will cover children who have been placed for adoption with a covered person.

H. Liability Insurance

1. The Board and the Association agree that the purchase of liability insurance is not a mandatory subject of bargaining under Ohio law but that the effects are.

2. No records of liability claims or lawsuits shall be kept in a teacher's personnel file for use in an evaluation of the teacher.

3. The employee shall have the right of representation in any meeting involving representatives of the employer and the employee relative to an incident.

4. The Board shall be required to share with the affected employee all information relative to any claim within forty-eight (48) hours of receipt of said information by the Board, upon request of the employee.

I. Insurance Cost Containment Committee

1. The Board and the Association agree to maintain a District committee consisting of two (2) representatives of the SSLTA and two (2) representatives of the SSLCEA, appointed by the respective Association Presidents, four (4) representatives of the Board appointed by the Superintendent, the Sheffield-Sheffield Lake Superintendent, and the OEA Consultant, for the purpose of reviewing the current insurance package and determining the possibility of potential savings to the insurance benefit package. No changes shall occur in the negotiated insurance benefit package unless agreed to by consensus of the committee's representatives and recommended and ratified by the majority of the members of the SSLTA, and the Board of Education respectively.

2. The Committee will meet at least quarterly on mutually agreed to dates. If the committee decides to meet after school hours, SSLTA members will be compensated at their pro-rated hourly BA-0 rate.

J. Health Benefit Opt-Out Compensation Plan

1. Each full-time employee may elect to not participate in the insurance plans [all four (4) parts – major medical, prescription drug, dental, and vision] and will receive the following cash payment in lieu of coverage:

Family	Single
$7,000	$3,000

2. Employees must elect to opt-out of coverage during the annual enrollment period in September. Payment will be made at the end of the school year. A teacher married to another employee in the District is not eligible for any opt-out payment.

3. The following deductions will be made from the cash payment: Board and employee contributions to the retirement system, federal and state taxes, and Medicare (if possible).

4. Should an employee have a status change during the year [twelve (12) months], the employee will have the needed benefits reinstated by making written notification to the Treasurer of the District. The cash payment will be prorated and the employee will be required to reimburse the Board for any overpayment [the number of months divided by twelve (12), times the money in question].

K. Hospice Coverage

The insurance plan shall provide Hospice Coverage.

ARTICLE XV – SEVERABILITY CLAUSE

A. In the event there is a conflict between a provision of this Agreement and any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, the applicable state or federal law or valid rule or regulation adopted by a federal or state agency shall prevail as to that provision. All other provisions of this Agreement which are not in conflict with any applicable state or federal law, or valid rule or regulation adopted by a federal agency or state agency pursuant thereto, shall continue in full force and effect in accordance with their terms.

B. If, during the terms of this Agreement, there is a change in any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, which would invalidate any provision of this Agreement, the parties will meet to negotiate any necessary change in the Agreement relative to the affected provision within sixty (60) days by demand of either party.

If the parties fail to reach agreement over the affected provision within sixty (60) days after the initial bargaining session, the dispute settlement procedure established in Article 2 of the negotiated agreement shall be utilized to resolve the dispute.

ARTICLE XVI – LONG TERM SUBSTITUTES

A. Persons employed as long term substitutes shall be granted contracts for the length of service as needed and as determined by the Board.

B. Long term substitutes shall have no expectation of continued employment beyond the length of service at the time of their employment, and said long term substitute contracts shall automatically expire at the conclusion of the Agreement without further action by the Board, including the non-renewal of their contract.

C. The provisions of this Agreement regarding evaluation and renewal of teacher contracts shall not apply to long term substitutes.

D. Long term substitutes shall have no displacement or recall rights under the reduction in force procedure in this Agreement and shall be excluded from same.

ARTICLE XVII – REDUCTION IN FORCE

A. The Board may reduce the number of teaching positions by suspending contracts (limited, continuing, extended service and/or supplementals) for one (1) or more of the following:

1. Decreased enrollment of pupils;
2. Return to duty of regular teachers after leaves of absence;
3. Suspension of schools;
4. Territorial changes affecting the District;
5. Financial reasons.

B. The following guidelines shall be followed when implementing the suspension. All employees shall be deemed to have comparable evaluations for the purposes of Reduction in Force.

1. Suspension of contracts shall occur to non-tenured teachers first, and shall be on the basis of last employed, first suspended, by teaching certification/licensure.

2. During a Reduction in Force, teachers have the right to displace any less senior bargaining unit member provided they have the proper certification/licensure. If suspension of contract is necessary for a tenured teacher, that suspension shall be on the basis of last employed, first suspended, by teaching certification/licensure.

3. Displacement rights shall be exercised by all teachers within their respective contract status, i.e., continuing contract (tenured) or limited contract, with no non-tenured teacher(s) exercising displacement over tenured teachers. Displacement shall be limited to the areas applicable to the teacher's certification/licensure.

4. If a teacher has been required to obtain a temporary certificate/licensure to meet the requirements of the current teaching assignment, and holds certification/licensure in other teaching fields, that teacher shall be placed with the appropriate contract status and, according to seniority certification/licensure areas shall have displacement rights.

5. Seniority shall be defined as the continuous employment of a teacher beginning with the first date on which a teacher reported for duty. Continuous employment shall include all time on sick leave, all time on Board approved leave of absence, all time on military leave of absence, all time on disability retirement, to a maximum of five (5) years, and all time during suspension, if the teacher is reinstated.

6. Certification/Licensure shall be defined as (a) teaching area(s) appearing on a teacher's State of Ohio certificate/license. Teachers of grades 7 and 8 shall be eligible for reemployment under either elementary or secondary certification (unless prohibited by state requirements).

7. Recommendations for reductions of teachers shall be made by selecting the lowest person on the seniority list in the subject area/grade level being reduced. Continuing contract teachers shall be reduced only after limited contract teachers of the same certification/licensure have been reduced.

    a. If two (2) or more teachers have the same seniority and contract status, then the following tiebreakers shall be applied in order of application:

        i. Total bargaining unit service in Sheffield-Sheffield Lake School District, which shall include regular teaching and any Board-approved long-term substitute teaching positions.

        ii. Date of Board action to hire for bargaining unit positions. Beginning with an employee hired after July 1, 2015, the Superintendent/Designee and SSLTA President/Designee shall conduct a "pill draw" before the first day of the school year to determine which of these employees carries forward the most seniority. The results of this "pill draw" shall be listed on every seniority list thereafter.

        iii. Total Ohio public school teaching experience as verified by STRS service credits.

        iv. Flip of coin.

    b. For part-time teachers and tutors, seniority will be calculated based on the number of school days worked. Tutors shall be placed on a separate certification-seniority list. Time spent as a long term substitute would be computed as District seniority upon employment as a regular teacher, provided that they worked more than 120 continuous days in a school year in the District.

    c. Tutors shall be placed on a separate seniority list for purposes of reduction in force. Tutor seniority shall be determined by the length of continuous service of the individual tutor in the bargaining unit. Tutors shall be eligible for recall only to tutor positions following a contract suspension due to a reduction in force.

    d. If two (2) or more tutors have the same length of continuous service, then seniority will be determined by:

i. Total bargaining unit service in Sheffield-Sheffield Lake School District, which shall include regular teaching and any Board-approved long-term substitute teaching positions.

ii. Date of Board action to hire for bargaining unit positions. Beginning with an tutor hired after July 1, 2015, if multiple tutors are hired on the same date by the Board of Education, then the Superintendent/Designee and SSLTA President/Designee shall conduct a "pill draw" before the first day of the school year to determine which of these employees carries forward the most seniority. The results of this "pill draw" shall be listed on every seniority list thereafter.

iii. Total Ohio public school teaching experience as verified by STRS service credit.

iv. Flip of coin.

e. If a tutor becomes a full-time teacher and a subsequent RIF occurs, the prior service in the District of the tutor shall be included on the Seniority list. These bargaining unit members shall have displacement rights as a tutor.

f. A teacher who has been released because of staff reduction shall, if he/she desires, be placed on the substitute teacher list. These teachers shall be given priority consideration for any long-term substitute opportunities.

i. Provisions for early or normal retirement shall be made for the teacher who may wish to do so, consistent with the established State Retirement policies.

ii. Any teacher unemployed as a result of staff reduction shall be recalled in inverse order of being released, provided the teacher is certified for the vacancy.

iii. While there are previous teachers of the District who are unemployed as a result of staff reduction, as defined herein, and who possess proper certification to fill any vacancy which may arise, no teacher new to the District shall be hired to fill said vacancies. However, all vacancies shall be posted and internal candidates shall be given priority consideration before any position is filled from the recall list.

iv. The Board shall give written notice of recall, by registered mail or certified letter, to the teacher at the last known address. It shall be the responsibility of the teacher to notify the District Treasurer of any change of address.

v. Within ten (10) days of the receipt of a written offer to return to employment, the teacher shall accept the position by replying in writing, or it shall be determined that he/she has declined the position. No teacher new to the District shall be hired for a position for which a teacher, unemployed because of staff reduction, is certified until the previously released teacher has been offered an opportunity, in writing, to return to active employment, in accordance with this Section.

vi. Teachers returning to employment after a reduction in staff shall resume their previous contract status.

vii. While on suspension of contract, a teacher will have the option to remain an active participant in all non-health related fringe benefit programs by contributing thereto the amount necessary to maintain such fringe benefits [provided this is acceptable with the provider(s) of the fringe benefit packages]. A teacher on suspension will be entitled to maintain health benefits under the terms and conditions established in COBRA.

viii. A teacher shall remain on the recall list for a period of four (4) years unless:

a) The teacher requests to be removed from the recall list;

b) The teacher fails to respond within ten (10) days as noted in f. v. of this Section to an offer of recall or the notification letter is returned to the District as not at this address with no forwarded address;

c) The teacher refuses an offer of recall to a like (full or part-time) position for which he/she is certified;

d) The teacher accepts an Ohio Public School teaching position at an equal or better rate of pay. The teacher must notify the Superintendent by email each school year regarding the teacher's employment status and rate of pay by September 1. If the Superintendent does not receive notice of the teacher's employment by September 1, the teacher shall be removed from the recall list.

x. A full-time teacher who has been reduced but accepts an offer of recall to a part-time certificated position shall be eligible to be recalled to a full-time position for which he/she is certified prior to any other teacher on the recall list.

xi. The Board of Education shall not contest unemployment compensation requests for employees whose contracts are suspended due to a RIF.

8. During the implementation of a RIF, no reassignment, transfer, or reclassification shall occur that will cause a more senior employee to be laid off before a less senior employee.

9. No transfer, reassignment, or reclassification shall be made during a period of RIF that prevents the recall of an employee on layoff status.

10. When there exists a possibility for staff reduction, the Superintendent shall give notice of this possibility to the Association sixty (60) days prior to the Board taking action to reduce staff. Notification by the Superintendent shall be given to the Association and to each teacher who might be reduced in force at least thirty (30) days prior to the Board taking action to reduce staff.

    a. The Superintendent and the Association shall confer on the reason(s) for the Superintendent making recommendation for the reduction in staff within fifteen (15) days of receipt of the notice to the Superintendent's possible recommendation of reduction in staff for Board action.

    b. A general certification-seniority list will be compiled by the Administration and sent to the LPDC by October 15 of each school year for verification. After verification from the LPDC, the draft list shall be sent to all bargaining unit members including the Association President by November 15. Any final corrections shall be sent to the Superintendent by December 15 and an updated certification-seniority list shall be given to the Association and posted in the Superintendent's office by January 15 of each year. The list shall include areas of certification, contractual status, date of hire, results of "pill draw", STRS service credits and District-wide seniority.

    c. This list shall also include the names of all non-tenured teachers in the District, giving area(s) of certification and present teaching and building assignment(s).

    d. Each teacher, whose contract is to be suspended, and the Association, shall be provided copies of these listings.

C. The parties agree that this Article shall not require the Board to fill any vacancy.

XVIII –TUITION ASSISTANCE

The Board will appropriate the amount of thirty thousand dollars ($30,000.00) annually for the term of this Agreement for the purpose of assisting teachers earn approved college credit in

connection with their professional responsibilities with the District. Tuition assistance will be offered as follows:

A. Course work must be pre-approved by the Superintendent and must be graduate level in a college or university approved for teacher training by the Ohio Department of Education. No course for which a teacher is receiving any kind of financial aid or other consideration will be considered for approval.

B. Course work must be in the area of a teacher's present certification/license unless such course work is in a certification/license area designated as one of need for the District and approved by the Superintendent. The decision of the Superintendent shall be final and not subject to challenge through the grievance procedure or otherwise.

C. Eligible applicants must have been an employee of the Board for one (1) school year unless waived for specific educational reasons at the discretion of the Superintendent. The decision of the Superintendent shall be final and not subject to challenge through the grievance procedure or otherwise.

D. Teachers obtaining tuition assistance shall be obligated to remain with the District for a minimum of one (1) school year following the completion of the course work. Any voluntary separation by the teacher prior to this time will result in the obligation of the teacher to repay the full amount of the tuition assistance, within thirty (30) days of the separation from employment.

E. Interested applicants must submit a Tuition Assistance Request Form for approval prior to the beginning of the course work for which the teacher is requesting reimbursement. The maximum reimbursement per request will be for five (5) quarter hours or three (3) semester hours. Once tuition assistance is approved, reimbursement will be processed by the Treasurer prior to the end of the fiscal year and only upon receipt on or before June 1 of that fiscal year of an official transcript indicating that the teacher obtained a minimum grade of "B" in the course(s) and a paid receipt showing actual costs incurred.

F. Reimbursement for approved tuition reimbursement hours will take place once per year, between June 1 and June 30. There will be no carryover of any unused portion of the appropriated amounts for tuition assistance.

G. The rate of reimbursement shall be the lesser of the actual tuition cost or one hundred twenty dollars ($120.00) per quarter hour/one hundred eighty dollars ($180.00) per semester hour. The thirty thousand dollars ($30,000.00) appropriated annually will be divided by the total number of approved prorated hours for the fiscal year, in years when the amount requested for reimbursement exceeds the amount appropriated. [It is possible that reimbursement may be less than one hundred twenty dollars ($120) per quarter hour or one hundred eighty dollars ($180.00) per semester hour depending on how many total classes are taken by teachers in a fiscal year].

H. Ten percent (10%) of the reimbursement pool, not to exceed $3,000, shall be made available to school counselors, social workers, speech-language pathologists, school psychologists for the purposes of Continuing Education Units. This pool shall also

include reimbursement for preschool teachers for trainings required to maintain preschool program licensure.

ARTICLE XIX – LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

A. The Board and the Association agree to create, pursuant to S.B. 230, a Local Professional Development Committee (LPDC) to review professional development plans composed of course work, continuing education units (CEU), and other equivalent activities, and to approve District programs for CEU credit.

B. LPDC's

1. The LPDC shall have three-fifths (3/5) of its membership identified as classroom teachers. The LPDC shall consist of at least five (5) members. The Association shall select the teacher members of each LPDC. The Superintendent shall select the administrative members of each LPDC.

2. When the professional development plan of a certified/licensed non-bargaining unit member is to be reviewed by the LPDC, the Association representatives are to reduce their representatives to two (2) and the Superintendent is to select an administrator to increase their constituency to three (3).

3. Committee members shall serve at least two (2) year terms.

4. The LPDC shall determine the committee's structure. The decision of the LPDC shall be by majority vote of the LPDC members present. A quorum of the LPDC consists of no less than two (2) members appointed by the Association and one (1) member appointed by the Superintendent.

5. The LPDC shall determine its meeting schedule. Each LPDC member shall be released without penalty, during the regular school day when a meeting is scheduled upon approval of the Superintendent.

6. Each LPDC member shall be paid in accordance with Article XI (J) (3), compensation, for meetings scheduled after the school day or after the regular school year. An annual stipend equal to a Class VI, step 0, supplemental pay shall be paid to each non-Chairperson teacher member. A stipend equal to a Class III, step 0, supplemental pay shall be paid to the teacher Chairperson who, as a part of his/her responsibilities, shall serve on the District's Professional Development Committee.

7. The appeal procedure shall be as written in the by-laws of the LPDC.

8. The LPDC shall approve all CEU programs, coursework for all certificated/licensed employees, as well as other activities including those activities that may provide CEU's, and the LPDC shall establish the criteria for the above programs.

9. Failure of a certified/licensed employee to meet the requirements of the LPDC to attain certification/license renewal may result in a change in status of employment up to and including a loss of employment.
10. The LPDC shall determine to what extent to keep and retain records of its meetings, decisions and recommendations.

11. The LPDC shall not have any authority to revise, change, delete or modify any article or section of this negotiated Agreement except as provided by 4117.10(C) or as provided by this negotiated Agreement.

ARTICLE XX – RESIDENT EDUCATOR PROGRAM

A. Purpose

The Resident Educator Program for beginning teachers will provide the newest educators with the coaching, mentoring, and guidance that are critical to improving their skills and knowledge and student achievement. Pertinent terms for this purpose are defined as follows:

1. ***"Resident Educator Program"*** – The two-year program created by statute designed to provide newly licensed educators with quality mentoring and guidance. Successful completion of the residency program is required to advance to a five-year professional educator license.

2. ***"Mentor"*** – A member of the bargaining unit who applies and is selected to provide professional support to a resident educator following the guidelines and protocols of the Resident Educator Program.

3. ***"Resident Educator (RE)"*** – A member of the bargaining unit who is employed under a Resident Educator license as defined under Ohio law.

4. ***"Resident Educator Committee"*** – A joint committee of teachers and administrators charged with the development of the Resident Educator Program and implementation of its rules and guidelines.

5. ***"Lead Mentor"*** – A member of the Resident Educator Committee who shall oversee the Resident Educator Program under the direction of the Superintendent or designee and serve as Chairperson of said committee. The Lead Mentor shall also serve on the District's Professional Development Committee.

B. Resident Educator Committee

1. ***Responsibilities:***

a. Collaborate in the administration of the program, selection and assignment of mentors;

b. Provide for the training of Mentors and Resident Educators;

c. Review the program's effectiveness;

d. Address/solve Mentor/Resident Educator concerns, issues, problems; and

e. Comply with the Ohio Department of Education and statutory requirements.

2. Makeup:

a. The Resident Educator Committee shall be comprised of five (5) members: three (3) appointed by the SSLTA and two (2) administrators appointed by the Superintendent. Committee members shall serve at least two (2) year terms.

b. Resident Educator Committee members for the SSLTA shall be provided release time to attend committee meetings at least three (3) school days, or the equivalent thereof, each school year. Additional meetings shall be scheduled as needed. For committee work outside the regular teacher workday, teachers on the Resident Educator Committee shall be compensated at an hourly rate equal to the District's Curriculum Hourly Rate.

c. One of the Resident Educator Committee members shall be designated as the Lead Mentor by the Association and receive a stipend equal to a Class II, Step 0, supplemental pay but shall not be entitled to additional pay for the committee work. The Lead Mentor shall also serve as a representative on the District's Professional Development Committee.

d. The Resident Educator Committee shall determine when, where, and the number of meetings necessary to fulfill its purpose.

C. Mentor

1. The Resident Educator Committee members shall establish the criteria for recommending the most appropriate selection of Mentors, assignment of Mentors to REs, and the Lead Mentor assignment and make said assignments. The Superintendent shall reserve the ultimate authority to make final selection of said assignments. The Resident Educator Committee shall determine the process by which the Mentor or RE may request a change in assignment and such change shall occur within six (6) weeks of the initial assignment.

2. Whenever possible, the Mentor and the RE should be employed in the same building, grade level and/or certified/licensed in the same subject matter. Barring unforeseen and unique personnel qualifications, attempts will be made to avoid assigning more than one (1) RE to a Mentor at a time.

3. Each Mentor assignment shall be paid a yearly stipend equal to a Class V, Step 0, supplemental pay.

D. Training and Release Time

1. Mentor training is also to include:

   a. An orientation to mentoring responsibilities.

   b. Training through the Ohio Department of Educational Instructional Mentoring Program, paid by the District and taken prior to Mentor assignment; and

   c. Opportunities to consult with and otherwise assist the assigned REs on a regular basis, with adequate time within the instructional day allocated for such consultation and assistance.

2. The Lead Mentor may be granted release time to attend meetings outside the District that benefit or otherwise impact the Resident Educator Program.

3. The Mentor and RE shall receive release time as follows:

   a. Each shall be released from all other classroom teaching responsibilities for up to a total of 21.75 hours per Mentor/RE pairing during the normal work year.

   b. The release time scheduling will be determined by the Mentor, RE and the principal.

E. Accountability

1. Mentors are expected to attend training sessions or they will not be permitted to serve as a Mentor.

2. Any required meeting scheduled for Mentors and/or REs must be attended unless the teacher is on contractually provided leave. The Superintendent has the right to require some form of make-up arrangements if he/she so deems it to be necessary.

3. Release time for Mentors and/or REs must be logged and reported to the building principal and Lead Mentor. The report is limited to include only the date and amount of time involved and the professional educators involved. The report is not to in any way characterize the content or outcome of the experience.

4. Failure to meet these minimum expectations may result in partial or complete loss of a teacher's stipend if deemed appropriate.

5. Any exceptions to these expectations may be excused if the Superintendent determines extenuating circumstances existed.

F. Confidentiality

1. Training for all affected parties must address legal, contractual, and professional confidentiality issues.

2. No Mentor shall be compelled to participate in any informal or formal contractual evaluation (Article VII) of an entry year teacher or vice-versa. No Mentor shall be compelled to make recommendations regarding the employment of a RE in the program or vice-versa.

3. The regular evaluation as per Article VII for the Mentor or RE shall not in any way be adversely affected by involvement in the Resident Educator Program.

G. RESA (Resident Educator Summative Assessment)

1. The Board shall make all necessary provision for participation in the Resident Educator Program. In the event an entry year teacher in the second year of a two-year Resident Educator license does not pass the RESA, the teacher may complete such activities/assessments outlined by ODE. Involvement in and passing (or not passing) of the RESA assessment shall not be a topic for the evaluation procedure in Article VII.

2. Should State funding cease to exist for REs to take the RESA, then the Board and Association shall meet with the mutual goal for the District to share in some of the cost.

ARTICLE XXI – DURATION

This Agreement is effective on July 1, 2024 and shall continue in full force and effect through midnight, June 30, 2026.

A five-hundred dollar ($500) one-time stipend will be paid to those bargaining unit members not eligible for a step increase on the first payment of September 2024 and September 2025.

If a teacher qualifies for a longevity payment (Step 21+), they shall receive a cash payment of five hundred dollars ($500) on the first payment of September 2024, and September 2025. This five-hundred dollar ($500) payment shall be included in the calculation of the teacher's daily rate.

Increase in Base Salary

2024-2025 2.5%
2025-2026 2.5%

ARTICLE XXII - SIGNATURES

IN WITNESS WHEREOF, the parties hereto have set their hands this date of July 1, 2024 in Sheffield Village, Ohio.

FOR THE BOARD OF EDUCATION

President, Sheffield-Sheffield Lake City School District Board of Education

Superintendent of Schools

Treasurer

FOR THE ASSOCIATION

President, SSLTA

SSLTA Negotiating Team Member

SSLTA Negotiating Team Member

Appendix A – CLASSROOM OBSERVATION FORM – for bargaining unit members not subject to OTES

Sheffield-Sheffield Lake City Schools

Observation Form (for bargaining unit members not subject to OTES)

Employee Name		Observer	
Event		Observation Date	
Starting Time		Ending Time	

Appraisal Scale
E = Exceptional
S = Satisfactory
NI = Needs Improvement
U = Unsatisfactory
NO = Not Observed

Instructional Procedures			
E S NI U NO	Evidence of Planning	E S NI U NO	Use of Appropriate procedures to evaluate student learning
E S NI U NO	Organization on Instructional Procedures	E S NI U NO	Skill in Presentation
E S NI U NO	Provides for Differences in Capacities of Pupils	E S NI U NO	Student Participation
E S NI U NO	Use of Resourceful Techniques	E S NI U NO	Knowledge of Subject Matter
Observer Comments			
Teacher Comments			

Instructional Procedures Non Classroom			
E S NI U NO	Evidence of Planning	E S NI U NO	Use of Appropriate procedures to evaluate student learning
E S NI U NO	Organization on Instructional Procedures	E S NI U NO	Skill in Presentation
E S NI U NO	Provides for Differences in Capacities of Pupils	E S NI U NO	Student Participation
E S NI U NO	Use of Resourceful Techniques	E S NI U NO	Knowledge of Subject Matter
Observer Comments			
Bargaining Unit Member Comments			

Instructional Procedures-Non-Classroom			
E S NI U NO	Evidence of Planning/Personal Organization	E S NI U NO	Skill in Providing Educational and Professional Services
E S NI U NO	Organization of Professional Procedures	E S NI U NO	Knowledge of Professional Area
E S NI U NO	Use of Resourceful Techniques	E S NI U NO	Total School Involvement
E S NI U NO	Use of Appropriate procedures to evaluate Working relationships/ student aides		
Observer Comments			
Bargaining Unit Member Comments			

Management Skills			
E S NI U NO	Organization of Materials and Supplies	E S NI U NO	Maintains Student Discipline
E S NI U NO	Renders prompt and accurate reports	E S NI U NO	Organization of Classroom
E S NI U NO	Follows written Board and Administration Policies, Procedures and Regulations		
Observer Comments			
Bargaining Unit Member Comments			

Pupil Staff Relationships			
E S NI U NO	Helps Child to Develop and Maintain good self-concept	E S NI U NO	Establishes Good Rapport
Observer Comments			
Bargaining Unit Member Comments			
Observer's Summary Comments			
Bargaining Unit Member's Summary Comments			
Observer's Signature			
Conference Date		The signature of the bargaining unit member does not indicate agreement with the ratings or comments but rather that he/she has received a copy of this form	
Additional Pages May be Used as Desired			

Appendix B SUMMATIVE EVALUATION FORM – for bargaining unit members not subject to OTES

	Sheffield-Sheffield Lake City Schools **Summative Evaluation Form** **Page 1** **(for bargaining unit members** not subject to OTES)	
Name		Evaluator
		Date
Appraisal Scale E = Exceptional S = Satisfactory NI = Needs Improvement U = Unsatisfactory NO = Not Observed		
INSTRUCTIONAL PROCEDURES – CLASSROOM		
	Evidence of Planning	Evaluator Comments
	Organization of Instructional Procedures	
	Provides for Differences in Capacities of Pupils	
	Use of Resourceful Techniques	
	Use of Appropriate Procedures to Evaluate Student Learning	Bargaining Unit Member Comments
	Skill in Presentation	
	Student Participation	
	Knowledge of Subject Matter	
INSTRUCTIONAL PROCEDURES – NON-CLASSROOM BARGAINING UNIT MEMBER		
	Evidence of Planning/personal Organization	Evaluator Comments
	Organization of Professional Procedures	
	Use of Resourceful Techniques	
	Use of Appropriate Procedures to Evaluate Working Relationships/Student Aides	
	Skill in Providing Educational & professional services	Bargaining Unit Member Comments
	Knowledge of Professional Area	
	Total School Involvement	
MANAGEMENT SKILLS		
	Organization of Material & Supplies	Evaluator Comments
	Renders Prompt & Accurate Reports	
	Follows Written Board & Administration Policies, Procedures & Regulations	
	Maintains Student Discipline	Bargaining Unit Member Comments
	Organization of Classroom	

	Sheffield-Sheffield Lake City Schools **Summative Evaluation Form** **Page 2** (for bargaining unit members not subject to OTES)	
Name		Evaluator
Appraisal Scale E = Exceptional S = Satisfactory NI = Needs Improvement U = Unsatisfactory NO = Not Observed		
PUPIL-STAFF RELATIONSHIPS		
	Helps Child to Develop & Maintain Good Self Concept	Evaluator Comments
	Establishes Good Rapport	Bargaining Unit Member Comments
PARENT-STAFF RELATIONSHIPS		
	Encourages Conferences with Parents when Appropriate	Evaluator Comments
	Conducts Conferences in a Professional Manner	Bargaining Unit Member Comments
STAFF RELATIONSHIPS		
	Works in a Positive Manner with School Personnel (Human Resources)	Evaluator Comments
	Maintains Communications	Bargaining Unit Member Comments
PERSONAL CHARACTERISTICS		
	Reliable	Evaluator Comments
	Adaptable	Bargaining Unit Member Comments
PROFESSIONAL IMPROVEMENT		
	Makes Reasonable Effort to Improve Professional Performance	Evaluator Comments
		Bargaining Unit Member Comments

Evaluator Summary Comments:

Bargaining Unit Member Summary Comments:

This summative rating of the above-named bargaining unit member for this school year is (check one):

- ☐ Exceptional
- ☐ Satisfactory
- ☐ Needs Improvement
- ☐ Unsatisfactory

Documentation demonstrating the teacher was informed of unsatisfactory or needs improvement appraisals supporting evaluation must be included or referenced in the Summative Evaluation Form.

Evaluator's Signature	Bargaining Unit Member's Signature	Conference Date

The signature of the bargaining unit member does not indicate agreement with the evaluation but rather that he/she has received a copy of the form. Additional pages may be used as desired.

Sheffield-Sheffield Lake City School District
Certified Salary Index

Step	BA	BA+12	BA+24	MA	MA+12	MA+24
0	1.00000	1.03900	1.07950	1.12160	1.16530	1.21070
1	1.03900	1.07950	1.12160	1.16530	1.21070	1.25790
2	1.07950	1.12160	1.16530	1.21070	1.25790	1.30690
3	1.12160	1.16530	1.21070	1.25790	1.30690	1.35780
4	1.16530	1.21070	1.25790	1.30690	1.35780	1.41070
5	1.21070	1.25790	1.30690	1.35780	1.41070	1.46570
6	1.25790	1.30690	1.35780	1.41070	1.46570	1.52280
7	1.30690	1.35780	1.41070	1.46570	1.52280	1.58210
8	1.35780	1.41070	1.46570	1.52280	1.58210	1.64380
9	1.41070	1.46570	1.52280	1.58210	1.64380	1.70790
10	1.46570	1.52280	1.58210	1.64380	1.70790	1.77450
11	1.52280	1.58210	1.64380	1.70790	1.77450	1.84370
12	1.58210	1.64380	1.70790	1.77450	1.84370	1.91560
13	1.64380	1.70790	1.77450	1.84370	1.91560	1.99030
16	1.70790	1.77450	1.84370	1.91560	1.99030	2.06790
21	1.77450	1.84370	1.91560	1.99030	2.06790	2.14850

YEARS OF EXPERIENCE	I	II	III	IV	V	VI	VII	VIII PERIOD RELEASE TIME	VIII 2 PERIODS RELEASE TIME	IX EXTENDED TIME
0	0.180	0.125	0.100	0.090	0.070	0.055	AS LISTED	0.235	0.215	(Per Diem Based on Individual's Rates)
1	0.185	0.130	0.105	0.095	0.075	0.060	AS LISTED	0.240	0.220	
2	0.190	0.135	0.110	0.100	0.080	0.065	AS LISTED	0.245	0.225	
3	1.950	0.140	0.115	0.105	0.085	0.070	AS LISTED	0.250	0.230	
4	0.200	0.145	0.120	0.110	0.090	0.075	AS LISTED	0.255	0.235	

Sheffield-Sheffield Lake City School District
Certified Salary Schedule for 2024-2025
Effective August 1, 2024

Base Salary August 2023	**$40,867**
Salary Increase	**2.5%**
Base Salary August 2024	$**41,889**

Step	BA	BA+12	BA+24	MA	MA+12	MA+24
0	$41,889	$43,523	$45,219	$46,983	$48,813	$50,715
1	$43,523	$45,219	$46,983	$48,813	$50,715	$52,692
2	$45,219	$46,983	$48,813	$50,715	$52,692	$54,745
3	$46,983	$48,813	$50,715	$52,692	$54,745	$56,877
4	$48,813	$50,715	$52,692	$54,745	$56,877	$59,093
5	$50,715	$52,692	$54,745	$56,877	$59,093	$61,397
6	$52,692	$54,745	$56,877	$59,093	$61,397	$63,789
7	$54,745	$56,877	$59,093	$61,397	$63,789	$66,273
8	$56,877	$59,093	$61,397	$63,789	$66,273	$68,857
9	$59,093	$61,397	$63,789	$66,273	$68,857	$71,542
10	$61,397	$63,789	$66,273	$68,857	$71,542	$74,332
11	$63,789	$66,273	$68,857	$71,542	$74,332	$77,231
12	$66,273	$68,857	$71,542	$74,332	$77,231	$80,243
13	$68,857	$71,542	$74,332	$77,231	$80,243	$83,372
16	$71,542	$74,332	$77,231	$80,243	$83,372	$86,622
21	$74,332	$77,231	$80,243	$83,372	$86,622	$89,999

Supplemental Schedule for 2024-2025

YEARS OF EXPERIENCE	I	II	III	IV	V	VI	VII	VIII PERIOD RELEASE TIME	VIII 2 PERIODS RELEASE TIME	IX EXTENDED TIME
0	$7,540	$5,236	$4,189	$3,770	$2,932	$2,304	AS LISTED	$9,844	$9,006	
1	$7,749	$5,446	$4,398	$3,979	$3,142	$2,513	AS LISTED	$10,053	$9,216	(Per Diem Based on Individual's Rates)
2	$7,959	$5,655	$4,608	$4,189	$3,351	$2,723	AS LISTED	$10,263	$9,425	
3	$8,168	$5,864	$4,817	$4,398	$3,561	$2,932	AS LISTED	$10,472	$9,634	
4	$8,378	$6,074	$5,027	$4,608	$3,770	$3,142	AS LISTED	$10,682	$9,844	

Daily Rate at BA-0	$227.66	
Hourly Rate at BA-0	$31.40	
Tutor Hourly Rate	$31.40	
Curriculum Hourly Rate	$24.49	
Sat. School Hourly Rate	$47.10	
Long Term Sub Daily Rate	$227.66	
District Committee Hrly Rate	$31.40	
Tech Teaching	$31.40	
Event Staff (Athletic or Other)	TBD	Same as Classified Support Paraprofessionals Base Rate

Sheffield-Sheffield Lake City School District
Certified Salary Schedule for 2025-2026
Effective August 2, 2025

Base Salary August 2024	**$41,8889**
Salary Increase	**2.5%**
Base Salary August 2025	**$42,936**

Step	BA	BA+12	BA+24	MA	MA+12	MA+24
0	$42,936	$44,611	$46,349	$48,157	$50,033	$51,983
1	$44,611	$46,349	$48,157	$50,033	$51,983	$54,009
2	$46,349	$48,157	$50,033	$51,983	$54,009	$56,113
3	$48,157	$50,033	$51,983	$54,009	$56,113	$58,299
4	$50,033	$51,983	$54,009	$56,113	$58,299	$60,570
5	$51,983	$54,009	$56,113	$58,299	$60,570	$62,931
6	$54,009	$56,113	$58,299	$60,570	$62,931	$65,383
7	$56,113	$58,299	$60,570	$62,931	$65,383	$67,929
8	$58,299	$60,570	$62,931	$65,383	$67,929	$70,578
9	$60,570	$62,931	$65,383	$67,929	$70,578	$73,330
10	$62,931	$65,383	$67,929	$70,578	$73,330	$76,190
11	$65,383	$67,929	$70,578	$73,330	$76,190	$79,161
12	$67,929	$70,578	$73,330	$76,190	$79,161	$82,248
13	$70,578	$73,330	$76,190	$79,161	$82,248	$85,456
16	$73,330	$76,190	$79,161	$82,248	$85,456	$88,787
21	$76,190	$79,161	$82,248	$85,456	$88,787	$92,248

Supplemental Schedule for 2025-2026

YEARS OF EXPERIENCE	I	II	III	IV	V	VI	VII	VIII PERIOD RELEASE TIME	VIII 2 PERIODS RELEASE TIME	IX EXTENDED TIME
0	$7,728	$5,367	$4,294	$3,864	$3,006	$2,361	AS LISTED	$10,090	$9,231	(Per Diem Based on Individual's Rates)
1	$7,943	$5,582	$4,508	$4,079	$3,220	$2,576	AS LISTED	$10,305	$9,446	
2	$8,158	$5,796	$4,723	$4,294	$3,435	$2,791	AS LISTED	$10,519	$9,661	
3	$8,373	$6,011	$4,938	$4,508	$3,650	$3,006	AS LISTED	$10,734	$9,875	
4	$8,587	$6,226	$5,152	$4,723	$3,864	$3,220	AS LISTED	$10,949	$10,090	

Daily Rate at BA-0	$233.35	
Hourly Rate at BA-0	$32.19	
Tutor Hourly Rate	$32.19	
Curriculum Hourly Rate	$25.11	
Sat. School Hourly Rate	$48.28	
Long Term Sub Daily Rate	$233.35	
District Committee Hrly Rate	$32.19	
Tech Teaching	$32.19	
Event Staff (Athletic or Other)	TBD	Same as Classified Support Paraprofessionals Base Rate

Appendix D - Supplemental Positions

Head Coaches - BHS	
Football	I
Basketball (Boys)	I
Basketball (Girls)	I
Wrestling	I
Track (Boys)	I
Track (Girls)	I
Cross Country	II
Bowling	II
Volleyball	II
Soccer (Girls)	II
Soccer (Boys)	II
Baseball	II
Softball	II
Cheerleading	II

Assistant Coaches - BHS	
Volleyball (2)	III
Football (5)	III
Soccer (Boys) (1)	IV
Soccer (Girls) (1)	IV
Cross Country (1)	IV
Wrestling (2)	II
Bowling (1)	IV
Basketball (Boys) (3)	II
Basketball (Girls) (3)	II
Softball (2)	III
Baseball (2)	III
Track (2)	III
Cheerleading	IV

BMS Athletics	
Head Football	II
Assistant Football (3)	III
Volleyball (2)	III
Cross County	III
Wrestling (2)	III
Basketball (Girls) (2)	III
Basketball (Boys) (2)	III
Head Track	II
Track Assistants (4)	III
Pre-Season Conditioning BMS Football (4)	2.5% of Base

Athletic Director Support	
Faculty Manager BHS (Fall)	III
Faculty Manager BHS (Winter	III
Faculty Manager BMS (Fall)	IV
Faculty Manager BMS (Winter)	IV
Event Staff (Athletic or Other)	Classified ESP Base Rate
Weight Lifting per season	12% / 4 per quarter

Appendix D - Supplemental Positions

Fine Arts		**Extended Days**	**Class IX**
Head Athletic Band	III	Athletic Band	20 Days
Assistant Athletic Band	V	Athletic Band Assistant	15 Days
Instrumental Instructor	V	Family Consumer Sciences (BHS)	10 Days
Concert Band BHS	VII ($1,600)	Family Consumer Sciences (BMS)	5 Days
Concert Band BMS	VII ($664)		
Concert Band BIS	VII ($500)		
Theatre Director	IV		
Musical Director for Theatre	V		
Vocal Music (BHS)	VI		
Vocal Music (BMS)	VI		
Hummingbirds	V		
Clubs/Activities			
Robotics BHS	II		
Robotics BMS	IV		
Robotics BIS	IV		
Young Authors (2)	VII ($1,200 per year, each)		
Spiro	VII ($600)		
Mock Trial	VII ($1,200)		
24 Tournament	VII ($600)		
District Video Club Lead Advisor	I		
District Video Club Advisor (2)	V		
Interact Club	VI		
Student Council BHS	IV		
Student Council BMS	IV		
Student Council BIS	VI		
Yearbook BHS	IV		
Yearbook BMS	VI		
Newspaper (BHS)	V		
Newspaper (BMS)	V		
Science Fair Director BMS	VI		
Asst. Science Fair Director BMS	VI		
Academic Challenge	VI		
Scholastic Challenge	VI		
Academic Decathlon	VI		
Ski Club BHS	VI		
Ski Club BMS	VI		
National Honor Society BHS	VI		
Kindergarten Kick Start	VI		
Class Advisors BHS (5)	VI		
PBIS (one per two grade levels)	VII ($1,200 each)		
Academic Club BMS (2)	VI		
Head Teacher	II		
SADD/Teen Institute	VI		
Travel Exchange	VI		
Majorette Advisor	V		

Appendix E

GRIEVANCE REPORT FORM
SHEFFIELD-SHEFFIELD LAKE CITY SCHOOLS

Type of Grievance	Distribution of Form
_____ Level 1	1. Superintendent
_____ Level 2	2. Principal/Immediate Supervisor
_____ Level 3	3. Association Representative
_____ Level 4	
_____ Level 5	

Building Assignment Name of Grievance Date filed

Date cause of grievance occurred:_____

1. Statement of grievance including specific section(s) of Agreement claimed to be violated:

Relief sought:_____
_____
_____

Signature:_____

Date:_____

Disposition:_____
_____
_____

Signature:_____

Appendix F

TUITION REIMBURSEMENT APPLICATION

Name_____ Date_____
Please Print

Building_____ Present Assignment_____

Area(s) Of Certification/License_____

College/University_____

Description/Name of requested Course: Course Code:_____

Date course begins and ends

Beginning Date_____ Ending Date_____
mm/dd/yy mm/dd/yy

Relationship to Applicant's professional license and teaching position with the District:

Number of Quarter Hours _____ Tuition Rate Per Hour _____

Semester Hours _____

I am not receiving financial aid or any other form of assistance with regard to the above course work. I further understand that in order to obtain reimbursement, I must submit an official transcript demonstrating a minimum grade of "B", a paid receipt showing the actual cost of tuition, and that payment for hours will be made in an amount contingent upon total hours taken by bargaining unit members for that fiscal year. Reimbursement payments are made annually between June 1 and June 30, based on transcripts/receipts received on or before June 1.

Date of receipt of application_____ Course Approved_____

Course Disapproved_____

_____ _____
Superintendent Signature Date

Appendix G

CERTIFIED STAFF EXTRA DUTY FORM
ALL FIELDS MUST BE COMPLETE | ALL FORMS MUST BE SIGNED BY EMPLOYEE & BUILDING PRINCIPAL
INCOMPLETE FORMS WILL BE RETURNED & PAYMENT WILL BE DELAYED

SECTION 1 | *Regular Contracted Position*

Employee Name (Print):

Position Title:

Building:

SECTION 2 | *Extra Duty Performed*

Date of Assigned Duty	Start & End Time of Assigned Duty	Time Nearest Qtr Hour Increment 15 mins = 0.25 30 mins = 0.50 45 mins = .75 60 mins = 1	Indicate in Box with "X"								
			Orientation ouside regular teacher calendar Article III, A (Per Diem Rate)	* Supp Contract Comm-Paid or Comp after 5 mtgs Article V, B (Committee Rate)	Committee outside regular work day Article VII, B (Committee Rate)	Tutoring Article XII, B (Tutor Rate)	Sub/Class Cover or Mthly plan mtgs or certified work outside of work day Article XII, B (Per Diem Rate)	* IEP or ME outside regular work day/lunch Article XI, J (Per Diem Rate)	Curriculum Writing Article XI, I (Curriculum Rate)	Saturday School Appendix D, Class VII (Sat. School Rate)	Other Duty Requested by Administrator Article XI, J (BA-0 Rate)

☐ *I wish to be paid for this duty* ☐ *I wish to receive comp time for this duty (only applicable to * duties above)*

Brief Description of Extra Duty:

Special Notes, if any:

SECTION 3 | Exceeded Class Size & Subject Preparations

Class Size: $125 per quarter up to max $500 - Article XII, E

☐ $125 ☐ $250 ☐ $375 ☐ $500 ☐ *N/A - Section Not Applicable to this Form*

Brief Description:

Subject Preparations: $300 per preparation, per semester, above 4 preparations - Article XII, E

☐ $300 ☐ $600 ☐ $900 ☐ $1,200

Brief Description:

Employee Signature **Date**

Principal Pre-Approval

Principal Signature **Date**

Superintendent Final Approval

Superintendent Signature **Date**

Effective 7/1/21

Appendix H

CERTIFIED EXTRA STUDENTS FORM

ALL SHADED AREAS MUST BE COMPLETE. ALL FORMS MUST BE SIGNED BY EMPLOYEE & BUILDING PRINCIPAL. INCOMPLETE FORMS WILL BE RETURNED & PAYMENT WILL BE DELAYED.

This form references Certified Master Agreement language in Article XII, section B, item #6 as implemented on July 1, 2024, which states:

Any teacher who absorbs extra students into his/her regularly assigned duty as a result of a teacher's absence without an external substitute, shall be compensated as follows: 1. At the elementary level: The daily sub rate plus $10 divided by the number of teachers absorbing students; 2. At the secondary level: The daily sub rate plus $10 divided by the number of teachers absorbing students divided by six (6) class periods for time with the extra students.

_____ _____

A. Teacher Receiving Extra Students B. Absent Teacher's Name

_____

C.Date with Extra Students

D. Number of teachers absorbing students

Compensation formula (elementary) = (Daily sub rate + $10) ÷ D

Compensation formula (secondary) = (Daily sub rate + $10) ÷ D ÷ 6

_____

Teacher Receiving Extra Students Signature

_____

Principal Signature

Form 1
Ohio Teacher Evaluation System

Self-Assessment

Self-Assessment Summary Tool

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

Name _____

Date _____

Standard		Strengths	Areas for Growth	Priorities (Check 2)
Standard 1: Students	• Knowledge of how students learn and of student development • Understanding of what students know and are able to do • High expectations for all students • Respect for all students • Identification, instruction and intervention for special populations			
Standard 2: Content	• Knowledge of content • Use of content- specific instructional strategies to teach concepts and skills • Knowledge of school and district curriculum priorities and Ohio academic content standards • Relationship of knowledge within the discipline to other content areas • Connection of content to life experiences and career opportunities			
Standard 3: Assessment	• Knowledge of assessment types • Use of varied diagnostic, formative and summative assessments • Analysis of data to monitor student progress and to plan, differentiate, and modify instruction • Communication of results • Inclusion of student self-assessment and goal-setting			
Standard 4: Instruction	• Alignment to school and district priorities and Ohio academic content standards • Use of student information to plan and deliver instruction • Communication of clear learning goals • Application of knowledge of how students learn to instructional design and delivery • Differentiation of instruction to support learning needs of all students • Use of activities to promote independence and problem-solving • Use of varied resources to support learner needs			
Standard 5: Learning Environment	• Fair and equitable treatment of all students • Creation of a safe learning environment • Use of strategies to motivate students to work productively and assume responsibility for learning • Creation of learning situations for independent and collaborative work • Maintenance of an environment that is conducive to learning for all students			
Standard 6: Collaboration & Communication	• Clear and effective communication • Shared responsibility with parents/caregivers to support student learning • Collaboration with other teachers, administrators, school and district staff • Collaboration with local community agencies			
Standard 7: Professional Responsibility and growth	• Understanding of and adherence to professional ethics, policies and legal codes • Engagement in continuous, purposeful professional development • Desire to serve as an agent of change, seeking positive impact on teaching quality and student achievement			

Form 2 Ohio Teacher Evaluation System	Professional Growth Plan

Professional Growth Plan

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

☐ **Self-Directed**

☐ **Collaborative** Teacher: _____ Evaluator: _____

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

Evaluator Signature **Date** **Teacher Signature** **Date**

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

Form 3 (Page 1 of 3)
Ohio Teacher Evaluation System

Improvement Plan

Improvement Plan

Teacher Name: _____ Grade Level/ Subject :_____

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

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

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

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

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

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

Form 3 (Page 2 of 3) Ohio Teacher Evaluation System	Improvement Plan

Improvement Plan (continued)

Section 3: Specific Plan of Action

Describe in detail specific plans of action that must be taken by the teacher to improve his/her performance. Indicate the sources of evidence that will be used to document the completion of the improvement plan.	
Actions to be Taken	Sources of Evidence That Will Be Examined

Section 4: Assistance and Professional Development

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

Date for this Improvement Plan to Be Evaluated:

Teacher's Signature:_____ Date:_____

Evaluator's Signature:_____ Date:_____

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

Improvement Plan: Evaluation of Plan

Teacher Name:_____ Grade Level/Subject:_____

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

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

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

Comments: Provide justification for recommendation indicated above and attach evidence to support recommended course of action.

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

Teacher's Signature:_____ Date:_____

Evaluator's Signature:_____ Date:_____

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

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

Teacher Performance Evaluation Rubric

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

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

Form 4 (Page 2 of 8)
Ohio Teacher Evaluation System

Assessment of Teacher Performance

INSTRUCTIONAL PLANNING

		Ineffective	Developing	Skilled	Accomplished
INSTRUCTIONAL PLANNING	**PRIOR CONTENT KNOWLEDGE/ SEQUENCE/ CONNECTIONS** **(Standard 1: Students; Standard 2: Content; Standard 4: Instruction)** *Sources of Evidence:* Pre-Conference	The teacher's lesson does not build on or connect to students' prior knowledge, or the teacher may give an explanation that is illogical or inaccurate as to how the content connects to previous and future learning.	The teacher makes an attempt to connect the lesson to students' prior knowledge, to previous lessons or future learning but is not completely successful.	The teacher makes clear and coherent connections with students' prior knowledge and future learning - both explicitly to students and within the lesson. The teacher plans and sequences instruction to include the important content, concepts, and processes in school and district curriculum priorities and in state standards.	The teacher uses the input and contributions of families, colleagues, and other professionals in understanding each learner's prior knowledge and supporting their development. The teacher makes meaningful and relevant connections between lesson content and other disciplines and real-world experiences and careers as well as prepares opportunities for students to apply learning from different content areas to solve problems. The teacher plans and sequences instruction that reflects an understanding of the prerequisite relationships among the important content, concepts, and processes in school and district curriculum priorities and in state standards as well as multiple pathways for learning depending on student needs. The teacher accurately explains how the lesson fits within the structure of the discipline.
	Evidence				

Form 4 (Page 3 of 8)
Ohio Teacher Evaluation System

Assessment of Teacher Performance

INSTRUCTIONAL PLANNING

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

Form 4 (Page 4 of 8)
Ohio Teacher Evaluation System

Assessment of Teacher Performance

INSTRUCTION AND ASSESSMENT

		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT	**LESSON DELIVERY (Standard 2: Content; Standard 4: Instruction) Standard 6: Collaboration and Communication)** *Sources of Evidence:* Formal Observation Classroom Walkthroughs/Informal Observations	A teacher's explanations are unclear, incoherent, or inaccurate, and are generally ineffective in building student understanding. The teacher uses language that fails to engage students, is inappropriate to the content, and/or discourages independent or creative thinking. The teacher fails to address student confusion or frustration and does not use effective questioning techniques during the lesson. The lesson is almost entirely teacher-directed	Teacher explanations are accurate and generally clear but the teacher may not fully clarify information based on students' questions about content or instructions for learning activities or the teacher may use some language that is developmentally inappropriate, leading to confusion or limiting discussion. The teacher re-explains topics when students show confusion, but is not always able to provide an effective alternative explanation. The teacher attempts to employ purposeful questioning techniques, but may confuse students with the phrasing or timing of questions. The lesson is primarily teacher-directed.	Teacher explanations are clear and accurate. The teacher uses developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking. The teacher effectively addresses confusion by re-explaining topics when asked and ensuring understanding. The teacher employs effective, purposeful questioning techniques during instruction. The lesson is a balance of teacher-directed instruction and student-led learning.	Teacher explanations are clear, coherent, and precise. The teacher uses well-timed, individualized, developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking, including the appropriate use of questions and discussion techniques. The teacher accurately anticipates confusion by presenting information in multiple formats and clarifying content before students ask questions. The teacher develops high-level understanding through effective uses of varied levels of questions. The lesson is student-led, with the teacher in the role of facilitator.
	Evidence				
	DIFFERENTIATION (Standard 1: Students; Standard 4: Instruction) *Sources of Evidence:* Pre-Conference Formal Observation Classroom Walkthroughs/Informal Observations	The teacher does not attempt to make the lesson accessible and challenging for most students, or attempts are developmentally inappropriate.	The teacher relies on a single strategy or alternate set of materials to make the lesson accessible to most students though some students may not be able to access certain parts of the lesson and/or some may not be challenged.	The teacher supports the learning needs of students through a variety of strategies, materials, and/or pacing that make learning accessible and challenging for the group.	The teacher matches strategies, materials, and/or pacing to students' individual needs, to make learning accessible and challenging for all students in the classroom. The teacher effectively uses independent, collaborative and whole-class instruction to support individual learning goals and provides varied options for how students will demonstrate mastery.
	Evidence				

Form 4 (Page 5 of 8)
Ohio Teacher Evaluation System

Assessment of Teacher Performance

INSTRUCTION AND ASSESSMENT

		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT	**RESOURCES (Standard 2: Content; Standard 4: Instruction)** *Sources of Evidence:* Pre-Conference Formal Observation Classroom Walkthroughs/Informal Observations	Instructional materials and resources used for instruction are not relevant to the lesson or are inappropriate for students.	The teacher uses appropriate instructional materials to support learning goals, but may not meet individual students' learning styles/needs or actively engage them in learning.	Instructional materials and resources are aligned to the instructional purposes and are appropriate for students' learning styles and needs, actively engaging students.	Instructional materials and resources are aligned to instructional purposes, are varied and appropriate to ability levels of students, and actively engage them in ownership of their learning.
	Evidence				

Form 4 (Page 6 of 8)
Ohio Teacher Evaluation System

Assessment of Teacher Performance

INSTRUCTION AND ASSESSMENT

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

Form 4 (Page 7 of 8)
Ohio Teacher Evaluation System

Assessment of Teacher Performance

INSTRUCTION AND ASSESSMENT

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

Form 4 (Page 8 of 8)
Ohio Teacher Evaluation System

Assessment of Teacher Performance

PROFESSIONALISM

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

Form 5
Ohio Teacher Evaluation System

Pre- and Post-Conference Questions

Pre-Observation Planning and Lesson Reflection Resource Questions

The questions provided are intended to guide thinking and conversation; every question may not be answered or relevant for every observation.

INSTRUCTIONAL PLANNING

FOCUS (Standard 4: Instruction)

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

ASSESSMENT DATA (Standard 3: Assessment)

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

PRIOR CONTENT KNOWLEDGE/SEQUENCE/CONNECTIONS
(Standard 1: Students / Standard 2: Content / Standard 4: Instruction)

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

KNOWLEDGE OF STUDENTS (Standard 1: Students)

- What should the evaluator know about the student population? (See *Data Measures Inventory for the Classroom*)
- How is this a developmentally appropriate learning activity?

INSTRUCTION AND ASSESSMENT

LESSON DELIVERY (Standard 2: Content / Standard 4: Instruction)

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

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

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

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

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

CLASSROOM ENVIRONMENT (Standard 1: Students / Standard 5: Learning Environment)

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

ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment)

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

PROFESSIONAL RESPONSIBILITIES

COLLABORATION AND COMMUNICATION (Standard 6)

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

PROFESSIONAL RESPONSIBILITY AND GROWTH (Standard 7)

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

Form 6 Ohio Teacher Evaluation System	Planning for the Post-Observation Conference

Post Conference Planning

- The goal for the conference leader is to cognitively coach the teacher through the use of reflective questions.
- Record 3 reflective questions you would ask the teacher aligned to the area of reinforcement.

  1.

  2.

  3.

- Record 3 reflective questions you would ask the teacher aligned to the area of refinement.

  1.

  2.

  3.

Four Key Elements of the Instructional Post-Conference

Conducting the Post-Conference: To be discussed at Day 3 Training prior to conducting the post-conference

1. Introduction/Greeting/Establish Length
   - Review Conference Process
   - General Impression Question

   - "How do you think the lesson went?"

2. Reinforcing the Teacher
   - Identify an area of Reinforcement (ONLY one area)
   - Ask Self-Analysis Question
   - Provide evidence from notes

3. Refining the Teacher's Skill:
   - Identify an area of Refinement (ONLY one area)
   - Ask Self-Analysis Question
   - Provide evidence from notes
   - Give a recommendation for future practice

4. Present evidence and rating connected to the rubric

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COMBINING THE STUDENT GROWTH MEASURES IN THE EDUCATOR EVALUATION SYSTEMS

This document is intended to provide a quick introduction to the process for combining student growth measures in the educator evaluation systems. More details including examples of scenarios and FAQs will be forthcoming.

Student growth measures will be used in the evaluation of teachers and principals in Ohio. The makeup of these measures depends on data availability and district decisions. This document describes the overall process for combining multiple measures of student growth into a *student growth rating* that comprises 50% of the educator effectiveness rating.

While there are different types of student growth measures, they are intended to be comparable and consistent across educators. The other 50% of the educator effectiveness rating, performance on the educator standards, should also be comparable and consistent across educators. Both the performance portion and the student growth portion include multiple measures and the use of professional judgment to some degree. Therefore, the final summative rating reflects a representative view of an educator's performance.

STEP 1: The **district plan** will determine the student growth percentages for each of the three categories of educators for each measure. (See http://education.ohio.gov/Topics/Teaching/Educator-Evaluation-System/Ohio-s-Teacher-Evaluation-System/Student-Growth-Measures for more information on these categories). The plan will be submitted into the electronic Teacher and Principal Evaluation System (eTPES):

Educator Category		Value-Added	Vendor Assessment	LEA Measures		Total = 50%
				SLO/Other*	Shared Attribution	
A: Value-Added	**A1** (exclusive)	_____%		_____%	_____%	50%
	A2 (non-exclusive)	_____%		_____%	_____%	50%
B: Approved Vendor Assessment			_____%	_____%	_____%	50%
C: LEA Measures				_____%	_____%	50%

* For Category A, teachers with Value-Added may also include ODE-Approved Vendor Assessment data in this LEA Measure. For principals, this could also include the average of all teachers' growth ratings.

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Variation from the district plan: If the district decides to allow variation from the default percentages, they must make manual adjustments within eTPES.

- Districts should try to be as consistent as possible when setting percentages.
- Percentages should not be determined by individual teachers or determined based on individual past results.

STEP 2: The districts will **enter the SGM** data using an individual teacher or principal worksheet in the eTPES. Teacher-level Value-Added data will be automatically uploaded. All other measures must be manually entered by the district.

Individual educators may have up to two types of measures depending on their category. In other words, *A: Value-Added* teachers may have Value-Added and LEA measures; *B: Approved Vendor Assessment* teachers may have Approved Vendor Assessments and LEA measures; and *C: LEA Measures* teachers will only have LEA measures.

STEP 3: The **multiple measures are combined** in the eTPES. When the system combines the multiple measures, it is important to take note of the following requirements:

- *All scores within each type of measure must be weighted equally.* For example, if a teacher uses four SLOs as her four LEA measures, then all four will be weighted the same. Similarly, if four ODE-Approved Vendor Assessments are utilized, then all four will be weighted equally by the system.

- *Shared Attribution is weighted separately*. While shared attribution is considered an LEA measure, it is weighted separately from SLOs, and is not required to be weighted equally. Districts may choose to use this measure as a collaborative team measure applied consistently to all educators. Districts must determine this percentage.

- *Maximum of five measures within in any type of measure*. For example, there can be no more than five ODE-approved Vendor Assessments or no more than five LEA measures for any one educator. Here are the measures within each type of measure:
    - Value-Added: MRM composite as reported in EVAAS
    - ODE-Approved Vendor Assessment: Up to five ODE-approved Vendor Assessment scores (e.g. five different assessments)
    - LEA Measures: Up to five LEA measures including 2-4 SLOs and/or Shared Attribution measure (additionally, Category A: Value-Added teachers who are also utilizing Approved Vendor Assessment data would include it here)

Each of these measures is scored on a five-level rating. The eTPES lookup tables automatically make the conversion to three levels for the student growth rating: Below, Met, or Above Expected Growth. Once entered into eTPES, the system calculates the final summative rating for the educator's evaluation.

Form 8

SHEFFIELD-SHEFFIELD LAKE WALKTHROUGH FORM



TEACHER'S NAME:

DATE:

LESSON DELIVERY

- explanations are clear (Learning goals, can students identify goal and connect activity)
- higher level questioning used
- presents information in multiple formats
- the lesson is student-led, with the teacher in the role of facilitator

DIFFERENTIATION

- differentiated activities- activities meet individual needs
- uses independent, collaborative, and whole-class instruction

RESOURCES

- are aligned to instructional purposes
- are varied and appropriate to ability levels of students
- actively engage students

CLASSROOM ENVIRONMENT

- the teacher has positive and respectful rapport with students
- routines are well-established and evident
- students initiate responsibility for the efficient operation of the classroom.
- transitions are seamless
- behavior management system in place
- students on task

ASSESSMENT OF STUDENT LEARNING

- formative assessment
- summative assessment
- provides substantive, specific, and timely feedback
- students engage in self-assessment

PROFESSIONAL RESPONSIBILITIES

- collaborates with colleagues
- connects lessons with other disciplines

FOCUS FOR LEARNING

- establishes challenging and measurable goal(s) for student learning
- goals align to CCSS

- demonstrates how the goal(s) fit into the broader unit, course, and school goals for content learning and skills.

ASSESSMENT DATA

- purposefully plans assessments
- uses assessment data to direct instruction

PRIOR CONTENT KNOWLEDGE / SEQUENCE / CONNECTIONS

- makes meaningful and relevant real world connections
- explains how the lesson fits within the structure of the discipline.

KNOWLEDGE OF STUDENTS

- demonstrates an understanding of the purpose and value of learning about students' background experiences
- demonstrates familiarity with each student's background knowledge and experiences

Form 9 **Sheffield-Sheffield Lake City Schools - Informal Observation Form (Off Cycle)**

Educator Name: _____ Grade(s): _____ Subject Area(s):_____ Date: _____

Evaluator Name: _____ Informal Observation Start Time: _____ Informal Observation End Time: _____

Directions: This form serves as a record of a 15-20 minute informal observation by the teacher's evaluator. The evaluator will likely not observe all the teaching elements listed below in any one informal observation. This form will only be used as a tool to help guide a post conference between the teacher and the evaluator. This completed form will **not** be kept on file.

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

Evaluator Summary Comments:

Evaluator Signature: _____

Student Learning Objective (SLO) Template

This template should be completed while referring to the SLO Template Checklist.

Teacher Name: _____ Content Area and Course(s): _____ Grade Level(s): _____ Academic Year: _____

Please use the guidance provided in addition to this template to develop components of the student learning objective and populate each component in the space below.

Baseline and Trend Data
What information is being used to inform the creation of the SLO and establish the amount of growth that should take place?

Student Population
Which students will be included in this SLO? Include course, grade level, and number of students.

Interval of Instruction
What is the duration of the course that the SLO will cover? Include beginning and end dates.

Standards and Content
What content will the SLO target? To what related standards is the SLO aligned?

Assessment(s)
What assessment(s) will be used to measure student growth for this SLO?

Student Learning Objective (SLO) Template (continued)

Growth Target(s)
Considering all available data and content requirements, what growth target(s) can students be expected to reach?

Rationale for Growth Target(s)
What is your rationale for setting the above target(s) for student growth within the interval of instruction?

Form 11
Ohio Teacher Evaluation System

Student Learning Objectives Calibration Form

Teacher Name: _____ School: _____

SLO Title: _____ Assessment Name: _____

Student Name	Student Number	Baseline Score	Tier Formula	Growth Target %	Growth Target	Final Score	Exceeds/Meets Target?(yes/no)

Form 12 (Page 1 of 3)
Ohio Teacher Evaluation System

Speech-Language Pathologist Performance Evaluation Rubric

Speech-Language Pathologist: _____ **Period of Evaluation:** _____
Evaluator and Title: _____ **Date of Evaluation(s):** _____

Roles and Responsibilities	Ineffective 1	Developing 2	Skilled 3	Accomplished 4	N/A
PREVENTION **-Conducts screenings and/or participates in the *RTI* process as appropriate.**	When screening or RTI process is indicated, SLP does not complete screenings or participate in district RTI process.	SLP completes screenings (as necessary) but not always within appropriate time frame and may or may not participate in RTI process.	SLP completes screenings (as necessary) in an appropriate time frame and participates in district RTI process.	SLP completes screenings (as necessary) and actively participates in district RTI process by providing appropriate intervention strategies or recommendations to the team.	
IDENTIFICATION **-Participates in the *PRE-ETR* team process of identifying students who may need assessments to determine a continuum of intervention strategies and/or eligibility for special education or related services.**	SLP demonstrates little or no knowledge of state and federal guidelines for special education.	SLP demonstrates some knowledge of state and federal guidelines but requires maximum guidance to complete necessary paperwork and/or to determine need for further assessment.	SLP demonstrates knowledge of state and federal guidelines but may require some extra guidance from Administration to complete necessary paperwork and/or to determine need for further assessment.	SLP demonstrates thorough knowledge of state and federal guidelines including the following: • Completion of required pre-ETR forms (PR-01, Consent and Planning forms) • contacts parents and documents attempts • provides copies of required forms to appropriate parties • for speech only students, sets up ETR meeting within required time frame and invites required participants • For re-evaluations, SLP completes record review to determine need for further assessment and communicates evaluation need to ETR team.	
ASSESSMENT **-Conducts thorough, appropriate and balanced speech and language communication assessments using a comprehensive assessment plan.**	Uses assessments and data collection methods that are: • inappropriate for purpose and/or student • are administered, scored or interpreted incorrectly Frequently completes evaluations after compliance due dates without necessary documentation of attempts to comply with deadlines	Uses assessments and data collection methods that are: • compliant with minimum requirements • administered, scored and interpreted correctly Some evaluations completed after compliance due dates without necessary documentation of attempts to comply with deadlines	Uses assessments and data collection methods that are: • appropriate to the student being evaluated • administered, scored and interpreted correctly With few exceptions, all evaluations completed in a timely manner while documenting attempts to comply with deadlines	Uses assessments and data collection methods that are: • appropriate to the student being evaluated • administered, scored and interpreted correctly • informative for instructional and/or programming purposes All evaluations are completed in a timely manner	

Form 12 (Page 2 of 3) Ohio Teacher Evaluation System			Speech-Language Pathologist Performance Evaluation Rubric		
Roles and Responsibilities	**Ineffective 1**	**Developing 2**	**Skilled 3**	**Accomplished 4**	**N/A**
EVALUATION **- Interprets data to the *ETR* team to determine the nature and severity of a student's communication disorder, delay or difference and its effect on academic and social performance. Contributes to the process of determining eligibility for services and makes appropriate recommendations to the team.**	Lacks the skills needed to appropriately interpret diagnostic data to determine nature and severity of a student's communication disorder, delay or difference	Able to interpret data to determine nature and severity of a student's communication disorder, however lacks knowledge to interpret effect on academic and social performance	Interprets data to determine nature and severity of a student's communication disorder and its effect on academic and social performance	Interprets evaluation data and effectively communicates evaluation findings and recommendations to evaluation team members through written reports, conferences/team meetings and/or other means of communication Utilizes evaluation findings to determine eligibility, placement and service decisions	
CASELOAD MANAGEMENT **-Uses service delivery options efficiently and effectively. Fulfills the duties of case manager as appropriate, including the writing of *IEPs*. Meets responsibilities and obligations to students on the caseload. Keeps clear and comprehensive records and informs parents and teachers of students' progress.**	SLP is proficient in none of the following caseload management tasks: • completes IEPs within designated time frame • writes IEPs with complete goals based on students' needs • provides services in accordance with IEP • completes progress reports within designated time frame	SLP is proficient in 1-2 of the following caseload management tasks: • completes IEPs within designated time frame • writes IEPs with complete goals based on students' needs • provides services in accordance with IEP • completes progress reports within designated time frame	SLP is proficient in 3 of the following caseload management tasks: • completes IEPs within designated time frame • writes IEPs with complete goals based on students' needs • provides services in accordance with IEP • completes progress reports within designated time frame	SLP is proficient in all 4 of the following caseload management tasks: • completes IEPs within designated time frame • writes IEPs with complete goals based on students' needs • provides services in accordance with IEP • completes progress reports within designated time frame	

Form 12 (Page 3 of 3) Ohio Teacher Evaluation System			Speech-Language Pathologist Performance Evaluation Rubric		
Roles and Responsibilities	**Ineffective 1**	**Developing 2**	**Skilled 3**	**Accomplished 4**	**N/A**
INTERPERSONAL SKILLS AND PROFESSIONALISM **- Creates a positive learning environment for students and colleagues. Promotes positive interpersonal relationships through open communication, honesty and respect. Takes responsibility and conducts self in an ethical manner. Advocates for students. Pursues ongoing professional development. Provides guidance and leadership to school staff.**	Consistently fails to: • interact with students, parents/families and colleagues in a respectful, professional and confidential manner. • follow state, school and district policies and procedures • seek out or take advantage of opportunities to engage in professional learning	Periodically fails to: • interact with students, parents/families and colleagues in a respectful, professional and confidential manner • follow state, school and district policies and procedures • seek out or take advantage of opportunities to engage in professional learning	Interacts with students, parents/families and colleagues in a respectful, professional and confidential manner Follows state, school, and district policies and procedures Seeks out or take advantage of opportunities to engage in professional learning	Demonstrates a high level of respect, professional conduct and awareness of diversity when interacting with students, parents/families and colleagues. Follows state, school and district policies and procedures Recognizes areas for professional growth and seeks out opportunities for professional development in these areas.	

Comments:

FORM 13 Ohio Teacher Evaluation System	Final Summative Rating

Final Summative Rating of Teacher Effectiveness

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

Student Growth Data 50%	BELOW EXPECTED GROWTH	EXPECTED GROWTH	ABOVE EXPECTED GROWTH
Student Growth Measure of Effectiveness			
Areas of reinforcement/refinement:			

Final Summative (Overall) Rating	INEFFECTIVE	DEVELOPING	PROFICIENT	ACCOMPLISHED

☐ Check here if Improvement Plan has been recommended.

Teacher Signature _____ **Date** _____

Evaluator Signature _____ **Date** _____

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

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

Appendix J

Sheffield-Sheffield Lake City School District Supplemental Contract Evaluation Form		
Name		School Year
Assignment		Years in Assignment
The rating scale for the evaluation will be as follows:		
1	*Exceptional*	Provides professional services that exceeds basic competence on a regular basis
2	*Satisfactory*	Results show the attainment of the primary work objectives and areas of competence on a regular basis
3	*Needs Improvement*	Results are below basic competence. Performance improvement is needed
4	*Unsatisfactory*	Results not acceptable or the manner in which the results were attained in not consistent with accepted school policy or procedures
N/O		Not Observed
N/A		Not Applicable
Circle One:		
	Exceptional/Satisfactory	To be recommended for continued assignment
	Needs Improvement	To be recommended for reassignment provided areas of needed improvement are addressed
	Unsatisfactory	Not to be recommended for continued assignment
Date:		Evaluator (Building Administrator)
Date:		Contract Holder:
All individuals holding Supplemental Contracts will be evaluated once a year. Sports and seasonal activities will be evaluated within 4 weeks of the last contest or activity.		

1 2 3 4 N/O N/A	Organize and supervise all activities associated with the department, class, or activity involved.
1 2 3 4 N/O N/A	Supervise the collection and expenditure of funds associated with the activity or class including preparation of a budget.
1 2 3 4 N/O N/A	Be in charge of scheduling all events for the activity, class, or department including transportation when needed.
1 2 3 4 N/O N/A	Distribute all rules and schedules associated with participation in the particular activity.
1 2 3 4 N/O N/A	Prepare a year-end report for the activities, class, or department.
Specific Responsibilities	
1 2 3 4 N/O N/A	
1 2 3 4 N/O N/A	
1 2 3 4 N/O N/A	
1 2 3 4 N/O N/A	
1 2 3 4 N/O N/A	
1 2 3 4 N/O N/A	
1 2 3 4 N/O N/A	
1 2 3 4 N/O N/A	
1 2 3 4 N/O N/A	
1 2 3 4 N/O N/A	
1 2 3 4 N/O N/A	
1 2 3 4 N/O N/A	
1 2 3 4 N/O N/A	
1 2 3 4 N/O N/A	
1 2 3 4 N/O N/A	

Subject to modification through the Supplemental Contract Committee