10/29/2024
2707-01
24-MED-04-0583
44848

S.E.A.

Negotiated Agreement

Sidney City Schools

Effective
August 1, 2024 – July 31, 2027

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ARTICLE 1: RECOGNITION

A. The Sidney City Board of Education hereinafter referred to as the "Board" recognizes the Sidney Education Association (SEA), hereinafter referred to as the "Association," as the sole and exclusive representative for full-time and part-time certified/licensed staff employed by the Board under a regular teaching contract. All certified/licensed staff positions shall hereinafter be referred to as "staff member" during the term of this agreement. Any substitute working in one specific position for more than sixty (60) days is eligible to be in the bargaining unit.

1. The Board and the Association have the same aim, namely, to provide the best possible for the children and youth of this community. Relationships must be established which will allow the two groups to consider matters of mutual concern as a joint responsibility. Therefore, procedures should be adopted which provide an orderly method for the Board and the Association to reach mutually satisfactory agreements.

2. The Association and the Board have the shared responsibility of providing the best possible education in the classroom.

3. It is recognized that teaching is a profession requiring the possession of specialized educational qualifications.

B. The Board recognizes the Association, affiliated with the Ohio Education Association (OEA) and with the National Education Association (NEA), as the agency through which the staff members of the District develop and present their considered opinion on matters of concern to them.

C. Definitions:

1. Day: "days" in the Negotiations Agreement shall refer to actual contracted work days of the staff member, except during the Summer Break when "days" shall refer to calendar days exclusive of weekends and holidays.

2. Unified Arts shall include Art, Music, Physical Education, Technology Education, Health, STEAM, STEM, and Workforce.

3. Pre-K shall refer to any building staff member or student in grades prior to Kindergarten.

4. Elementary shall refer to any building staff member or student in grades Kindergarten through four (4).

ARTICLE 2: ASSOCIATION RIGHTS / MANAGEMENT RIGHTS

A. Association Rights

The Association shall have the right to the following:

1. Use of Facilities and Equipment: Use of the school facilities for Association business that does not conflict with previously set teacher meetings or other building events. The Association may have access for use of Board-owned equipment. Any use of facilities must be approved by a District administrator for availability. Any use of equipment will be available for Association use (ie: copier, paper, digital screen, etc.)

2. The Association shall be entitled to conduct sixty (60) minutes for Association business on the first staff member work day of the contract year.

3. Use of a bulletin board for Association purposes in each building, teacher mailboxes, intra-school mail, e-mail, voice-mail and Internet access. Any computer use by a staff member shall be governed by the District's acceptable use policy. If needed, the PA system will be available for Association use.

4. Association Release Time

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

   a) Association leave is limited to twenty-five (25) days per year. It shall be the responsibility of the President to notify the appropriate administrator at least five (5) working days prior to the request unless in the case of an emergency. Professional Development considered for unusual situations beyond twenty (25) days when need arises.

   b) Association leave must be used in increments of one-half (1/2) day or more at any one time.

   c) If a member of the Association is elected to an office within WOEA, OEA or NEA, six (6) additional days shall be granted.

   d) The President or designee will be granted two (2) half-day (1/2) releases per month. This leave will have no influence on the Association leave as defined in 4a.

5. The Board will notify the Association President and Vice-President of all Board meetings via home and school email no less than twenty-four hours prior to Board meetings. The

Association President and Vice-President shall receive an agenda and may attend all such meetings.

6. The Association shall have access to the official minutes with administrative content in BoardDocs seven (7) working days following such official Board meetings where the Minutes are formally approved.

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

B. Management Rights

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

2. The Board encourages eligible staff members to gain the personal and professional benefits accruing from membership in local, state, and national professional organizations for education.

ARTICLE 3: NEGOTIATIONS PROCESS

A. Procedures

1. The Negotiations Committee shall be responsible for representing the Association in all negotiations with the Board or its official representatives. Representation shall be limited to five (5) representatives each of the Board and the Association. One representative of each committee shall be designated chairperson or chief spokesperson.

2. The Board and the Superintendent agree to furnish the Association, upon request, all available information concerning financial resources of the district to assist the Association in helping the Board develop intelligent, accurate, and constructive policies on behalf of the students, the community and the teachers. The Association and the Board will exchange estimates of financial resources of the district.

3. In the event the parties should choose to use a collaborative bargaining method, such as IBB (Interest Based Bargaining), the parties will make a mutual decision by December 1 of the last year of the contract.

4. All parties will negotiate in "good faith." Good faith involves coming to the negotiating table with the intention of negotiating. Good faith requires that the parties be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, the party that finds the proposal unacceptable is obligated to give its reasons and offer counter-proposals. Good faith requires all parties to recognize negotiations as a shared process.

5. Before each negotiation session officially adjourns, the agenda, time, and place for the next session shall be mutually agreed upon by the chief negotiators. When negotiations are conducted during regular school hours, released time shall be provided for the Association's negotiating team.

6. Negotiations between the parties on a successor agreement shall begin not earlier than 120 days and not less than 90 days prior to the expiration of the contract term. If both parties agree, additional issues may be presented and negotiated at different times.

7. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

8. There shall be five (5) signed copies of any final agreement. Two (2) copies shall be given to the Board and three (3) to the Association, one (1) of which will be submitted to SERB.

An electronic copy of this Agreement shall be made available within thirty (30) days after the agreement is signed and presented to all bargaining unit members now employed or hereafter employed by the Board. In addition, the Board shall provide the Association a digital copy of the agreement for each member without charge to the Association.

9. All meetings will be held in executive session.

10. While negotiations are in progress:

    a) Relevant data and support information, proposals, and counter proposals will be presented.

    b) Consultants may be used by either party as deemed necessary.

    c) Any information given to news media will be approved in writing by both parties.

    d) The chairman of either party may recess his party for an independent caucus at any time for a period of no more than 45 minutes unless mutually agreed otherwise.

    e) No recording of these sessions will be permitted.

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

12. Agreement:

    a) Any time prior to the use of mediation (which follows) when agreement is reached, it shall be reduced to writing, signed by the appropriate officials, and presented to the Board by the Superintendent and to the members of the Association by its President.

    b) Adoption of the aforesaid agreements shall be accomplished upon ratification by the membership of the Association and then approved by the Board.

B. Mediation

1. In the event an agreement is not reached by negotiations after full consideration of proposals and counter proposals, either of the parties shall have the option of declaring impasse.

2. Impasse is whenever the parties have stopped talking to each other at the negotiating table or after many bargaining sessions have been held and the position of parties have solidified and the parties have become intransigent pertaining to resolved negotiation issues.

3. If impasse is declared by either party, it is with the understanding that impasse proceedings are declared on all the issues where tentative agreement has not been reached.

4. The parties shall jointly prepare a request for a mediator and direct such request to the Federal Mediation and Conciliation Service (FMCS). The assigned mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties.

5. The mediator has no authority to recommend or to bind either party to any agreements.

6. This procedure shall replace and supersede the impasse procedure contained in Ohio Revised Code 4117.

ARTICLE 4: COMPLETE AGREEMENT CLAUSE

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

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

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

ARTICLE 5: MAINTENANCE OF STANDARDS

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

ARTICLE 6: GRIEVANCE PROCEDURE

A. Definition of Terms

1. A grievance is defined as an alleged violation, misinterpretation, or misapplication of the language of this negotiated agreement.

2. The "purpose" of the grievance procedure is to secure acceptable solutions to grievances at the lowest level.

3. A "grievant" shall be defined as a staff member or group of staff members or the Association who allege to have a grievance.

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

5. An "appropriate administrator" shall be defined as the administrator to whom the filed grievance was submitted. This administrator must have the authority to grant the relief sought.

6. A "group grievance" shall be a grievance affecting more than one staff member and shall be filed identifying each staff member by name.

B. General Practices

1. Should a group grievance be filed, a minimum of thirty percent (30%), not to exceed ten (10) staff members shall be permitted to be present for all steps of the grievance procedure and attend any meetings or hearings conducted for the resolution of the grievance if they so choose. A decision on such grievances applies to all staff members in the group and each shall be given a copy of the decision unless resolved at Step 1. A staff member may withdraw from a group grievance, in writing, any time before a decision is rendered. However, the staff member then waives any right to initiate the same grievance.

2. In the event there is no individual member of the Association entitled to claim a grievance, the grievance may be brought by the Association.

3. Times indicated in each step shall be the maximum but may be extended by mutual agreement.

4. A grievance shall not be made a part of the grievant's personnel file.

5. Grievances shall be initiated with the "appropriate administrator."

C. Processing Grievances

1. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.

2. Each staff member shall have the right to representation at each step of the grievance procedure. Staff members have the right at any time to cease a meeting until representation is attained.

3. A grievance may be withdrawn without prejudice by the grievant at any time.

4. All grievance and arbitration hearings shall be conducted in closed session.

5. A copy of all documents, communications, or records pertinent to resolution of the grievance shall, upon request, be furnished to the grievant and the employer. The requester shall bear the costs of reproducing such materials in excess of twenty-five (25) pages.

6. Failure of the grievant to comply with timelines shall be cause for the grievance to be dismissed. Failure of the employer to comply with the timelines shall allow the grievant to proceed to the next step.

7. All grievance hearings must be held during a mutually agreed upon time.

8. An officer of the Association and/or building representative may be released from his/her regularly assigned duties to investigate a grievance and/or attend all grievance steps per Article 6, Section (D).

D. Grievance Procedure

1. Step One (Informal Complaint Procedure)

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

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

b) The appropriate administrator will have three (3) days to respond verbally to the complaint.

2. Step Two (Formal Complaint Procedure)

a) If the grievance is not resolved in Step 1, the staff member may file a formal written grievance within ten (10) days of the administrator's response.

b) Within ten (10) days after the grievance is submitted, the appropriate administrator or designee will discuss the grievance with the grievant(s) involved and attempt to resolve it. Discussions at this step and any future steps shall be confined to the issues stated in the grievance and the relief sought. The grievant(s) may be accompanied at such a meeting by a representative of the Association. The appropriate administrator may be accompanied by another administrator at Step 2. The appropriate administrator will chair the hearing.

c) Within four (4) days after this meeting, the appropriate administrator will state the decision in writing to the grievant and provide a copy to the Association president.

d) If the grievant(s) are not satisfied with the written response, the grievant(s) shall, within four (4) days of receipt of written response, notify the appropriate administrator to forward the grievance to the Superintendent. Upon receiving such notification, the appropriate administrator will forward the grievance within two (2) days.

3. Step Three (Superintendent Hearing)

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

representative at such hearing shall notify the grievant in writing and provide a copy to the Association president of the decision in writing.

4. Step 4 (Arbitration)

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

b) Within seven (7) days from the date of receipt of the arbitration request, the parties shall jointly request the American Arbitration Association (AAA) to submit a list of seven (7) impartial persons qualified to act as arbitrators. Should this or a subsequent list be unsatisfactory to either party, the rules and procedures of the AAA will be used in the selection of an arbitrator.

c) The arbitrator shall conduct a hearing, in conformance with the rules of the AAA, on the earliest date mutually satisfactory to all parties.

d) The arbitrator shall limit his/her findings strictly to the application and interpretation of the provisions of this agreement. He or she shall be limited in his or her review to the issue or issues submitted for the arbitration and he or she shall be without power or authority to make any decision:

i. Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this agreement or of applicable law or rules and regulations having the force and effect of law.

ii. Limiting or interfering in any way with the powers, duties, and responsibilities of the Board under applicable law, and rules and regulations having the force and effect of law.

e) The arbitrator shall issue his or her decision no later than thirty (30) calendar days from the date of the hearing. The decision shall be final and binding upon all parties. The decision shall be in writing and shall set forth his or her findings of fact, reasoning, and conclusion.

f) The Board shall implement the Arbitrator's decision within twenty (20) days of the receipt of the Arbitrator's award.

g) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, shall be shared equally by the Association and Board.

ARTICLE 7: IN-TERM BARGAINING

A. Any action taken by the Board which impacts on wages, hours, terms and conditions of employment not already covered in the negotiated agreement will be subject to bargaining upon the Association filing a written request for bargaining with the Superintendent within twenty (20) days of such action by the Board.

B. If bargaining is initiated as set forth above, the parties agree to bargain the issue(s) in good faith for a period of time not to exceed fifteen (15) days unless such time limitations are extended by mutual agreement.

C. In the event that the bargaining issue(s) are not resolved within the prescribed time limitations, the parties agree to seek mediation with the assistance of the Federal Mediation and Conciliation Services (FMCS) for a period not to exceed seven (7) days.

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

   1. The arbitrator shall conduct a hearing, in conformance with the rules of the FMCS, on the earliest date mutually satisfactory to all parties.

   2. The arbitrator shall limit his/her findings strictly to the application and interpretation of the provisions of this agreement. He or she shall be limited in his or her review to the issue or issues submitted for the arbitration and he or she shall be without power or authority to make any decision:

      a) Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this agreement or of applicable law or rules and regulations having the force and effect of law.

b) Limiting or interfering in any way with the powers, duties, and responsibilities of the Board under applicable law, and rules and regulations having the force and effect of law.

3. The arbitrator shall issue his or her decision no later than thirty (30) calendar days from the date of the hearing. The decision shall be final and binding upon all parties. The decision shall be in writing and shall set forth his or her findings of fact, reasoning, and conclusion.

4. The Board shall implement the arbitrator's decision within twenty (20) days of the receipt of the arbitrator's award.

D. Cost of the arbitrator and any FMCS related fees shall be shared equally.

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

1. Solely by the Association if the grievance is withdrawn.

2. Solely by the Board if the grievance is granted.

3. Shared equally by the Association and the Board if the grievance is settled by means of a compromise.

ARTICLE 8: LABOR MANAGEMENT COMMITTEE

A. The Board and the Association, desiring to foster better day-to-day communications, and to achieve and maintain a mutually beneficial relationship through the use of a continuing communication program to effectively maintain stable labor-management relations and avoid controversies, do establish a joint study committee.

B. The purpose of the committee is to discuss, explore, and study problems referred to it by the parties of this agreement. The committee, by mutual agreement, shall be authorized to make recommendations on those problems that have been explored, discussed, and studied. It is recognized that recommendations growing out of these meetings are not binding.

C. In order to have a frank and open discussion, the committee shall have no authority to change, delete, or modify any of the terms of the existing agreement, nor to settle grievances arising under the negotiated agreement. Topics that could lead to grievances may be discussed. Committee discussions shall not be publicized except for those recommendations that have been mutually agreed upon.

D. The committee shall be composed of up to sixteen (16) members, eight (8) representing the Association and eight (8) representing the Board. The Board's representatives shall consist of the Superintendent, Assistant Superintendent, and six (6) other administrators; the Association President shall select seven (7) other staff members. A representative of the Federal mediation and Conciliation Service may be invited to attend and participate in committee meetings. Members may be replaced on an annual basis.

E. Meeting times will be held at a mutually agreed upon time.

F. The agenda shall be composed of items submitted to the party responsible for the meeting. Items for the agenda shall be submitted to the responsible party not less than five (5) days prior to the scheduled meeting. The joint agenda shall be sent to all representatives not less than two (2) days prior to the scheduled meeting. Items can be submitted under "other" on the day of the meeting, but will be subject to discussion based on available time.

G. Each topic shall be discussed fully and action reached before proceeding to another topic. Topics requiring further study may be tabled. Where mutually satisfactory decisions are not reached, the topic shall be canceled, reverting to its proper place in the labor management relationship - for instance, grievance procedure, negotiations, etc.

H. The school calendar shall be discussed between the Board and the Association and recommended by November of each calendar year. A draft of the proposed calendar for the subsequent year will also be recommended. Any changes in the approved calendar after the Board adoption will be discussed at LMC.

I. Responsibility for chairing the meeting, taking minutes of the meeting, and distributing the minutes of the meeting shall be shared between the Association President and the Superintendent.

J. The first meeting shall take place in September. Meetings will be held on a monthly basis from September through June unless mutually agreed upon to cancel. The committee will meet on an as-needed basis over the summer months..

K. Meetings may be waived upon mutual agreement, and in the event a regular member of the committee is unable to attend due to illness, he/she may be replaced with a substitute.

ARTICLE 9: LOCAL PROFESSIONAL DEVELOPMENT PROCESS

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

A. The LPDC shall have co-chairpersons to guide the work of this committee as well as plan development and approval. The Association and the Superintendent will each select a chairperson.

B. Association co-chairperson of this committee will be compensated $35.00 per hour for any time spent toward reviewing, approving, and training related to local professional development, which occurs outside his/her contract day or work year.

ARTICLE 10: MASTER TEACHER COMMITTEE

A. A Master Teacher Committee (MTC) shall be established for the purpose of designating teachers in the district as Master Teachers.

1. The MTC shall be appointed by the Superintendent and SEA President and be compensated at a rate of $35 per hour.

2. The MTC shall comprise four (4) members. Three (3) members shall be bargaining unit members designated by the Association's Executive Committee. One (1) member shall be an administrator to be determined by the Superintendent.

3. The MTC will meet as necessary to:

    a) Develop its standards, operating procedures, by-laws, appeals, process, and forms; to review materials from the ODE and other governing bodies, to review applications and to complete all necessary paperwork to be in compliance with the Ohio Department of Education guidelines. The results of the appeals process will not be subject to the grievance process as outlined in the agreement.

    b) The MTC shall provide information to bargaining unit members. The MTC may provide education to bargaining unit members but only during the contracted workday.

B. Master Teacher Designation Definition: A Master Teacher demonstrates excellence inside and outside the classroom through consistent leadership and focuses collaboration to maximize student learning. The Master Teacher strives for distinguished teaching and continued professional growth as specified by **The Ohio Educators Standards Board for the Teaching Profession.**

C. The application process to be designated as a Master Teacher will be strictly voluntary. An applicant who has completed a credible application but who is not successful and is not designated a Master Teacher will not suffer any negative consequence from his or her appraisal. There will be no adverse impact on the bargaining unit member's evaluation or any other employment matter as established in the Agreement.

D. In accordance with the guidelines of the Ohio Department of Education, to file an application to be a Master Teacher, a bargaining unit member must:

1. Hold a valid professional license or certificate.

2. Have taught a minimum of seven (7) years.

3. Work a minimum of one hundred twenty (120) contract days during the school year.

4. Work under a teaching contract/employed as a teacher.

E. The application process for Master Teacher is eligible for hours through the LPDC in accordance with the applicable LPDC Guidelines.

ARTICLE 11: STAFF DEVELOPMENT

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

A. Staff development opportunities will be offered to staff members through professional development offerings before, during, and after the school year. If mandatory professional development is required during a non-school day, teachers will be paid $300 for each day of the training.

    1. A day is defined according to vendor recommendation and equivalent to eight (8) hours.

    2. The teacher is responsible for requesting the payment and providing documentation of completion.

ARTICLE 12: TEACHER CONTRACTS

A. Sequence of Contracts

Upon employment, staff members will be granted:

1. One (1) year limited contracts for two (2) consecutive years

2. A single two (2) year limited contract

3. Three (3) year limited contracts thereafter, except in the case where, given evaluations or discipline, teacher improvement is deemed necessary. In this case, a one (1) or two (2) year limited contract may be given and an improvement plan written.

B. Eligibility for Continuing Contract

1. Staff members with a 5-year professional certificate/license and a master's degree are eligible to apply for a continuing contract after their third year of teaching in the Sidney City Schools. Application must be submitted in writing no later than September 15th.

2. Staff members in the last year of their limited contract, and who wish to be considered for a continuing contract, must apply by September 15. A letter of application shall be submitted to the Superintendent.

3. Staff members with a continuing contract previously granted in another Ohio school district may apply for a continuing contract by September 15 of their second (2^{nd}) year of teaching in Sidney City Schools in accordance with ORC.

4. This provision supersedes any and all provisions which are in conflict or inconsistent with the provisions of Ohio Revised Code section 3319.08 and 3319.11.

C. Contracts for Auxiliary Service Teachers

1. Auxiliary Service Teachers will receive limited one-year teaching contracts regardless of prior years of service or prior continuing contract status.

2. These teachers will not be entitled to more than one-year limited teaching contract under any circumstances.

3. These limited contracts will automatically be non-renewed at the conclusion of the contract year.

4. The terms of this agreement for the re-employment of auxiliary service teachers supersede Sections 3319.11, 3319.111, 3317.14, and 124.39 of the Ohio Revised Code and any other statutory law in conflict with these provisions.

D. Contracts of Retired Teachers / Floating Subs

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

1. These teachers will receive limited one-year teaching contracts regardless of prior years of service or prior continuing contract status.

2. These teachers will not be entitled to more than a one-year limited teaching contract under any circumstances.

3. Contracts for staff members will begin and remain at Step 0 of the salary schedule, regardless of their previous years of service or their subsequent years of service in the district. Additionally, these staff members will only be recognized up to Masters level on the salary schedule for compensation.

4. These limited contracts will automatically be non-renewed at the conclusion of the contract year.

5. The terms of this agreement for the re-employment of retirees supersede Sections 3319.11, 3319.111, 3317.14, and 124.39 of the Ohio Revised Code and any other statutory law in conflict with these provisions.

6. The Board shall indemnify and save the Association and its affiliate organizations, SEA officers, and individual SEA members harmless against any and all claims, demands, suits, or other forms of liability arising out of any action taken or not taken by the Board, its officers or its employees for the purpose of complying with any of the provisions contained in the agreement relating to the employment of teachers who have retired under STRS.

ARTICLE 13: CONTRACT DAY

The starting and dismissal times for students may vary from building to building. However, the length of the contracted day does not exceed eight (8) hours.

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

ARTICLE 14: CALAMITY DAYS

A. Bargaining unit members will not have to report to school the first seven (7) calamity days when school is canceled due to inclement weather.

B. For calamity days beyond day seven (7), all bargaining unit members shall report to work.

1. Members shall provide instructional materials for remote learning days.

2. Members may not report to work until 9:00 AM so that parking lots and sidewalks may be cleared for each building.

3. Members shall remain at their assigned buildings for a minimum of five (5) hours and devote this time to instructional improvement and development.

    a) The required five (5) hours shall be fulfilled prior to 3:00 PM unless other arrangements have been made and approved with the appropriate supervisor.

C. If the bargaining unit member is unable to report safely to work, then he/she shall call his appropriate supervisor and discuss options to reach a solution. Possible solutions may be: use a personal day; make up the time according to an agreement reached and approved by the appropriate supervisor; make arrangements to report to work later and extend the day beyond 3:00; complete OLAC modules and print certificates of completion that account for the five (5) hours.

ARTICLE 15: WORK YEAR

A. The work year for staff members shall consist of not more than one hundred seventy-four (174) days, two (2) days for parent/teacher conferences, and a minimum of five (5) professional work days.

B. All scheduled days shall be during the regular work week of Monday through Friday, exclusive of scheduled school holidays. Saturdays and holidays may be scheduled, but would be a subject for bargaining with the Association.

C. The official closing of schools by the Superintendent or designee on account of hazardous weather, utility failure, or other circumstances of a temporary nature, not including strikes, shall not result in loss of pay.

D. Any staff member who is on sick or personal leave when schools are closed due to hazardous weather, utility failure, or other circumstances of a temporary nature, not including strikes, shall receive the same pay as if school had been in session on such days. No deduction from personal leave or sick days shall be taken.

E. The Superintendent in collaboration with representatives of the Association shall propose a calendar to be adopted by the Board.

ARTICLE 16: SHARED STAFFING

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

A. Job sharing may occur as a result of an annual request by staff member's indicating a desire to work under these provisions. The request shall include a waiver of any right under ORC to a reduced salary.

B. Responsibilities of the two job shares would be divided and/or allocated according to a plan designed and mutually agreed to by the staff members and the building principal with final approval by the superintendent.

C. Salary and benefits of these staff members shall fall under the same provisions as all other half time employees.

D. Both staff members involved will participate in all parent/teacher conferences together and shall participate in in-service activities. The staff members will also work together to cooperatively complete report cards and interim progress reports.

E. Specific subject areas and content areas taught will be assigned by the principal after consultation with the teachers.

F. Whenever possible the two (2) staff members are expected to substitute for one another.

G. When one or both staff members wish to discontinue job sharing, the teacher(s) shall resign or request a transfer to a position with Sidney City Schools and will then be considered for employment based on future openings for which they are certified.

ARTICLE 17: PERSONNEL RECORDS

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

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

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

A. A copy of the request will be delivered to the employee the same day of the request, if possible.

B. The file must be reviewed in the presence of a designated administrator.

C. The individual shall make no alterations or additions to the records, nor remove any records.

D. The public may review the official file of employees except for the following:

    1. Medical Records

    2. Records pertaining to court proceedings

    3. Trial preparation records

    4. Confidential law enforcement investigation records

    5. Pre-employment information

    6. Records prohibited by state and federal law

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

may also elect to have a copy of his/her answer sent to parties who received a copy of the document in dispute.
Staff members shall be guaranteed the right to examine and review their personnel file. Prior arrangement for such examination shall be made with the Treasurer or the Superintendent. An Association representative may accompany the staff member.

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

Information in the personnel file shall be removed after three (3) years upon the request of the staff member, provided there are no further disciplinary incidents. This shall be maintained in accordance with the Ohio Public Record Law. At the time of removal, the staff member shall be notified and may be present to take the information being removed.

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

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

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

ARTICLE 18: TRANSFER AND ASSIGNMENT POLICY

A. Voluntary Transfer

1. Not later than June 1 of each year, the Superintendent will prepare and post a list of all known vacancies in teaching positions for the following school year. A "vacancy" shall be defined as an established, funded teaching position made vacant due to resignation,· non-renewal, dismissal, transfer, and retirement, or death in the existing teaching staff; and in the judgment of the administration, the need to fill such teaching vacancy continues to exist. "Vacancy" shall also apply to any newly established, funded teaching position. Vacancies to be identified shall be those vacancies arising after reorganization of the existing staff based upon the anticipated needs for the following school year.

2. As vacancies arise between the first day of school and July 10, they shall be posted for five (5) school days, and a copy of record shall be mailed to the President of the Association or designee. Such notice shall contain level and type of teaching position, location of school if known, name of person to whom the written application is to be returned, and the factors to be considered in filling the vacancy. Such factors are, but not limited to, appropriate licensure, performance evaluation, ability, experience level, special skills, racial balance, training level, and extra duties. The parties agree that the judgment of the qualifications of applicants shall be exclusively vested in the administration. After June 1 the Association President or designee will be notified in writing of all vacancies.

3. On an annual basis the Superintendent will disseminate a teacher intent form requesting tentative information regarding change of assignments, transfers, and other pertinent personnel items for the upcoming school year. This form is for planning purposes only. Staff members will be required to formalize requests for retirement, resignation, transfer, etc. at the appropriate time.

4. The selection of staff member(s) to be transferred from among the eligible applicants shall be vested in the administration, and a list of those staff members shall be established by the Superintendent. Regularly appointed staff members with at least three (3) years of service in the school district shall be placed on the transfer list in order of seniority. For this purpose, seniority shall be determined by the number of years of teaching service in the district. If the qualifications of the applicants are equal, preference shall be given to the most senior staff member on the transfer list. In the case of tie, the date of Board action to employ shall determine seniority.

5. The parties recognize that some of the known vacancies will be filled by the assignment of staff members returning from leave or staff members being recalled from suspension as a result of a reduction in force program.

6. From time to time it may be necessary to relocate certain classes from one school location to another. The continued placement of a staff member with such a relocated class shall not be considered a transfer.

B. Assignments

1. Staff members may express their preference related to their teaching assignment for the following school year at their assigned building by submitting such preferences in writing to the building principal with a copy to the personnel director between March 15 and April 1. The Superintendent shall provide, upon request by the Association, the number of requests for transfer from each building in the system.

2. Staff members under contract during a school year will be notified in writing of their teaching assignments for the following school year not later than the close of the current school year. Such notification shall include the staff member's school assignment. Any change in such assignment required by the needs of the school district will be made known to the staff member in writing as soon as possible.

3. Staff members shall not be involuntarily assigned outside the scope of their teaching licensure, except in an emergency situation.

4. Staff members shall be assigned in order to meet changes in ORC and/or Board policy requiring certain qualifications in specific grades. Such changes may include but not be limited to the following: Third Grade Guarantee; Phonics First; College Credit Plus. Staff members assigned to meet such changes shall be required to obtain the credentials necessary for the teaching assignment.

    a. Staff members who do not meet certain qualifications shall receive Board assistance in acquiring the necessary credentials to satisfy ORC and/or Board policy.

    b. This assistance may include release time for professional development related to earning the credentials and monetary compensation for expenses incurred (i.e., mileage reimbursement, tuition costs, test fees) to earn the credentials.

    c. If mandatory professional development is required during a non-school day, teachers will be paid $300 for each day of the training.

C. Involuntary Transfer

1. Whenever possible, transfers will be made on a voluntary basis. However, the parties recognize that proper and efficient operation of the school system will necessarily require that involuntary transfers be made. In making such transfers, the wishes of the teacher will

be considered to the extent that these considerations do not conflict with the instructional requirements and best interests of the school system and the pupils.

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

3. When a transfer is administratively driven and requires a physical move from one building to another, the teacher will be reimbursed $200.

4. When a transfer is administratively driven during the school year, the teacher may be allowed up to five (5) Professional Days in response to the transition.

ARTICLE 19: REDUCTION-IN-FORCE

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

A. Procedures for determining the RIF list:

1. A list shall be prepared of all staff members according to system-wide seniority, within all areas of licensure (on file as of March 1), and the average of the two (2) most recent full evaluations focusing on teacher performance. Teachers with continuing contract status and teachers with limited contract status shall be listed separately in each area of licensure and teacher performance rating. This list shall be maintained and updated on an annual basis and provided to the Association President no later than April 1 of each year.

2. System-wide seniority will be defined as the length of continuous service as a licensed employee under regular contract in this district:

    a) If two (2) or more staff members have the same length of continuous service, seniority will be determined by the following:

        i. The date of the Board meeting at which the staff member was hired.

        ii. The date the staff member signed his/her initial employment contract in the district.

        iii. All employment contracts will be time stamped for the purpose of breaking any remaining ties.

    b) Military service in the time of national emergency or call to active duty in the armed services shall be credited as full-time in determining seniority when teaching is interrupted according to ORC 3319.14.

    c) Other Board approved leaves will not interrupt seniority in total years of service but the year of leave will not be included in the total years of seniority.

    d) Half-time staff members shall accrue a year of seniority by working the equivalent of one full year of service (i.e. 2 years at 1/2 time = 1 year on the seniority schedule).

3. Teacher performance will be defined as the average rating achieved by the two (2) most recent full evaluations.

a) Teachers with an evaluation rating of 4.0 to 3.5 shall be deemed comparable (Category 1).

b) Teachers with a rating of 3.4 to 2.5 shall be deemed comparable (Category 2).

c) Teachers with a rating of 2.4 to 1.5 shall be deemed comparable (Category 3).

d) Teachers with a rating of 1.4 or lower shall be deemed comparable (Category 4).

e) Placement of first year teachers to a category:

i. If a first year teacher receives an ineffective rating, the member shall be placed in Category 4.

ii. A first year teacher that does not receive an ineffective rating shall be placed in Category 3.

B. Process for determining RIF list:

1. Teachers in Category 4 shall be reduced first, then proceeding to Category 3, and then to Category 2. If 2 or more teachers are deemed comparable, limited contract teachers shall be reduced before continuing contract teachers. If there are two (2) or more limited contract teachers who are comparable, seniority shall be the basis for the reduction. If there are no limited contract teachers, the least senior continuing contract teacher shall be reduced.

2. No RIF shall occur until all staff members known to be leaving the district by reason of retirement, resignation, termination, or non-renewal according to ORC 3319.11, have been removed from the seniority list.

3. Non-renewal for limited contracts and termination of continuing contracts because of unsatisfactory performance shall occur separately from the implementation of reduction in force.

4. A staff member whose contract is to be suspended as a result of reduction in force program shall be given verbal notice. The staff member shall be given subsequent written confirmation thirty (30) days prior to the implementation of RIF.

C. A formal list shall be prepared indicating the specific positions to be abolished. This list shall be prepared thirty (30) days prior to implementation of RIF.

D. An updated seniority and teacher performance list shall be provided to the President of the Association by September 30 of each school year.

E. Recall of Suspended Staff Members

Staff members whose contracts have been suspended because of a reduction-in-force program shall have the right to be recalled, unless they have an ineffective rating in which case

these members will not be placed on a recall list. If and when teaching positions become vacant or are created, as follows:

1. Staff members whose continuing contracts have been suspended shall have the right of restoration to continuing service status in accordance with ORC 3319.17.

2. Staff members whose limited contracts have been suspended shall have the right of recall within twelve (12) months based upon their seniority and licensure. The twelve (12) months begins following the effective date of the RIF, or the last day of the contract. The staff member may keep his/her insurance program by paying the total cost on a monthly basis to the Board Treasurer.

3. Staff members who wish recall shall keep their current address and license on file with the Board Treasurer or designee. If a position becomes available, the Board Treasurer or designee shall give notice to all properly licensed staff members on the recall list. Said notice shall be by certified mail or by personal delivery acknowledged by the staff member.

    a) If two (2) or more staff members from the recall list are qualified for the same position, they will need to apply and be interviewed for the position.

4. Staff members shall have five (5) school days or seven (7) calendar days when school is not in session after receipt of notice of recall to accept, or forfeit any right of recall.

ARTICLE 20: EVALUATION COMMITTEE

An evaluation committee shall be established and maintained with equal representation between the administration and Association. The committee shall consist of a minimum of four (4) and a maximum of six (6). Members will be appointed by the Superintendent for the administration. Committee members for the Association will be designated by the SEA President. The purpose of this committee shall be to maintain the integrity and process of the evaluation system. The committee's area of review and counsel may include but not be limited to:

A. Ensure proper training of members and evaluators;

B. Stay current on changes in evaluation system;

C. Stay current on evaluation best practices as defined by ODE and the committee;

D. Review evaluations as deemed necessary;

E. Design and implement necessary evaluation forms and processes where needed.

This committee will meet based on a mutually agreed upon schedule. Association members on the committee can review any aspect of the evaluation process through a request of administration on this committee.

ARTICLE 21: EVALUATION PROCEDURE

PHILOSOPHY

A. The purpose of teacher evaluation is to use fair, objective, and reasonable practices to:

1. Advance the professional learning and practice of teachers individually and collectively in the school district.

2. Inform instruction.

3. Assist teachers and administrators in identifying, implementing, and supporting educational best practices that will provide the greatest opportunity for student learning and growth.

APPLICATION

A. The teacher evaluation procedure contained in this agreement applies to the following employees of the district:

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

2. Teachers working under a professional or permanent certificate issued under Ohio Rev. Code § 3319.222, as it existed prior to September 2003, and who spend at least fifty percent (50%) of their time providing student instruction.

3. Teachers working under a professional or permanent certificate issued under Ohio Rev. Code § 3319.222, as it existed prior to September 2003, and who spend less than fifty percent (50%) of their time providing student instruction (i.e Speech Language Pathologist, Instruction Support Staff, Work Study Coordinator) shall use the adopted format of evaluation forms.

B. The district shall not conduct an evaluation for any teacher who:

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

2. Submitted notice of retirement for the following school year, 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. All timelines stated in this article shall be extended one (1) day for each day of absence of either the staff member or evaluating administrator. In the event of a delay, early dismissal, or cancellation, the timeline shall be extended one (1) day per occurrence.

EVALUATORS

A. Each evaluator shall be an employee of the Sidney City Schools District, employed under a full-time contract pursuant to sections 3319.01 or 3319.02 of ORC., must hold at least one (1) administrator certificate/license under section 3319.22 of ORC. and shall be credentialed at the time of any walkthrough, observation, or evaluation.

B. A teacher's evaluator shall be assigned, and the teacher shall be notified of the assignment in writing, no later than September 15, or in the case of a new teacher, within thirty (30) days of the first day employed.

C. Evaluator assignments shall be made pursuant to the following requirements:

1. The primary evaluator shall be the teacher's immediate supervisor or Superintendent designee.

2. In the event a secondary evaluator is needed, the teacher may have a primary and secondary evaluator. The teacher will be informed when the secondary evaluator completes any component of the evaluation process. The primary and secondary evaluators will coordinate with one another and openly communicate with the teacher.

3. Should an unforeseen emergency arise or in the event a secondary evaluator is needed, the new evaluator must be chosen by the Superintendent or designee.

4. Upon request of the teacher, the teacher may 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. The Superintendent or designee shall consider this request and make this decision. If the request is granted, then the Superintendent or designee shall assign the new evaluator.

5. In assessing a teacher's performance, evaluators shall not make judgements, or otherwise discriminate, based on a teacher's age, length of service, gender, gender identity, gender expression, race, ethnicity, national origin, religion, sexual orientation, marital status, disability, union membership, or union activism.

PROFESSIONAL DEVELOPMENT

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

B. Evaluators

1. Before beginning the evaluation process for any bargaining unit member, the assigned evaluator shall be required to have successfully completed the state-mandated evaluator credentialing or re-credentialing training and have passed said assessment.

2. Evaluators who fail to pass re-credentialing or recalibration will be prohibited from evaluating teachers for the evaluation cycle. A list of these evaluators will be provided to the Association President within ten (10) days of the District becoming aware of the failure.

SCHEDULE OF EVALUATION

A. The evaluation cycle shall be completed no later than May 1 and the teacher shall receive the final written report of the cycle, including the assigned evaluation rating, no later than May 10.

CRITERIA FOR PERFORMANCE ASSESSMENT

A. A teacher's performance shall be based on the Ohio Educator Standards (or aligned standards) and rubrics for teaching, and the criteria set forth in the evaluation instrument determined by the Ohio Department of Education and Workforce.

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

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's information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, portfolios, formative assessments, summative assessments, professional education organization work, education awards, and student work samples. All evidence presented will be considered in the evaluator's assessment of the teacher.

D. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

E. No misleading, inaccurate, untimely, undocumented, or unsubstantiated information will become part of a teacher's performance assessment. All results and conclusions of performance assessments shall be documented and supported with evidence collected by the evaluator.

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

G. The district shall not use video/audio recordings as evidence to assess performance of teachers completing the Resident Educator Summative Assessment (RESA) while in the Resident Educator Program.

OBSERVATIONS

A. Schedule of Observations

1. The Board shall perform two (2) formal observations in a year in which the teacher is on an evaluation cycle. Each formal observation shall last a minimum of thirty (30) continuous and uninterrupted minutes or the length of a class period if less than thirty (30) minutes. The first formal unannounced observation shall be completed no later than the end of first semester. The final formal announced observation shall be completed during the second semester and no later than April 10.

    a) The first formal unannounced observation will be holistic, where the evaluator assesses all areas of the rubric demonstrated during the observation, as well as information gained from any pre-observation walkthroughs or other sources selected by the evaluator. This unannounced observation shall not take place during the first week of the school year.

        i. Identified focus areas will be selected after completion of the holistic observation, and may include area(s) of relative strength and/or areas(s) targeted for improvement.

        ii. Teachers with a final evaluation rating of Accomplished (from the previous year) will select their own focus area(s). A teacher with a final evaluation rating of Skilled (from the previous year) will select focus area(s) in collaboration with his/her evaluator. A teacher with a final evaluation rating of Developing (from the previous year) will be guided by his/her evaluator in determining focus area(s). A teacher with a final evaluation rating of Ineffective (from the previous year) will have focus area(s) selected by the evaluator. A teacher new to the profession will select focus area(s) in collaboration with his/her evaluator.

    b) The second and any subsequent formal observation(s) will be announced focused observations in which the evaluator emphasizes identified areas(s). These observations shall be scheduled in collaboration with the teacher.

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

2. 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 under Ohio Rev. Code § 3319.11. The observation schedule shall comply with one (1) above and the third formal announced observation shall occur at least fifteen (15) working days following the second post-observation conference. The third formal observation shall be completed no later than April 10.

3. A minimum of one (1) walkthrough/informal observation shall occur during the first or second semester in a year in which a teacher is not in an evaluation cycle.

4. Teachers shall not receive an unannounced or announced formal observation on a day before or after the following: the administration of subject-specific state testing, a holiday, any school break of more than two (2) consecutive calendar days, or any day after a teacher's absence.

5. A teacher may request an announced formal observation at any time in addition to those required by this procedure.

B. Observation Conferences

1. A pre-observation conference shall occur between the evaluator and the teacher at a mutually agreed upon time not more than three (3) working days prior to each announced formal observation. At the pre-observation conference, the teacher shall provide evidence for the work situation to be observed. Pre-conference questions are meant to guide coaching conversations and not every question is meant to be answered by the teacher.

2. A post-observation conference shall be held after each unannounced and announced formal observation.

a) The post-observation conference shall take place not more than three (3) working days following the observation.

b) Teachers shall be given the opportunity to provide evidence, which will be considered 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.

c) Within five (5) working days of the post-conference, teachers may submit evidence for the evaluator to review.

d) Evaluators shall digitally sign the observation within ten (10) working days of the post-conference.

3. Upon request, the evaluator shall provide the teacher with copies of all documentation including but not limited to notes, scripts, artifacts, and evidence collected during formal observations and walkthroughs.

WALKTHROUGHS

A. A walkthrough is a formative assessment process that focuses on one (1), but not more than two (2), of the following components which results in brief written note(s) or a summary:

1. Focus for Learning;
2. Knowledge of students;
3. Lesson Delivery;
4. Classroom Environment;
5. Assessment of Student Learning;
6. Professional Responsibilities;
7. Any other component of the Standards for Ohio Educators and rubrics approved for teacher evaluation.

B. The walkthrough shall be at least ten (10) consecutive minutes, but not more than fifteen (15) consecutive minutes in duration.

C. A completed walkthrough/informal observation must be electronically available to the teacher no later than 48 hours or two (2) days after it occurred

D. A minimum of two (2) walkthroughs shall be conducted in each full evaluation cycle.

HIGH QUALITY STUDENT DATA (HQSD)

A. Each evaluation cycle 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.

C. HQSD shall be used as evidence in any component of the teacher's evaluation related to the following:

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

D. Student results, not performance, on HQSD shall be the focus.

PROFESSIONAL GROWTH AND IMPROVEMENT PLANS

All staff members shall have a professional growth plan or improvement plan in place and entered into OhioES by the end of first semester; an improvement plan can replace a professional growth plan at any time during the school year.

A. Teachers whose evaluation rating is Accomplished shall develop a self-directed professional growth plan, identifying areas of focus that align with the district/building goals.

B. Teachers whose evaluation rating is Skilled shall develop a professional growth plan collaboratively with their credentialed evaluator, identifying areas of focus that align with the district/building goals.

C. Teachers whose evaluation rating is Developing shall develop a professional growth plan guided by their credentialed evaluator, identifying areas of focus that align with the district/building goals.

D. Teachers whose evaluation rating is Ineffective will be placed on a professional improvement plan by their assigned evaluator, identifying areas of focus that align with the district/building goals.

E. The Board shall provide professional development, mentoring/coaching, the allocation of financial resources to accelerate teacher growth and improvement; and support to poorly performing teachers.

F. A professional growth plan will have one (1) achievable goal per evaluation cycle.

G. An improvement plan will have no more than two (2) achievable goals and shall include:

    1. Specific, measurable instructional practices to be observed;

    2. Specific, evidence-based resources, and assistance to be provided;

    3. Clearly articulated timelines for the completion of the plan;

    4. Monetary, human and material resources, and time sufficient to realize the expectations set forth in the plan.

H. A staff member can be placed on an improvement plan at any time based on any individual deficiency in the evaluation system.

I. Any teacher who has submitted their intent to retire at the end of the current school year, and which has been acted upon by the Board by December 1, will only be required to do a PGP.

FINALIZATION OF EVALUATION

A. Written Report

Before the evaluation cycle is final, and not later than May 10, the teacher shall have access to the evaluation report and a conference shall be held between the teacher and the evaluator.

The teacher shall have the right to make a written response and to have it attached prior to it being placed in the teacher's personnel file. A digital copy, electronically signed by both parties, shall be available in the system to the teacher. No evaluation or report on an observation will be placed in the staff member's file or otherwise be acted upon without a prior conference with the staff member.

B. Completion of Evaluation Cycle

1. The final rating 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 for the current school year may be used.

2. The evaluation shall acknowledge, through the gathered evidence, the performance strengths of the teacher evaluated as well as performance deficiencies, if any.

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

4. The teacher's electronic signature shall not be construed as evidence that the teacher agrees with the contents of the evaluation report.

5. The evaluation report shall be completed and signed by both parties no later than May 10.

6. Any teacher who receives an evaluation rating of Accomplished shall not be subject to another evaluation cycle until the third school year following the rating, unless it is determined, in writing and through a preponderance of the evidence available to the evaluator, that the teacher is not making progress on their professional growth plan (unless the teacher is in the final year of a contract).

7. Any teacher who receives an evaluation rating of Skilled shall not be subject to another evaluation cycle until the second school year following the rating unless it is determined, in writing and through a preponderance of evidence available to the evaluator, that the teacher is not making progress on their professional growth plan (unless the teacher is in the final year of a contract).

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

SCHOOL COUNSELOR EVALUATION

A. School counselors shall be evaluated in accordance with the Ohio School Counselor Evaluation System, including the standards-based state framework that requires school

counselors to demonstrate their ability to produce positive student outcomes using metrics as identified in the standards, including those from the school or school district's report card.

All school counselors shall be evaluated and follow the negotiated agreement for teachers.

NON OTES CERTIFIED STAFF EVALUATION

A. These staff members shall be evaluated using the appropriate evaluation tool for their position. (Appendix XXXXX)

   Evaluators shall perform two (2) formal observations in a year in which the teacher is on an evaluation cycle. Each formal observation shall be based on a minimum of two (2) fifteen (15) minute sessions.

   All non OTES staff members shall be evaluated and follow the negotiated agreement for timelines.

DUE PROCESS

A. Teachers who disagree with and provide evidence that identifies errors with, data sources, data collection or calculator, performance ratings, and/or the summative evaluation rating shall be permitted to request a different credentialed evaluator. Such requests shall be documented and considered by the district.

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

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 the 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 this agreement, in compliance with Ohio Rev. 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 their evaluation cycle.

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

ARTICLE 22: EMPLOYEE DISCIPLINARY PROCEDURE

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

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

B. Discipline includes termination, suspension without pay for up to three (3) work days, written reprimands and verbal reprimands.

C. Suspension shall be recommended and imposed only by the Superintendent. Before any such suspension is imposed the employee will be furnished with written notification of the proposed suspension, including the dates and reason.

   1. If requested in writing within three (3) contract days of the receipt of notification, the employee will be granted a hearing before the superintendent. At such a hearing, both parties will have the opportunity to present evidence. Each party may be represented by any representative of his/her choosing. An Association representative will be present. Such hearings will be scheduled within ten (10) contract days from the receipt of request from the employee.

D. Within five (5) contract days following the hearing, the Superintendent will provide the employee with a written review of the hearing and the determination and judgment thereon. If the suspension is upheld, the reason will be provided in writing.

E. If any grievance is filed because of action taken under this section, the grievance will follow the procedure set forth in "Grievance Procedure, Step 2 (Formal complaint)," except in the case of suspensions, the grievance shall automatically go to step 3.

F. If any grievance is filed in a suspension case, the suspension shall be held in abeyance until the arbitrator has submitted a decision. If the arbitrator upholds the suspension but the decision is received after the end of the school year, the employee's pay will be reduced by the length of the suspension.

G. It is clearly understood that any verbal reprimand for an improper act will be given in private.

H. A written reprimand for an improper act, signed and dated by the principal, shall be given to the teacher and a copy placed in the teacher's personnel file.

I. When the Board affects the termination of an employee's contract, said termination shall be in keeping with the provisions of O.R.C. 3319.16.

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

ARTICLE 23: NON-RENEWAL

A. If the Superintendent decides to recommend the non-renewal of a limited teacher's contract, the following procedures will be utilized:

B. The Superintendent will notify the staff member on or before May 10.

1. The Board will act upon the Superintendent's recommendation on or before June 1, and will notify, said staff member within seven (7) days of the Board's action to non-renew.

    a) Notice will be made to the staff member at such time as the notification is delivered to the U.S. Postal Service.

    b) All correspondence shall be sent by certified mail or by personal delivery by a district administrator.

    c) Staff members subject to the provisions of this article shall keep the Board informed of their current mailing address.

2. Within ten (10) days of receipt of notice of non-renewal, the member may demand from the Treasurer, a written statement of circumstances that led to the Board's action of non-renewal.

3. The Treasurer must provide a written statement of circumstances to the member within ten (10) days of receipt of demand.

4. Within seven (7) days of receipt of the written statement of circumstances the affected bargaining unit member may request a hearing with the Board during which the member may show cause as to why the member's limited contract should be renewed.

    a) The request of a hearing shall be filed with the district Treasurer; failure to request said hearing within seven (7) days shall be deemed a waiver of the bargaining unit member's right to appeal the Board's action.

    b) The hearing will be held before the Board and shall be in executive session unless the parties mutually agree to a public hearing.

    c) The parties to said hearing shall have the right to submit evidence, both oral and written, to support their respective positions.

    d) Said hearing will be held within forty (40) days from the member's request for the hearing.

C. Should a bargaining unit member believe that the Board has not substantially complied with the procedural requirements of this article, the member may request a review of the Board's compliance with procedures by an arbitrator. Said review will be accomplished under the "Streamlined Arbitration" procedures established by AAA.

   1. The arbitrator's authority will solely be limited to a review of whether the Board and the administration have substantially complied with the provisions of this article.

   2. Should the arbitrator determine that these procedures have not been substantially complied; the arbitrator may award an additional (1) one-year limited contract.

   3. The arbitrator will be without authority to review the sufficiency of the Board's reasons for non-renewal.

D. These procedures will not be utilized for non-renewal of supplemental contracts. They also shall not be utilized for non-renewal of limited contracts of teachers who have been hired after retiring from the State Teachers Retirement System.

E. These procedures supersede related procedures for non-renewal set forth in O.R.C.

F. All supplemental and retired-rehired teacher contracts shall automatically expire at the end of the current school year.

ARTICLE 24: SALARY SCHEDULE

A. All staff members, except as set forth in Paragraph D below, will be placed on the salary schedule according to their training and experience.

B. Staff members employed from another public school system may receive up to ten (10) years for applicable experience. Military service credit will be allowed but not to exceed five (5) years.

C. The salary schedule is based on one hundred seventy-four (174) days.

D. Teachers who have retired under the State Teachers Retirement System and are then hired by the Board may be given credit for up to ten (10) years of service for purposes of placement on the salary schedule and shall be placed at no less than a Masters level if that is what they have earned.

E. Staff members who have earned their Education Specialist degrees and staff members who are enrolled in the Education Specialist program prior to June 20, 2011, shall be grandfathered in under the old salary schedule. Thus, they shall receive the compensation under this column of the salary schedule while remaining an employee of Sidney City Schools.

F. 2024-2025 An additional $2,000 added to the salary

2025-2026 An additional $3,000 added to the salary

2026-2027 Return to index with 3% increase on the base

SIDNEY CITY SCHOOLS
Ratios for Teacher's Salary Schedule

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

SIDNEY CITY SCHOOLS

Teacher's Salary Schedule
2024-2025
$2,000.00 Increase

STEPS	BA	BA w/150 Sem. Hrs.	MA	MA +15	MA +30	SPEC
0	43,732	45,381	47,443	49,506	51,361	
1	44,056	45,722	47,805	49,888	51,762	
2	44,379	46,062	48,167	50,271	52,164	
3	44,703	46,403	48,529	50,654	52,567	
4	46,403	48,104	51,079	53,204	55,117	
5	48,104	49,804	53,204	55,329	57,242	
6	50,229	51,929	55,755	57,879	59,792	
7	51,929	53,629	58,305	60,429	62,342	
8	53,629	55,329	60,429	62,555	64,467	
9	55,329	57,029	62,980	65,105	67,017	
10	57,029	59,155	65,530	67,655	69,568	
11	58,729	60,855	67,655	69,780	71,692	
12	60,855	62,555	70,205	72,330	74,242	
13	62,555	64,680	72,755	74,880	76,792	
14	64,255	66,380	74,880	77,006	78,918	
15	65,955	68,080	77,430	79,556	81,468	
16	66,805	69,355	78,706	80,830	82,742	
17	67,081	69,631	79,130	81,256	83,168	
18	67,357	69,907	79,556	81,680	83,592	
19	67,655	70,205	79,980	82,106	84,018	
20	68,080	70,630	80,512	82,636	84,550	
21	68,505	71,055	81,042	83,168	85,080	
22	68,930	71,480	81,574	83,700	85,612	90,818
23	69,355	71,905	82,106	84,230	86,144	91,456
24	69,695	72,245	82,530	84,740	86,653	91,966
25	70,035	72,585	82,956	85,251	87,163	92,475
26	70,375	72,925	83,380	85,761	87,673	92,986
27	70,715	73,265	83,806	86,270	88,183	93,496
28	71,055	73,605	84,230	86,780	88,694	94,006
29	71,395	73,945	84,656	87,206	89,118	94,431
30	71,735	74,285	85,080	87,630	89,544	94,856
31	72,075	74,625	85,506	88,056	89,968	95,281
32	72,415	74,966	85,930	88,480	90,394	95,706
33	72,755	75,305	86,356	88,906	90,818	96,131
34	73,095	75,645	86,696	89,246	91,158	96,471
35	73,435	75,985	87,035	89,586	91,498	96,811

SIDNEY CITY SCHOOLS

Teacher's Salary Schedule
2025-2026
$3,000.00 Increase

STEPS	BA	BA w/150 Sem. Hrs.	MA	MA +15	MA +30	SPEC
0	46,408	48,040	50,081	52,122	53,958	
1	46,732	48,381	50,443	52,505	54,360	
2	47,056	48,722	50,805	52,888	54,762	
3	47,379	49,062	51,167	53,271	55,164	
4	47,703	49,403	51,529	53,654	55,567	
5	49,403	51,104	54,079	56,204	58,117	
6	51,104	52,804	56,204	58,329	60,242	
7	53,229	54,929	58,755	60,879	62,792	
8	54,929	56,629	61,305	63,429	65,342	
9	56,629	58,329	63,429	65,555	67,467	
10	58,329	60,029	65,980	68,105	70,017	
11	60,029	62,155	68,530	70,655	72,568	
12	61,729	63,855	70,655	72,780	74,692	
13	63,855	65,555	73,205	75,330	77,242	
14	65,555	67,680	75,755	77,880	79,792	
15	67,255	69,380	77,880	80,006	81,918	
16	68,955	71,080	80,430	82,556	84,468	
17	69,805	72,355	81,706	83,830	85,742	
18	70,081	72,631	82,130	84,256	86,168	
19	70,357	72,907	82,556	84,680	86,592	
20	70,655	73,205	82,980	85,106	87,018	
21	71,080	73,630	83,512	85,636	87,550	
22	71,505	74,055	84,042	86,168	88,080	
23	71,930	74,480	84,574	86,700	88,612	93,818
24	72,355	74,905	85,106	87,230	89,144	94,456
25	72,695	75,245	85,530	87,740	89,653	94,966
26	73,035	75,585	85,956	88,251	90,163	95,475
27	73,375	75,925	86,380	88,761	90,673	95,986
28	73,715	76,265	86,806	89,270	91,183	96,496
29	74,055	76,605	87,230	89,780	91,694	97,006
30	74,395	76,945	87,656	90,206	92,118	97,431
31	74,735	77,285	88,080	90,630	92,544	97,856
32	75,075	77,625	88,506	91,056	92,968	98,281
33	75,415	77,966	88,930	91,480	93,394	98,706
34	75,755	78,305	89,356	91,906	93,818	99,131
35	76,095	78,645	89,696	92,246	94,158	99,471

SIDNEY CITY SCHOOLS

Teacher's Salary Schedule

2026-2027

3.0% Base Increase

STEPS	BA	BA w/150 Sem. Hrs.	MA	MA +15	MA +30	SPEC
0	45,956	47,794	50,092	52,390	54,458	
1	47,794	49,632	52,849	55,147	57,215	
2	49,632	51,471	55,147	57,445	59,513	
3	51,930	53,769	57,905	60,202	62,270	
4	53,769	55,607	60,662	62,960	65,028	
5	55,607	57,445	62,960	65,258	67,326	
6	57,445	59,283	65,717	68,015	70,083	
7	59,283	61,581	68,474	70,772	72,840	
8	61,121	63,419	70,772	73,070	75,138	
9	63,419	65,258	73,530	75,827	77,895	
10	65,258	67,555	76,287	78,585	80,653	
11	67,096	69,394	78,585	80,883	82,951	
12	68,934	71,232	81,342	83,640	85,708	
13	69,853	72,610	82,721	85,019	87,087	
14	70,152	72,909	83,180	85,478	87,546	
15	70,451	73,208	83,640	85,938	88,006	
16	70,772	73,530	84,099	86,397	88,465	
17	71,232	73,989	84,674	86,972	89,040	
18	71,691	74,449	85,248	87,546	89,614	
19	72,151	74,908	85,823	88,121	90,189	
20	72,610	75,368	86,397	88,695	90,763	
21	72,978	75,735	86,857	89,247	91,315	
22	73,346	76,103	87,316	89,798	91,866	
23	73,713	76,471	87,776	90,349	92,418	
24	74,081	76,838	88,236	90,901	92,969	98,713
25	74,449	77,206	88,695	91,452	93,520	99,265
26	74,816	77,574	89,155	91,912	93,980	99,725
27	75,184	77,941	89,614	92,372	94,440	100,184
28	75,552	78,309	90,074	92,831	94,899	100,644
29	75,919	78,677	90,533	93,291	95,359	101,103
30	76,287	79,044	90,993	93,750	95,818	101,563
31	76,655	79,412	91,361	94,118	96,186	101,930
32	77,022	79,780	91,728	94,486	96,554	102,298
33	77,390	80,147	92,096	94,853	96,921	102,666
34	77,758	80,515	92,463	95,221	97,289	103,033
35	78,125	80,883	92,831	95,588	97,657	103,401

ARTICLE 25: SUPPLEMENTAL CONTRACTS

A. All members assigned additional responsibilities and granted additional compensation for such responsibilities shall be given a written supplemental limited contract that is in addition to their regular contract.

B. Nothing herein contained shall be construed to prohibit the Board from offering a supplemental contract to any staff member, such additional time to be paid at the rate as established by Article 26, SUPPLEMENTAL SALARY SCHEDULE. Nothing herein contained is construed to prohibit the Board from adding supplemental contract categories to the schedule as proposed. Such salaries shall be a matter for negotiations.

C. Present staff members who are qualified shall be offered any supplemental position before it can be offered to any individual outside of the Association.

D. Supplemental evaluations will not be included in the staff member's personnel file. The Association will not object to the Board's use of evaluations or other written documents not contained in the personnel files in case of disciplinary action based upon the activity covered by the supplemental contract.

ARTICLE 26: SUPPLEMENTAL SALARY SCHEDULE

Class I

Step	0	1&2	3&4	5	9
	.015	.020	.030	.040	.042

School Play (SMS)
Science Olympiad (SMS)
Public Relations Liaison (WECC, LF, EM, NW, SMS, SHS)

Class II

Step	0	1&2	3&4	5	9
	.020	.030	.040	.050	.053

Assistant Academia/SMS Academia
Class Advisors
Drug/Bullying/Student Culture
Academic Club
Strength Coach (Fall, Winter, Spring, Summer)
SMS Yearbook
Mock Trial Advisor
Assistant Musical Director
SMS Student Council Advisor
Department Heads
SMS Builders Club Advisor

Class III

Step	0	1&2	3&4	5	9
	.025	.035	.055	.075	.084

Choir Director
Orchestra
Pep Band
Band Section Specialist
Key Club Advisor
NHS Advisor
SHS Spirit Coordinator

Class IV

Step	0	1&2	3&4	5	9
	.035	.045	.065	.085	.094

Prom Advisor
School Play SHS
Student Government Advisor
SMS Baseball Coach
SMS Basketball Coach
SMS Football Coach
SMS Softball Coach
SMS Track Coach
SMS Wrestling Coach
SMS Volleyball Coach
SMS Soccer Coach
SMS Cross Country Coach
SMS Tennis Coach

Class V

Step	0	1&2	3&4	5	9
	.040	.050	.070	.090	.095

Assistant Bowling Coach
Assistant Swim Coach
Assistant Tennis Coach
Assistant Golf Coach
Assistant Cheer Coach
Freshman Baseball/Varsity Assistant Coach
Freshman Soccer/Varsity Assistant Coach
Freshman Fastpitch/Varsity Assistant Coach
Freshman Wrestling/Varsity Assistant Coach
Freshman Volleyball/Varsity Assistant Coach

Class VI

Step	0	1&2	3&4	5	9
	.050	.060	.080	.100	.105

Assistant Band Director
Freshman Football Coach
Freshman Basketball Coach
Extracurricular Tech Specialist

Class VII

Step	0	1&2	3&4	5	9
	.055	.065	.085	.105	.110

Assistant SHS Track Coach
JV SHS Baseball Coach
JV SHS Soccer Coach
JV SHS Fastpitch Coach
JV SHS Volleyball Coach
JV SHS Basketball Coach

Class VIII

Step	0	1&2	3&4	5	9
	.070	.080	.100	.120	.126

Annual Staff Advisor
Musical Director
Academia Advisor

Class IX

Step	0	1&2	3&4	5	9
	.080	.090	.110	.130	.137

Assistant SHS Basketball Coach
Assistant SHS Football Coach
Assistant SHS Wrestling Coach

Class X

Step	0	1&2	3&4	5	9
	.090	.100	.120	.140	.147

Head Bowling Coach
Head Tennis Coach
Head Golf Coach
Head Swim Coach
Head Track Coach
Head Sideline Cheerleading Coach

Class XI

Step	0	1&2	3&4	5	9
	.120	.130	.150	.170	.179

Head Volleyball Coach
Head Wrestling Coach
Head Cross County Coach
Head Competition Cheer Coach
Head Baseball Coach
Head Softball Coach
Head Soccer Coach

Class XII

Step	0	1&2	3&4	5	9
	.170	.180	.200	.220	.231

Band Director
Head Basketball Coach
Head Football Coach

Class XIII

Step	0	1&2	3&4	5	9
	.180	.190	.210	.230	.241

Assistant Athletic Director

Class XIV

Step	0	1&2	3&4	5	9
	.230	.250	.280	.300	.315

Associate Athletic Director

The creation of new positions as well as whether existing positions will be filled, is the sole responsibility of the Board.

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

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

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

A. A coach will receive equal years of experience credit for positions held previously at the same level (e.g. varsity/head soccer coach who fills a position as varsity/head track coach will have years of experience in soccer count toward Step for track).
    a. Current supplemental positions that are reduced on the new schedule will remain at their current pay and advance only when applicable.

B. A coach/athletic-related position (i.e. Assistant and Associate AD) who has athletic experience in a class lower than the position they are filling, shall receive one-half (1/2) credit for each year of experience.
    a. EX: A staff member with six (6) years of coaching experience fills the Assistant AD position. This staff member will receive three (3) years of credit and be placed at Step 3 & 4 for Assistant AD position.

Staff members hired for non-athletic supplementals shall have their prior years of experience in non-athletic supplemental positions count 1:1 when determining their appropriate step, regardless of class.

A. Years of experience accrued shall count toward each non-athletic supplemental a staff person fills.
    a. EX: A staff member has four (4) years of experience as a class advisor and is filling the positions of Class Advisor and Student Government advisor. This staff member will be placed at Step 3 & 4 for both Class Advisor and Student Government advisor.

Note: Supplemental Salary Schedule is Based on Step 0 Base Salary

ARTICLE 27: SUMMER SCHOOL
BEFORE & AFTERSCHOOL PROGRAMS, T-SCHOOL, SATURDAY SCHOOL

A. The hourly rate is thirty five dollars ($35.00) per hour.

B. For programs requiring instruction, teachers will receive fifteen (15) minutes of preparation time for every hour of contact time with students.

ARTICLE 28: COLLEGE CREDIT PLUS PROGRAM

Sidney City Schools recognizes the importance of providing opportunities for our High School students to obtain college credits for courses offered on our campus.

A. Qualified staff members who teach a course recognized and approved by a college/university that has been approved by the SCS administration for students on our campus will receive five hundred dollars ($500) for each course.

B. Class sizes for a CCP class should not exceed twenty (20) students per class.

C. These payments will be made at the end of each year.

ARTICLE 29: STIPENDS

A. Building Leadership Team Members will receive a $300 stipend for service completed. The Superintendent or designee shall determine membership.

   1. For grades 5-8 and 9-12, there may be up to ten (10) staff members for each of the respective building leadership teams.

   2. For preschool, K-2, and 3-4, there may be up to six (6) members for each of the respective building leadership teams.

      Expectations to receive this stipend include but are not limited to attendance at meetings, liaison to other staff members.

B. Lead Teachers will receive a $2000 stipend for service completed. The Superintendent or designee shall determine who serves in this capacity for each respective building.

   1. For grades PreK-2, there shall be one (1) staff member for each PreK-2 building who receives this stipend.

   2. For grades 3-4, there shall be one staff member for the building who receives this stipend.

      Expectations to receive this stipend include but are not limited to serving as building administration in the absence of the building administrator, the lead teacher will handle discipline, support fellow building staff, handle time-sensitive parent calls and/or situations, and other emergency situations.

C. Special Education Leads will receive a $600 stipend for service completed. The Superintendent or designee shall determine who serves in this capacity for each respective building.

   Expectations to receive this stipend include but are not limited to the following: review and audit building Individual Education Plans (IEPS) for completion, compliance, and due dates; provides leadership in professional development of staff; serve as building-level liaison and support for general education teachers seeking support and assistance for students with disabilities; act as the building-level point person to coordinate services and transition with feeder schools.

D. Intervention specialists, upon request, will be granted up to 4 release days per year, for the purpose of writing IEPs, or working on additional IEP paperwork. Paperwork shall include IEPs, ETR and MDR paperwork as well. However, in the event an intervention specialist has an excessive caseload, additional days may be granted if the need is demonstrated.

E. 504 Coordinator will receive a $600 stipend. If the number of 504s should exceed forty (40) for any building, an additional 504 coordinator shall be compensated.

1. The Superintendent or designee shall determine who serves in this capacity for each respective building.

2. The Board shall provide training for the 504 Coordinators.

F. School Enrichment Trip Coordinator (i.e. Washington D.C. trip, Foreign Language trip) will receive $600 for service completed. The Superintendent or designee shall determine who serves in this capacity for each respective building.

1. Coordinators must have trips pre-approved by the Board.

2. Trips will be a minimum of four (4) days.

Expectations to receive this stipend include but are not limited to: the coordinator scheduling and facilitating parent/student meetings; coordinating with office personnel for money collection; arranging for chaperones and subsequent notification of selection; and attend the trip.

G. National Board staff members will receive $2000 upon successful completion or renewal of certification.

H. Master Teachers will receive $2000 upon their first successful designation.

1. Master Teachers will receive $1000 upon successful renewal every five (5) years.

I. General Education/Interventionist

1. It may be deemed necessary for K-12 General Education teachers who hold an IS license to be assigned to write and monitor IEPs. They shall receive a $500 stipend for each IEP.

2. PreK IS teachers assigned and assuming all General education responsibilities in cases where deemed necessary. Intervention Specialist teachers who hold a General Education license assigned all duties of a General Education classroom shall receive a $1,000 stipend for the year.

3. Administration shall consider provisions for extra support which could include reduction in class size, reduction in duties, additional plan time for modifications & amendments, and support staff.

J. PreK Summer Screenings

1. For preschool, there shall be up to two (2) teachers who receive a stipend of $5,750 each to complete required summer screenings of preschool aged students during the months when students are not in session.

2. The Superintendent or designee shall determine who will receive this stipend.

3. The teachers selected to receive this stipend shall work no less than twenty-two (22) days and 7.5 hours/day during the months when school is not in session. The scheduled days shall be determined and communicated by the building administrator.

ARTICLE 30: MILEAGE REIMBURSEMENT

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

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

ARTICLE 31: MEDICAL, DENTAL, and LIFE INSURANCE

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

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

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

A. Term Life Insurance

The Board shall pay the cost of $50,000 term life insurance for all certified staff members. A double-indemnity accidental death clause shall be included in the policy. Upon retirement, a current staff member of the group covered by this policy may convert and individually purchase this life insurance policy. This policy may be issued without additional benefits at the standard rate at the current age of the insured. The policy shall be issued regardless of the age or health of the insured. Applications must be submitted within thirty-one (31) days of the insured's separation date

B. Opt-out Incentive

1. Any eligible staff member who opts out of the medical insurance shall receive an annual opt-out incentive of $2,250. All staff members are eligible for the opt-out incentive except for married couples who are both employed by the district.

2. Enrollment dates would be limited to the open enrollment period and will be in effect until the following open enrollment period, with the exception of qualifying life changes such as marriage, death, childbirth or divorce, which permits changes up to thirty (30) days from the event.

3. To regain full insurance coverage for the following year the staff member must enroll online during the open enrollment period.

4. To regain benefits after the open enrollment period the staff member must either forfeit cash payment or reimburse pro-rated cash payment. The staff member will also pay a one month's premium in advance which is not refundable.

5. Checks will be issued on the second payroll of December.

C. Calculation of Staff Member Medical Insurance Contribution

1. For each staff member that chooses to opt-out of medical benefits during the September open enrollment period, the Board will contribute an amount equal to the opt-out according to Article 31, Section (B) (1 and 2) toward the participating staff member's insurance contribution.

2. The Board will withdraw the full opt-out amount for any staff member who wishes to regain benefits after the September open enrollment period and recalculate the monthly contribution for the participating staff member's insurance costs.

3. The Board will provide the following contributions per staff member to be used for medical and dental insurance premiums:

2024-2025	2025-2026	2026-2027
Board – 80%	Board – 80%	Board – 80%
Employee – 20%	Employee – 20%	Employee – 20%

4. High Deductible Health Plan (HDHP) Health Savings Account (HSA)

    a) (January 1 to December 31) will be funded at:

        i. $1000 Single/$2000 Family

            1. Prorated based on hire date

            2. Funded on January 1, and July 15

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

ARTICLE 32: INSURANCE COMMITTEE

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

A. Review of current plan provisions and proposals for any modification in the benefit plans;

B. Recommendation of any health insurance education programs for current and potential enrollees; and

C. Review of any additional cost containment measures that may alter the delivery of health care services while maintaining quality, and not shifting any costs from the plans to the employees.

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

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

ARTICLE 33: WORKERS COMPENSATION

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

A. Elect to use accumulated sick leave credits first and to go under Workers' Compensation when sick leave credits are expired.

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

ARTICLE 34: EXTENDED SERVICE

A. Extended service shall be defined as employment for the staff member's normal duty either before or after the school year. Supplemental contracts for teaching summer school shall not be considered extended service.

B. Staff members on extended service shall be paid their per diem rate as determined by dividing their current regular salary by the number of days in the contract year.

C. Current salary shall be determined by the August 1 date. All service days after August 1 of each calendar year shall be at the rate of pay for the ensuing school year. All service days prior to August 1 shall be at the rate as of the last day of school for that year.

ARTICLE 35: PAYROLL DEDUCTIONS

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

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

1. Deductions of dues shall begin with the first check in November and be equally divided over a total of twenty (20) paychecks. The Association shall notify the Board Treasurer of those staff members who will participate in payroll deduction by October 15 and shall indicate the total amount to be deducted from each staff member's check.

2. The Board shall not be required to deduct UTP dues for substitute teachers until any such substitute has completed one full calendar month of service after completing their initial sixty (60) days of service. Dues shall be retroactive to the sixty-first (61) day of employment. The Association Treasurer shall be responsible for providing the Board with the proper amount of dues to be deducted. If the Association Treasurer does not provide the necessary information to the Board Treasurer, or the information provided is incorrect, the Board will not be responsible for any resulting liability for non-payment of dues.

3. The Board Treasurer shall transmit to the Association Treasurer on the contract day following each pay period the total dollars withheld for UTP dues.

B. Credit Union

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

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

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

C. United Way

Authorized deductions shall begin with the first paycheck in November and be equally distributed over a total of twenty (20) pays, if the Treasurer's office is notified by October 15.

D. Political Contributions

Pursuant to Section 3313.262, Ohio Revised Code, the Board will deduct from the salaries of staff members such amount for political organizations and parties and for non-partisan issues as the staff member, by written authorization, may demand. Such written authorization must be on a form different from the dues authorization form.

E. Insurance and Annuities

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

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

F. Pay of SEA Executive Officers

The Board agrees to facilitate the payment of SEA executive officers (President, Vice President, Secretary, and Treasurer) through Sidney City Schools payroll. Full payment for each position will be provided to the Treasurer by the Association prior to disbursement.

Disbursement will be subject to the same guidelines as salary, which includes calculating taxes, retirement, and benefits. The Association agrees to hold the district harmless in any disputes related to payment that may arise with the Association.

ARTICLE 36: TAX SHELTER OF S.T.R.S. CONTRIBUTIONS

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

ARTICLE 37: CONTINUING MEMBERSHIP

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

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

This procedure must follow ORC 9.41.

ARTICLE 38: SEVERANCE

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

B. Eligibility

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

1. The individual retires from the school system.

2. Retirement means disability or service retirement under any state or municipal retirement system in this state.

3. The individual must be eligible for disability or service retirement as of the last date of employment.

4. The individual must within one hundred twenty (120) days of the last day of employment prove acceptance into the retirement system by having received and cashed his/her first retirement check.

5. The individual must have at least seven (7) years of service within Sidney City Schools to be eligible for 100% of the retirement/severance package. Individuals retiring before seven (7) years will have the retirement/severance package pro-rated as follows:

    a) 1 year of service – 10% of the package

    b) 2 years of service –20% of the package

    c) 3 years of service – 30% of the package

    d) 4 years of service – 45% of the package

    e) 5 years of service – 65% of the package

    f) 6 years of service – 85% of the package

    g) 7 years of service – 100% of the package

6. The individual must sign for a retirement check certifying all eligibility criteria have been met.

C. The staff member must make an application for such cash payment according to procedures adopted by the Board.

D. Such payment shall be made no later than sixty (60) days after the application is filed and the staff member's retirement is verified to the office of the Treasurer by the retirement system and provisions in B above. If permissible by the IRS, the staff member may request a lump sum payment be deferred until January 15 of the following calendar year. Notification to the Treasurer must be made prior to the Board accepting the resignation.

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

E. Benefit Calculation

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

2. Multiplying the staff member's accrued but unused sick leave in excess of one hundred fifty (150) days by fifteen percent (15%)

3. After thirty (30) years, multiply the staff member's accrued but unused sick leave in excess of one hundred fifty (150) days by twenty-five percent (25%).

4. The amount of the benefit calculated in steps one and two or steps one and three shall not exceed the value of one hundred (100) days of accrued sick leave. After forty (40) years, the amount of the benefit calculated in steps one and two shall not exceed the value of one hundred ten (110) days of accrued sick leave.

Example

SIDNEY CITY SCHOOLS
PROJECTED SEVERANCE PAY CALCULATION

Certified Employees

EMPLOYEE	Emp #	Exp.	Salary	Accum Sick Leav	Contract Days	Per Diem	25% of 1st 150	15%-20% Bal	Yrs Serv Bonus	Total Calc. Severance	Percentage Earned	Total Paid Severance	Effective Date	Date Paid	Paid Y/N
Iam Retiring	1234	29.00	95,000.00	240.00	174.00	545.98	37.50	13.50		27,844.83	100.00%	27,844.83			Y
Iam Retired	5678	35.00	95,000.00	240.00	174.00	545.98	37.50	18.00		30,301.72	100.00%	30,301.72			Y
					174.00	0.00	0.00	0.00		0.00	100.00%	0.00			Y
Total Certified Liability			0.00							58,146.55		58,146.55			

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

1. Complete the appropriate form obtained from the Board Treasurer.

2. Submit the completed form to the Superintendent who will work with the Board's Treasurer to verify the information contained on the submitted form.

3. Complete the appropriate forms for retirement obtained through the appropriate state retirement system.

4. Prepare a letter of resignation confirming the retirement and submit it to the Superintendent who will present it to the Board.

5. Notify the Board's Treasurer upon receipt of official notification of retirement approval by the appropriate state retirement system.

6. Upon official notification of the retirement approval by the appropriate state retirement system, the Treasurer shall cause the cash payment to be made directly to a tax deferred 403B account administered by ING, according to the provisions of the adopted Accumulated Leave 403B Plan of the Sidney City School District and provisions governing the office of the Treasurer.

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

ARTICLE 39: RETIREMENT INCENTIVE

Any teacher who can retire within the last three (3) years of their career and eligible for retirement may submit their retirement intent up to three (3) years prior to the intended date of retirement. Such intent shall be submitted by September 1. Once the retirement is accepted by Administration, the teacher will receive a 6% increase on their salary in the first year of the final three years in addition to any negotiated increase.

ARTICLE 40: SUBSTITUTION DURING THE SCHOOL DAY

A. Staff members may substitute during a non-instructional period for another staff member if approved by the principal. Mutual agreement and arrangement between staff members to allow for substitution shall not be cause for compensation.

B. Staff members may be required to serve as substitutes during their normal preparation periods. These staff members shall receive compensation according to the schedule set forth below.

   Compensation will be at the rate of $35 an hour with a one-half (1/2) hour minimum.

C. In assigning staff members to substitute service, principals shall consider the nature of the duties, the qualifications of available staff members, and the urgency of the previous emergency assignment. A rotational list of those substituting shall be maintained, and assignments shall be made in turn from this list unless an emergency situation arises.

D. Building principals shall maintain an accurate record of all staff members who substitute and the hours accumulated. Payment for such substitute service shall be on a monthly basis.

E. ELL, Guidance Counselors, Instructional Coaches, and IS staff members may be required to serve as substitutes during their normal workday. This time is not to exceed two (2) class periods or its equivalent per day. This time will be compensated at the rate of $35 an hour with a one-half (½) hour minimum.

F. In the case where PreK-4 classes need to be split among other teachers as a result of a substitute shortage, all teachers affected shall receive $35/hour with a one-half (½) hour minimum.

G. In the case where a 5-8 PE class needs to be absorbed by another 5-8 PE teacher as a result of a substitute teacher shortage, the teacher covering shall receive $35/hour with a one-half (½) hour minimum.

(**Note**: **Red font indicates MOU change October 2024**)

ARTICLE 41: BEREAVEMENT LEAVE

In the event of the death of a child, parent, grandparent, grandchild, spouse, parent in-law, sister, brother, or permanent member of the household, two (2) days not chargeable to sick leave will be granted. Additional days will be taken pursuant to Article 42 Section D.

Additionally, one (1) instance per school year not chargeable to sick leave will be granted to the employee to attend a funeral of a person outside the definition of immediate family for which the use of sick leave is inappropriate.

ARTICLE 42: SICK LEAVE

A. Staff members shall be entitled to fifteen (15) days sick leave with pay for each year under contract, which shall be credited at the rate of one and one fourth (1 ¼) days per month. Unused sick leave shall be cumulative up to four hundred (400) days.

B. Staff member absence from duty without forfeiture of pay may be allowed for the following reasons: personal illness, injury, pregnancy, exposure to contagious disease, which would be communicated to other employees, doctor's appointment, and for illness, injury, in the employee's immediate family. Immediate family shall be defined as the staff member's direct, step, and in-law relatives, including the following: parent, spouse, child, foster child, domestic partner and parents thereof, including domestic partners of any individual listed above, or any relative living in the employee's household, including grandchildren. The district will permit up to three days of sick leave for catastrophic illness or injury of a grandparent or grandchild. The Superintendent may permit sick leave for the death or catastrophic illness or injury of other family members or relatives on an individual case basis. The decision of the Superintendent shall be final and binding.

C. If medical attention is required, the staff member shall list the name and address of the attending physician and the dates consulted.

D. Absence due to death in the immediate family or persons in the same household is not to exceed five (5) days. Additional days may be granted on an individual basis. The decision of the Superintendent shall be final and binding. Immediate family is defined as the staff members direct, step, and in-law relatives including the following: spouse, father, mother, grandfather, grandmother, grandchild, aunt, uncle, niece, nephew, brother, sister, child, stepchild, domestic partner and parents thereof, including domestic partners of any individual listed above, in-laws of the relationship above and anyone living in the same household. Deaths outside of the definition for immediate family would qualify for sick leave, not to exceed three (3) days with approval from the Superintendent.

E. A staff member who has no accumulated sick leave will be advanced five (5) days of sick leave each school year, if necessary. Such advance will be charged against the subsequent accumulation of that member. Any staff member who is advanced sick days and then resigns or is terminated or does not return to work shall have the advanced sick days deducted from his/her last payroll check or shall be required to reimburse the district.

F. The Board will give a yearly incentive (last pay in July) to staff members for perfect or near perfect attendance during the contract year if the employee has actively worked the entire length of the full contract.
   1. The incentive will be $500 for zero (0) days missed during the contract year or $250 for one (1) day missed during the contract year.

ARTICLE 43: SICK LEAVE BANK

The Sick Leave Bank is to provide additional days of sick leave to employees who experience personal or immediate family member accidental injury, surgery, serious illness or complications arising from pregnancy or childbirth and have used all personal sick leave days as well as available sick leave day advances. These circumstances shall be of a prolonged nature.

A. Provisions of Eligibility

1. All staff members shall be eligible to be members of the sick leave bank.

2. After the start of each school year, all new staff members will receive an intent form from the administration for the purpose of enrolling in the Sick Leave Bank. In addition, an open enrollment period will be made available to employees who are not members of the Sick Leave Bank. The open enrollment period will be November 1 to December 1. Initial membership will consist of one (1) non-refundable sick leave day to be designated by the employee to the Sick Leave Bank on such form between November 1 and December 1. At such time that the administration has received the employee's intent, it will be recorded and submitted to the Treasurer's Office. Each employee will receive a notice of receipt indicating his/her participation in the program. The donated sick leave day will be deducted the last pay of January

3. Enrollment in the Sick Leave Bank shall be continuous from year to year until a member withdraws. Withdrawals are accepted only during an enrollment period and only upon written notice by the member to the Sick Leave Bank Committee (SBC) of his/her intent to withdraw.

4. If fifty (50) participants are not enrolled by the initial enrollment deadline of December 1, the bank will not be established for that school year.

B. General Procedures

1. Days contributed to Sick Leave Bank are non-refundable.

2. The donation of sick leave shall not reflect upon the donor's attendance record.

3. Sick leave bank allotments will be limited to participating employees for use only in cases of personal or immediate family member accidental injury, surgery, serious illness, or complications arising from pregnancy or childbirth as determined by the Sick Leave Bank

4. Applications for allotments from the Sick Leave Bank must be made on the Application for Sick Leave Bank Form (Appendix C). A physician's statement form is required with each application in order to be considered.

5. An allotment will be considered only after the employee has used all of his/her accumulated sick leave days, has used all possible advances of sick leave days and is not eligible for disability leave under the Ohio State Teacher Retirement System (STRS) or School Employees Retirement System of Ohio (SERS).

C. Sick Leave Bank Committee

1. The Sick Leave Bank is to be regulated by a Committee consisting of three (3) teacher members to be selected by the SEA president one of whom will be co-chairperson, one (1) administrator selected by the Superintendent who will be co-chairperson. Service on this committee is voluntary and without remuneration. The Sick Leave Bank Committee may ask an independent physician to volunteer as an advisor to the Sick Leave Bank Committee.

2. The Sick Leave Bank Committee shall review and approve or deny all applications to the Sick Leave Bank. The Sick Leave Bank Committee shall also determine the necessity for additional contributions to the Bank and shall notify Bank members of the need for said contributions.

3. The Sick Leave Bank Committee shall be responsible for reporting data concerning the Sick Leave Bank to the District's Treasurer.

4. Decisions of the Sick Leave Bank Committee are final and not subject to the Grievance Procedure.

5. The Sick Leave Bank Committee shall review the operation of the Sick Leave Bank annually, and shall make recommendations, if necessary, for modifications of the plan to the SEA President and Superintendent.

D. Sick Leave Bank Procedures

1. Days allotted from the Sick Leave Bank will be paid at 100% of the member's daily rate of pay.

2. Allotments from the Sick Leave Bank shall commence on the first day of absence for which a member has no accumulated sick days; or advanced days, and shall be renewed, upon request from the member and approval of the Sick Leave Bank Committee.

3. Allotments from the Sick Leave Bank will be made only for absences under a member's normal contract. Allotments will not be made for absences in programs such as summer school, extended services, or any other part-time or second position held by a member with a full-time contract.

4. Days may not be received from the Sick Leave Bank for absences due to disabilities, which qualify the member for Workers Compensation personal benefits, unless the member has exhausted all such benefits and his/her own accumulated sick days.

5. A member may receive a maximum of thirty (30) days per contract year.

E. Policy Procedures

1. In consideration of the benefits of participating in the Sick Leave Bank, each applicant for membership in the Bank and for benefits from the Bank shall, as a condition to such application, agree in writing as follows:

   "I specifically acknowledge and agree that the granting of days from the Sick Leave Bank shall be the sole discretion of the Sick Leave Bank Committee. All decisions of the Sick Leave Bank Committee will be final and binding and not subject to grievance. I further agree to abide by such decision and to indemnify and hold harmless the Sidney City School District, the Sidney Teachers Association, the Sick Leave Bank Committee, and all other agents for any loss they may sustain as a result of any claim or legal proceeding I may bring against any of them with respect to a decision made by any of them concerning this application."

2. Application for the Sick Leave Bank days must be made to the Sick Leave Bank Committee Chairperson.

3. The Sick Leave Bank Committee shall meet and render a written decision within ten (10) work days of receipt of request.

4. Unused requested days shall be returned to the Sick Leave Bank.

5. The Sick Leave Bank will begin with one (1) day from each contributing Unit Member. When the fund is depleted below thirty (30) days, each participant will be required to contribute up to one (I) additional day as determined by the Sick Leave Bank Committee. The Sick Leave Bank Committee shall be responsible for notifying employees when additional contributions are assessed.

6. Extension of additional days may be applied for in the same manner as original application up to the thirty (30) days per contract year maximum.

7. When an employee donates days to the Bank, he/she agrees to the above stated rules for administration of the Bank and agrees to abide by the stated rules.

8. All decisions of the Sick Leave Bank Committee shall be final and binding, and not subject to the grievance provisions of the existing collective bargaining agreement between the Association and the Board.

ARTICLE 44: PERSONAL LEAVE

A. Personal leave will be granted to each staff member at the rate of three (3) days per year. Staff members may elect to carry over up to two (2) personal days from the prior year. The maximum number of personal days in one (1) year is five (5).

1. Personal Leave with Pay

These days shall not exceed three (3) in number each year and shall not be used on the first or last day of school, the day before or the day after a non-student day. Staff members shall avoid using personal days during the first and last three (3) weeks of the school year. Exceptions to this shall be made by the Superintendent for deaths, illnesses, weddings, college moves, graduations, and other extenuating circumstances.

Notification of absence for all personal leaves must be reported to the appropriate administrator in writing at least three (3) days in advance. In emergency situations such as an act of nature, the Superintendent may waive this three (3) day requirement.

1. If a staff member wishes to use personal leave before or after a holiday break, notification for the leave must be reported to the appropriate administrator in writing, a minimum of sixty (60) days in advance.

The decision of the Superintendent is final and binding on all exceptions listed in this policy. The appropriate administrator will be responsible for initial approval and forwarding the form to the Superintendent for final approval. The maximum number of consecutive days shall be five (5).

$300-per day incentive will be awarded to any member of the Bargaining Unit for up to three (3) unused personal leave (full days only). New Hires in the middle of the contracted year shall work 120 days for personal leave incentive eligibility.

All staff members shall notify the treasurer of their intent to either carry over or be paid by the last teacher work day. If no notification is made by this day, remaining personal days up to two (2) will be carried over.

ARTICLE 45: PROFESSIONAL LEAVE

A. Staff members may participate in professional activities of educational organizations including the unified organization, which operates for the benefit of the school upon approval of the Superintendent or his designee. These include membership and holding office in professional organizations, participation in curriculum studies, and leadership in experimental programs.

B. Released time to attend professional meeting(s) may be given in accordance with Board Policy to provide the opportunity, within the limits of the appropriation, for staff member's to advance professionally, including acceptable visitations. The convention or meeting should be in the subject-matter area of the staff member's.

C. The Superintendent has the authority, when he considers a meeting to be of sufficient importance to the welfare of the school, to request representation from the staff to attend.

D. A staff member may be reimbursed in accordance with Board Policy for expenses incurred in attendance at a professional meeting in accordance with stipulated regulations.

ARTICLE 46: BOARD PAID COSTS

A. The board will reimburse teachers for one hundred percent (100%) of FBI/BCI checks.

B. Speech Language Pathologist will be reimbursed for state related license renewals.

C. When it is deemed necessary for a staff member to complete coursework for the purpose of obtaining licensure or endorsement for the district or for the purpose of teaching specialized courses, the Board shall pay the costs associated with such completion.

1. The Superintendent shall determine, with input from the SEA President, when the need for such coursework is necessary.

2. The staff member shall have the Superintendent approve the Institution of Higher Education through which courses will be completed prior to enrollment and registration.

    a) The staff member shall provide the Superintendent a checklist from the Institution of Higher Education of all the required courses needed for the licensure or courses needed to teach the specialized courses in the district.

3. The staff member shall provide a transcript after each completed course.

4. When the district is paying for coursework, the staff member shall meet the following terms:

    a) Obtain a "B" or better or "passing" in a pass/fail course

    b) Complete all the coursework deemed necessary for licensure, endorsement, or to teach the specialized classes

    c) Remain in the district for a minimum of five (5) years after having the coursework paid.

5. In the case where any one of the above terms is not met, the staff member shall reimburse the district all the costs associated with the coursework including but not limited to application fee, books and supplies, and course fees.

D. Third Grade Guarantee

1. As per ORC, (SB21), third grade teachers must meet certain qualifications. Those third grade teachers not already qualified will be expected to meet these qualifications, including a passing score on Praxis Test #5203. Sidney City Schools will pay for teachers to take this test the first time only, with teachers failing this test expecting to pay for each subsequent test needed to meet this requirement. Sidney City Schools will also pay for

one (1) day of professional development for teachers taking this test. Administration will determine teacher assignments including third grade.

ARTICLE 47: TUITION REIMBURSEMENT

A. The professional improvement of a staff member shall be the objective of the credit earned.

B. Courses for reimbursement must have approval by the Superintendent prior to registration and require a transcript and proof of payment.

C. A grade requirement of "B" or better or "passing" in a pass/fail course will be required for reimbursement.

D. Application for reimbursement must be presented to the Superintendent prior to October 1. A single reimbursement payment for the entire year will be made to the staff member.

E. The Board will reimburse up to $150 per semester hour for approved course work. Course work must be approved by the Superintendent or designee.

F. When it is deemed necessary for a staff member to complete coursework for the purpose of obtaining licensure or endorsement for the district or for the purpose of teaching specialized courses, the board shall pay the cost associated with such completion.

1. The Superintendent shall determine, with input from the SEA president, when the need for such coursework is necessary.

2. The staff member shall have the Superintendent approve the institution of higher education through which courses will be completed prior to enrollment and registration.

    a) The staff member shall provide the Superintendent a checklist from the institution of higher education of all the required courses needed for the licensure or courses needed to teach the specialized courses in the district.

3. The staff member shall provide a transcript after each completed course.

4. When the district is paying for coursework, the staff member shall meet the following terms:

    a) Obtain a “B” or better or “passing” in a pass/fail course.

    b) Complete all the coursework deemed necessary for licensure, endorsement, or to teach the specialized classes.

c) Remain in the district for a minimum of five (5) years after having the coursework paid.

5. In the case where any one of the above terms is not met, the staff member shall reimburse the district all the costs associated with the coursework, including but not limited to: application fee, books and supplies, and course fees.

ARTICLE 48: ASSAULT LEAVE

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

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

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

A. Has signed a written statement justifying the granting and use of assault leave. Said statement shall be upon Board provided forms.

B. Provides a certificate from a licensed physician stating the nature of the injury and the necessity of absence from regular employment.

C. Agrees to file criminal prosecution against the person or persons involved.

ARTICLE 49: UNPAID LEAVES OF ABSENCE

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

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

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

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

   2. An unpaid leave of absence requested for the purpose of the staff member's illness or disability may be granted for a period not to exceed the remainder of the current school year plus one school year. The current school year does not end until the first contract day of the beginning of the next school year.

   3. An unpaid leave of absence for the purpose of child care will not be approved for any period that begins prior to the staff member's completion of two (2) years of employment in the Sidney School District.

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

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

   4. A staff member may continue to participate in district group insurance programs only if the staff member is willing to assume the full cost of such coverage. Such payments shall be made, in advance, by the staff member in the manner prescribed by the Board Treasurer's office.

5. Use of a leave of absence for a purpose other than that stated in the approved leave request may constitute grounds for termination of the staff member's contract or other disciplinary action.

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

ARTICLE 50: JURY DUTY / COURT SUBPOENA AND ASSOCIATION LEAVE

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

B. Regarding “court subpoena,” teachers are to submit a copy of the court subpoena.

C. These days will not count against the staff member’s personal or sick leave.

ARTICLE 51: FAMILY MEDICAL LEAVE

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

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

1. The birth and first year care of a child;

2. The adoption or foster placement of a child;

3. The serious illness of a staff member's spouse, parent, or child;

4. The staff member's own serious health condition that keeps the staff member from performing the essential functions of the job,

5. Qualifying exigency arising out of the fact that the staff member's spouse, son, or daughter, or parent is a military member on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces. Covered active duty is defined in AG 3430.01.

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

<u>Intermittent and Reduced Leave</u>

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

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

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

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

A. to care for a family member;

B. for the employee's own serious health condition;

C. is foreseeable based on planned medical treatment,

D. qualifying exigency leave and

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

then the board may require the employee to choose either:

A. take the leave for a period or periods of a particular duration, not greater than the planned treatment or,

B. transfer temporarily to an available alternative position for which the employee is qualified, which has equivalent pay and benefits, and which better accommodates recurring periods of leave than does the employee's regular position.

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

A. the leave will last at least three (3) weeks and

B. the staff member would return to work during the three (3) week period before the end of the semester.

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

A. the leave will last more than two (2) weeks and

B. the staff member would return to work during the two (2) week period before the end of the semester.

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

<u>Employed Spouses</u>

When an eligible husband and wife are both employed by the Board, they are limited to a combined total of twelve (12) workweeks of FMLA leave during any twelve (12) month period if the leave is taken for reason listed in Article 51 (1 or 2), or to care for the staff member's parent who has a serious health condition.

Where the husband and wife both use a portion of the total twelve (12) week FMLA leave entitlement for reason listed in Article 51 (1 or 2), or to care for a parent, the husband and wife are each entitled to the difference between the amount s/he has taken individually and the twelve (12) weeks of FMLA leave for other purposes.

When an eligible husband and wife or both employed by the Board, they are limited to a combined total of twenty-six (26) workweeks of Military Caregiver Leave during the "single twelve (12) month period" if the leave is taken for reason listed in Article 51 (1 or 2), or to care for the staff member's parent who has a serious health condition, or to care for a covered service member with a serious injury or illness.

Benefits

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

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

Notice

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

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

Certification

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

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

Restoration

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

Failure to Return

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

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

Provisions

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

ARTICLE 52: SUPPLY BUDGET

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

A. For each fiscal year the treasurer will coordinate with PreK - 8 building principals an amount for building budgets no less than $100 which includes miscellaneous supplies for teachers to determine the amount to be distributed to teachers.

B. The budget shall be spent on classroom equipment, materials, and consumable supplies.

C. Teachers shall be given equal and consistent access to school equipment and supplies for classroom use.

D. This will not replace budgets already in place for teachers of Unified Arts, department budgets, or classes with consumable items.

ARTICLE 53: PREPARATION PERIODS

A. The term "preparation period" shall mean time during the staff member's workday exclusive of the member's daily thirty (30) consecutive minutes duty-free lunch.

B. All teachers and counselors of grades 5-12 shall be scheduled for planning or conference time equivalent to one period per school day during each school week. In calculating planning time, the time before and after the student day shall not be included for all 5-12 classroom staff members.

C. All elementary staff members, including special staff members and guidance counselors, shall be scheduled for planning or conference time of not less than two hundred (200) minutes per week/minimum of forty (40) uninterrupted minutes per day. In calculating the two hundred (200) minutes, the time before and after the student day shall not be included for all elementary classroom staff members.

D. Every effort will be made to secure substitute staff members in the special areas for grades K-12.

E. Conferences with parents during preparation periods and parental observations shall be scheduled only after consultation with the staff members.

ARTICLE 54: CURRICULUM AND INSTRUCTION

A. The Superintendent or designee shall study and develop proposals relating to the adoption, or modification of the curriculum, which may include digital programs. In this regard, the Superintendent or designee will solicit the assistance of the teaching staff. No professional staff member shall be required to serve on such a committee.

ARTICLE 55: DRESS CODE

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

ARTICLE 56: CLASS SIZE

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

A. Assignment of pupils and teachers to buildings and classrooms is the responsibility of the Superintendent. In making such decisions, the Superintendent shall give primary consideration to education or curricular concerns as well as the overall needs of the district, including facility limitations, financial consideration, and transportation requirements.

B. Teachers are encouraged to report special problems, considerations, situations, or ideas to the administration as early as possible. Consideration of such reports shall be given priority treatment by the administration.

C. Teacher load shall be limited to the maximum number of students permitted to maintain fire code at the 5-12 level. Building /team leaders at the 5-12 level may request input in class scheduling prior to the start of the school year.

D. When class size at the K-4 level ever exceeds thirty (30), the administration and board will consider assistance to that individual teacher. These types of requests will be discussed with the Superintendent and Association President.

E. Preschool class size will be determined by the Ohio Operating Standards for preschool special education.

F. The Board shall permit tuition free enrollment of students who are residents of any Ohio school district under the following conditions:

    1. Interdistrict transfer students will be assigned to K-4 classes on a priority basis. First priority will be in classes with twenty-four (24) or fewer students. In no case will an interdistrict transfer student be placed in a class with twenty-nine (29) or more students.

    2. Class limits for courses in grades 5-12 will be determined by section. Students may be accepted at Sidney High or Sidney Middle School without guarantee of specific courses. Special Education classes will adhere to state mandated size limits. Special Education class size will include the students currently enrolled plus projected enrollees.

G. Enrollment of resident students will be subject to reasonable rules and regulations including, but not limited to, grade level, and building and program capacities.

    1. Students will be assigned to classes on a priority basis. First priority will be classes with twenty-four (24) or fewer students. In no case will an intradistrict transfer student be placed

in a class with twenty-nine (29) or more students. Building and program capacities will be determined by the Superintendent when appropriate.

ARTICLE 57: ACADEMIC FREEDOM

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

ARTICLE 58: COMPLAINTS AGAINST STAFF MEMBERS

A. The Association and the Board recognize that situations may arise in the operation of the school district which are of concern to students, parents or the public. Such concerns are best dealt with through communication with appropriate staff members and appropriate administrators.

   1. The "appropriate administrator" shall be identified as the administrator in the building where the alleged action which led to the complaint took place.

B. In the event a complaint concerning a staff members' conduct or service is received, the following procedure shall be used:

   1. When a verbal complaint is made by a student(s), the parent of a student, or any other member of the public, which is deemed serious enough to become a matter of formal record, the staff member shall be given a written summary. Unless the nature of the complaint necessitates confidentiality, the identity of the complaining party along with any and all related information shall be provided by the appropriate administrator.

   2. If the complaint is written, staff members shall be given a copy.

C. The staff member shall first attempt to resolve the complaint with the complainant.

D. If there is no resolution between the staff member and the complainant, the appropriate administrator will assist in resolving the situation by scheduling a mutually convenient time to discuss the complaint with the staff member(s), the administrator, and the complainant. Every attempt shall be made to hold such meetings during the negotiated workday.

ARTICLE 59: INCLUSION

A. Inclusion shall mean the placement of students with disabilities with a regular classroom teacher who has the primary responsibility for that student throughout the school day. For purposes of this article, students with disabilities shall be defined as any student identified under I.D.E.A.

B. The administration shall offer adequate training for all regular education teachers dealing with included students as defined in this article. Said training will be developed based on input of the affected teacher.

C. When a student is placed in a classroom and has an IEP, the responsible intervention specialist will provide the regular classroom teacher IEP-at-a-Glance. The regular classroom teacher will be afforded the opportunity to discuss the IEP with the responsible intervention specialist. When possible the regular classroom teacher will be included in the IEP conference, either in development or change of the IEP. When possible, IEP conferences will be scheduled during the school day. The IEP will take into account available resources and staff in the district.

D. The regular classroom teacher who has students with disabilities assigned to his or her classroom will have the direct assistance of a certified special education teacher, or aide, if determined appropriate by the IEP conference. The regular classroom teacher, unless he/she volunteers, will not be responsible for diapering or procedures such as catheterization for special needs students. The regular classroom teacher will be responsible to notify the proper person that a need exists.

E. If a regular classroom teacher feels that he/she has a disproportionate number of students, or a mixture of students with disabilities that is hindering the learning of other students, or has questions concerning the appropriateness of a student's IEP, he/she may request a meeting be held within ten (10) contract days between the regular classroom teacher, the special education teacher, and the building principal, and the special education director. If the problems are not resolved in this meeting, the regular classroom teacher has the right to request a formal IEP meeting and have an association representative present at that meeting.

ARTICLE 60: DRUG FREE WORKPLACE

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

A. Prohibited Conduct

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

1. Illegal drugs or any other substance which might alter the sensory functions in a human being

2. Alcoholic beverages (except for authorized social functions)

B. Drug-related Criminal Conviction and Penalties

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

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

C. Condition of Employment

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

D. Prescription Drugs

Staff members are encouraged to inquire of their personal physician the possibility of serious side effects from prescription drugs that could severely impair the staff member's ability to carry out assigned duties. Staff members are encouraged to share this information with the

appropriate administrator for possible assistance. These situations will be kept in strictest confidence.

E. Confidentiality

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

ARTICLE 61: RESIDENT EDUCATOR PROGRAM

A. The district will annually assign a mentor to all entry year teachers in the program.

B. State training will be provided for mentors.

C. Mentors will receive a stipend per school year.

   1. Mentors assigned to resident educators in the first year of the program will receive a five hundred dollar ($500) stipend for each resident educator.

   2. A facilitator assigned to resident educators completing the Resident Educator Summative Assessment after the first year of the program will receive a two hundred-fifty dollar ($250) stipend for each resident educator.

D. Resident educators and mentors will be provided professional development days to complete the required observations, collaboration, and tasks outlined in the Resident Educator Program, unless the need arises to hold professional development outside of the contract day.

   1. Should this occur the Resident Educator Coordinator will schedule these meeting times with input from the teachers in the resident educator program in years one (1) to two (2).

   2. The teachers in the resident educator program who voluntarily meet during these scheduled times for the purpose of receiving professional development and/or support shall be paid $35/hour.

E. The entry year program does not replace employment evaluation; entry year mentorship is intended to support the licensure process. All written material generated by a mentor or resident educator will remain confidential.

ARTICLE 62: DURATION

This agreement, upon ratification by the official Board resolution, shall be effective August 1, 2024.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this agreement at Sidney, Ohio this 22nd day of July, 2024.

SIDNEY CITY BOARD OF EDUCATION

By: _____
Zack Bosslet, President

By: _____
Bob Humble, Superintendent

SIDNEY CITY EDUCATION ASSOCIATION

By: _____
Amy Baldauf, President

By: _____
Deena Golden, Vice President

By: _____
Paul Henry
OEA Labor Relations Consultant

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

Contract/Vendor Name: SEA Negotiated Agreement
Sidney Board of Education

Contract Period: August 1, 2024 to July 31, 2027

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

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

Dated: August 1, 2024

Treasurer, Board of Education

President, Board of Education

Superintendent of Schools

Appendix A

Sidney City Schools
Grievance Form

Name of Grievant(s): _____

Building: _____

Level 1 (Informal Discussion)

Date of occurrence of grievance _____

Date of Informal Discussion: _____ with Administrator_____
Name

Date of Administrator's Verbal Response: _____

Level 2 (Formal Written Grievance)

1. Statement of Grievance

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

   _____

   _____

   _____

2. State the relief sought: _____

   _____

   _____

   _____

Date Submitted: _____

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

Signature of Aggrieved:

_____
(Name) (Date)

Sidney City Schools
Grievance Form

Administrator's Written Response: _____

_____

_____

_____

_____

Date: _____ Administrator Signature: _____

Level 3 (Superintendent Hearing)

Hearing Date: _____

Superintendent's Written Response: _____

_____

_____

_____

_____

Date: _____ Superintendent's Signature: _____

Level 4 (Arbitration)

Date of Association's Notice of Intent to Arbitrate:

_____

Date Submitted: _____

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

Signature of Aggrieved: _____
(Name) (Date)

Appendix B

SHS CFR Evaluation Rubric

Employee:	**Position:**	**Building:**

Professional Goals

Certified Staff Initiated			**Collaborative**
Professional Goal #1	**Rationale for Goal**	**Evidence to be Provided**	**Evaluator Comments and Actionable Steps**
Professional Goal #1	**Rationale for Goal**	**Evidence to be Provided**	**Evaluator Comments and Actionable Steps**

Certified Staff Signature _____

Evaluator Signature___ _____

Date Met (by November 1) _____

Observation #1	Ineffective	Developing	Skilled	Accomplished
CLASSROOM ENVIRONMENT: Skilled - Staff member is interested in the work, shows ethical conduct, and is willing to meet requirements of the position. Classroom environment is conducive for learning.				
WORK HABITS: Skilled - Staff member is organized, dependable, and exhibits problem solving skills, initiative, and a willingness to analyze and improve.				
CLASSROOM MANAGEMENT: Skilled - Staff member ensures that students are engaged throughout the class period. Staff member demonstrates consistent evidence of rapport with students.				
WORK RESPONSIBILITIES: Skilled - Staff member keeps accurate and updated records, communicates with students and families, and ensures supports and resources are in place.				

STUDENT PERFORMANCE: Skilled - Staff member communicates with students daily on their progress. Improvements and academic successes are evident.				
COLLABORATION: Skilled - Staff member collaborates and communicates effectively with other staff members regarding student progress and supports.				
PROFESSIONALISM: Skilled - Staff member is punctual, has appropriate communications with students, staff, and administration. Staff member is making progress toward goals and is reflective about the teaching practice.				

Area of Reinforcement and Evaluator Comments:	**Area of Refinement and Evaluator Comments:**

Evaluator Comments:	Certified Staff Signature _____ Evaluator Signature _____ Date Met _____

Observation #2	Ineffective	Developing	Skilled	Accomplished
CLASSROOM ENVIRONMENT: Skilled - Staff member is interested in the work, shows ethical conduct, and is willing to meet requirements of the position. Classroom environment is conducive for learning.				
WORK HABITS: Skilled - Staff member is organized, dependable, and exhibits problem solving skills, initiative, and a willingness to analyze and improve.				
CLASSROOM MANAGEMENT: Skilled - Staff member ensures that students are engaged throughout the class period. Staff member demonstrates consistent evidence of rapport with				

students.				
WORK RESPONSIBILITIES: Skilled - Staff member keeps accurate and updated records, communicates with students and families, and ensures supports and resources are in place.				
STUDENT PERFORMANCE: Skilled - Staff member communicates with students daily on their progress. Improvements and academic successes are evident.				
COLLABORATION: Skilled - Staff member collaborates and communicates effectively with other staff members regarding student progress and supports.				
PROFESSIONALISM: Skilled - Staff member is punctual, has appropriate communications with students, staff, and administration. Staff member is making progress toward goals and is reflective about the teaching practice.				

Area of Reinforcement and Evaluator Comments:	**Area of Refinement and Evaluator Comments:**

Evaluator Comments:	Certified Staff Signature _____ Evaluator Signature _____ Date Met _____

Culminating Rating	Ineffective	Developing	Skilled	Accomplished
Evaluator Comments and Recommendations:			Certified Staff Signature _____ Evaluator Signature _____ Date Met _____	

The Speech Language Pathologist Performance Evaluation Rubric

Performance Evaluation Rubric is intended to be scored holistically. This means that evaluators will assess which level provides the best *overall* description of the Therapist.

Domain A: Planning and Preparation				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
A1: Demonstrating knowledge and skill in the specialist therapy area	The therapist demonstrates little or no knowledge and skill in the therapy area.	The therapist demonstrates basic knowledge and skill in the therapy area.	The therapist demonstrates thorough knowledge and skill in the therapy area.	The therapist demonstrates extensive knowledge and skill in the therapy area.
Evidence				
A2: Acquiring of information about individual learners	The therapist does not acquire knowledge of individual students as learners.	The therapist acquires little knowledge or information about individual students as learners from a limited number of sources.	The therapist acquires detailed information about individual students as learners from a variety of sources, and/or in an ongoing manner.	The therapist acquires extensive and detailed information about individual students as learners from a variety of sources, and/or in an ongoing manner and uses that knowledge to plan an effective and individualized program for each student.
Evidence				
A3: Establishing individual goals for the therapy program appropriate to the setting and the students served.	The therapist has no clear goals for the individual therapy programs or they are inappropriate to either the situation or to the age of the students.	The therapists' goals for the individual therapy programs are rudimentary and are partially suitable to the situation or to the age of the students.	The therapists' goals for the individual therapy programs are clearly appropriate to the situation in the school, to the age of the students and address individual learning styles.	The therapists' goals for the individual therapy programs are highly appropriate to the situation in the school, to the age of the students and address individual learning styles.

Evidence				

Domain A: Planning and Preparation				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
A4: Demonstrating knowledge of district, state, and federal regulations and guidelines	The therapist demonstrates little or no knowledge of special education laws and procedures.	The therapist demonstrates basic knowledge of special education laws and procedures.	The therapist demonstrates knowledge of special education laws and procedures.	The therapist's knowledge of special education laws and procedures is extensive; the specialist takes a leadership role in reviewing and revising district policies..
Evidence				
A5: Demonstrating knowledge of resources, both within and beyond the school and district	The therapist demonstrates little or no knowledge of resources for students available through the school or district.	The therapist demonstrates basic no knowledge of resources for students available through the school or district.	The therapist demonstrates thorough knowledge of resources for students available through the school or district and some familiarity with resources outside the district.	The therapist demonstrates extensive knowledge of resources for students available through the school or district and in the larger community.
Evidence				
A6: Demonstrating valid assessment and interpretation	The therapist is unable to select appropriate diagnostic instruments.	The therapist selects and administers diagnostic instruments without consideration of team/parent input.	The therapist selects and administers diagnostic instruments and procedures based on the student's developmental level, areas of concern and team/parent input. The therapist gathers	The therapist selects and administers a diagnostic instrument and procedures based on the student's developmental level, areas of concern, and tem/parent input. The therapist gathers

			information on how the student's developmental disorder affects educational performance.	comprehensive information on how the student's developmental disorder affects educational performance.
Evidence				

Domain A: Planning and Preparation				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
A7: Developing the therapy program integrated with IEP goals to meet the needs of the individual student	The therapist has developed services for students that are unrelated to IEP goals.	The therapist has developed services for students that have a guiding principle and include a number of worthwhile activities but some do not fit with the broader IEP goals.	The therapist has developed a therapy program that adequately meets the needs of the student as defined in the IEP to support progress toward IEP goals.	The therapist has developed a therapy program that is consistent with best practice to effectively service the student to support progress toward IEP goals.
Evidence				

Domain B: Therapy Environment				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
B1: Establishing rapport with students	The therapist's interactions with students are negative or inappropriate; students appear uncomfortable in the testing and therapy area.	The therapist's interactions with students are both positive and negative; the therapist's efforts at developing rapport are partially successful.	The therapist's interactions with students are positive and respectful; students appear comfortable in the testing and therapy area.	The therapist's interactions with all students demonstrate a positive, caring rapport and mutual respect. Interactions are inclusive and appropriate. Students seek out the therapist, reflecting a high degree of comfort and trust in the relationship.
Evidence				
B2: Organizing time effectively	The therapist exercises poor judgment in setting priorities, resulting in confusion, missed deadlines, and conflicting schedules.	The therapist's time management skills are moderately well developed; essential activities are carried out, but not always in the most efficient manner.	The therapist exercises good judgment in setting priorities, resulting in clear schedules.	The therapist demonstrates good time-management skills, accomplishing all tasks in a seamless manner; teachers and students understand their schedules.
Evidence				
B3: Sets behavioral expectations for students in the therapy setting.	No behavioral expectations have been established and the therapist disregards or fails to address negative behavior during evaluation or treatment.	Behavioral expectations appear to have been established for the therapy setting. The therapist attempts to monitor and correct negative behavior during evaluation or treatments are partially successful.	Behavioral expectations for students have been established for the therapy setting. The therapist monitors student behavior against those standards; response to students is appropriate and respectful.	Behavioral expectations for students have been established for the therapy setting. The therapist's monitoring of students is subtle and preventative, and students engage in self-monitoring behavior.

Evidence				

Domain C: Evaluation and Intervention				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
C1: Follows established procedures for referrals	The therapist does not follow established district procedures for referrals.	The therapist inconsistently follows established district procedures for referrals.	The therapist adequately follows established district procedures for referrals and for meetings and consultations with parents and administrators.	The therapist consistently follows established district procedures for all aspects of referral and testing protocols.
Evidence				
C2: Responding to referrals and evaluating student needs.	The therapist fails to respond to referrals or makes hasty assessments of student needs.	The therapist responds to referrals when pressed and makes adequate assessments of student needs.	The therapist responds to referrals and makes thorough assessments of student needs.	The therapist is proactive in responding to referrals and makes highly competent assessments of student needs.
Evidence				
C3: Communicating with families	The therapist fails to communicate with families and secure necessary permission for evaluations or communicates in an insensitive manner.	The therapist's communication with families is partially successful; not always adhering to required deadlines; permissions are obtained, but there are occasional insensitivities to cultural and linguistic	The therapist communicates with families and secures necessary permission for evaluations adhering to required timelines, doing so in a manner sensitive to cultural and linguistic traditions.	The therapist secures necessary permissions adhering to required timelines and communicates with families in a manner highly sensitive to cultural and linguistic traditions. The therapist reaches out to

		traditions.		families to enhance trust.
Evidence				

Domain C: Evaluation and Intervention				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
C4: Collecting information; writing reports	The therapist neglects to collect important information on which to base treatment plans; reports are inaccurate or not appropriate to the audience.	The therapist collects most of the important information on which to base treatment plans; reports are accurate, but lacking in clarity and not always appropriate to the audience.	The therapist collects all of the important information on which to base treatment plans; reports are accurate, and appropriate to the audience.	The therapist is proactive in collecting important information, interviewing teachers and parents if necessary; reports are accurate and clearly written and are tailored for the audience.
Evidence				
C5: Implements therapy services to maximize student success	The therapist fails to develop therapy services suitable for students, or plans are mismatched with the findings of assessments.	The therapist's services for students are partially suitable for them or sporadically aligned with identified needs. They are not always individualized to specific student needs.	The therapist implements therapy services for students that are suitable for them and are aligned with identified needs.	The therapist implements therapy services for students, finding ways to creatively meet student needs and incorporate many related elements.
Evidence				
C6: Demonstrating flexibility and responsiveness	The therapist adheres to the therapy services in spite of evidence of its inadequacy.	The therapist makes modest changes in the student's therapy services when confronted with evidence of the need for change.	The therapist makes revisions in the student's therapy services when they are needed.	The therapist is continually seeking ways to improve the student's therapy services and makes changes in response to the student, parent or teacher input.
Evidence				

Domain D: Professionalism				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
D1: Collaborating with staff	The therapist is not available to staff for questions and planning and declines to provide background material when requested.	The therapist is available to staff for questions and planning and provides background material when requested.	The therapist initiates contact with relevant staff to confer regarding individual cases.	The therapist seeks out relevant staff and other professionals to confer regarding cases, soliciting their perspectives on individual students..
Evidence				
D2: Maintaining an effective data management system	The therapist's data management system is either nonexistent or in disarray; it cannot be used to monitor student progress or to adjust treatment when needed.	The therapist has developed a rudimentary data management system for monitoring student progress and occasionally uses it to adjust treatment when needed.	The therapist has developed an effective data management system for monitoring student progress and uses it to adjust treatment when needed.	The therapist has developed a highly effective data management system for monitoring student progress and uses it to adjust treatment when needed.
Evidence				
D3: Engaging in professional development	The therapist does not participate in professional development activities, even when such activities are clearly needed for the development of skills.	The therapist's participation in professional development activities is limited to those that are convenient and required.	The therapist seeks out opportunities for professional development based on individual assessment of need.	The therapist actively pursues professional development opportunities and makes a substantial contribution to the profession through such activities as offering workshops to colleagues, and/or supervision of fieldwork students.
Evidence				

Domain D: Professionalism				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
D4: Showing professionalism, including integrity, advocacy and maintaining confidentiality	The therapist displays dishonesty in interactions with colleagues, students, and the public and violates principles of confidentiality.	The therapist is honest in interactions with colleagues, students, and the public, plays a moderate advocacy role for students, and does not violate norms of confidentiality.	The therapist displays high standards of honesty, integrity, and confidentiality in interactions with colleagues, students, and the public, and advocates for students when needed.	The therapist can be counted on to hold the highest standards of honesty, integrity, and confidentiality and to advocate for students, taking a leadership role with colleagues.
Evidence				

Instructional Coach Performance Evaluation Rubric

The ***Instructional Coach Performance Evaluation Rubric*** is intended to be scored holistically. This means that evaluators will assess which level provides the best *overall* description of the Instructional Coach. Evidence will be collected, which will be discussed at pre and post conferences. When completing the performance rubric, please note that evaluators are not expected to gather evidence on all indicators for each observation cycle. Likewise, Instructional Coaches 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 conferences as well as information from the Professional Growth and/or Improvement Plan (if applicable).

INSTRUCTIONAL PLANNING				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
FOCUS FOR LEARNING (Standard 4: Instruction)	The coach does not demonstrate a clear focus for student/teacher learning. The coach does not demonstrate a clear understanding of Ohio's Learning Standards.	The coach communicates a focus for student/teacher learning, develops learning objectives that are appropriate for students/teachers and references Ohio's Learning Standards, but does not include measurable goals.	The coach demonstrates a focus for student/teacher learning, with appropriate learning objectives that include measurable goal(s) for student/teacher learning aligned with Ohio's Learning Standards. The coach demonstrates the importance of the goal and its appropriateness for students/teachers.	The coach establishes challenging and measurable goal(s) for student/teacher learning that aligns with Ohio's Learning Standards and reflects a range of student learner needs. The coach demonstrates how the goal(s) fit into the broader unit, course, and school goals for content learning and skills. The coach aligns Ohio's Learning Standards to the planning, pacing, and curriculum.
Evidence Examples: Agendas, Meeting minutes, TBT notes, Lesson plans				
ASSESSMENT DATA (Standard 3: Assessment)	The coach does not plan for the assessment of student/teacher learning or does not analyze student/teacher learning data to inform lesson plans. The coach does not use or only uses one measure of student performance.	The coach explains the characteristics, uses, and limitations of various diagnostic, formatie, and summative assessments but does not consistently incorporate this knowledge into lesson planning. The coach uses more than one measure of student performance but	The coach 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 coach employs a variety of formal and informal assessment techniques to	The coach 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

		does not appropriately vary assessment approaches, or the coach may have difficulty analyzing data to effectively inform instructional planning and delivery.	collect evidence of students'/teachers' knowledge and skills and analyzes data to effectively inform instructional planning and delivery.	data; the coach assists the teacher to use assessment data to identify student strengths and areas for student growth. The coach has extensive knowledge of various assessments, the use of data, and assists teachers in utilizing them effectively.
Evidence Examples: Documentation of collaboration with teachers, TBT notes, mClass data, Student groupings				
PRIOR CONTENT KNOWLEDGE / SEQUENCE / CONNECTIONS (Standard 1: Students; Standard 2: Content; Standard 4: Instruction) **Coach as teacher instructing students.**	The coach's lesson does not build on or connect to students' prior knowledge, or the coach may give an explanation that is illogical or inaccurate as to how the content connects to previous and future learning.	The coach makes an attempt to connect the lesson to students' prior knowledge, to previous lessons or future learning but is not completely successful.	The coach makes clear and coherent connections with students' prior knowledge and future learning - both explicitly to students and within the lesson. The coach plans and sequences instruction to include the important content, concepts, and processes in school and district curriculum priorities and in state standards.	The coach uses the input or contribution of families, colleagues, and other professionals, understanding each learner's prior knowledge and supporting their development. The coach 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 coach 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.
Evidence Examples: Instructional framework, Classroom observation, Literacy Night, Conferences				

INSTRUCTIONAL PLANNING				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
KNOWLEDGE OF STUDENTS (Standard 1: Students)	The coach demonstrates a lack of familiarity with students' and teachers' backgrounds and has made no attempts to find this information. The coach's plan for instruction does not demonstrate an understanding of students' and teachers' development, preferred learning styles, and/or student and teacher backgrounds / prior experiences.	The coach demonstrates some familiarity with students' and teachers' background knowledge and experiences and describes one procedure used to obtain this information. The coach's instructional plan draws upon a partial analysis of students' and teachers' 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 and teachers in the classroom.	The coach demonstrates familiarity with students' and teachers' background knowledge and experiences and describes multiple procedures used to obtain this information. The coach's instructional plan draws upon an accurate analysis of students' and teachers' development, readiness for learning, preferred learning styles, and backgrounds and prior experiences.	The coach demonstrates an understanding of the purpose and value of learning about students' and teachers' background experiences, demonstrates familiarity with each student's background knowledge and experiences, and describes multiple procedures used to obtain this information. The coach's instructional plan draws upon an accurate analysis of students' and teachers' development, readiness for learning, preferred learning styles, and backgrounds and prior experiences. The coach plans for and can articulate specific strategies, content, and delivery that will meet the needs of individual/groups of students and teachers.
Evidence Examples: Pre-conference with teacher, TBT, Differentiation, Lesson plans				

INSTRUCTION AND ASSESSMENT				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
LESSON DELIVERY (Standard 2: Content; Standard 4: Instruction; Standard 6: Collaboration and Communication) **Coach as teacher and facilitator**	The coach's explanations are unclear, incoherent or inaccurate, and are generally ineffective in building student understanding. The coach uses language that fails to engage students/teachers, is inappropriate to the content, and/or discourages independent or creative thinking. The coach fails to address student/teacher confusion or frustration and does not use effective questioning techniques.	The coach's explanations are accurate and generally clear but the teacher may not clarify information based on students'/teachers' questions about the content or instructions for learning activities or the teacher may use some language that is developmentally inappropriate, leading to confusion or limiting discussion. The coach re-explains topics when students/teachers show confusion, but is not always able to provide an effective alternative explanation. The coach attempts to employ purposeful questioning techniques, but explanations may be unclear.	The coach's explanations are clear and accurate. The coach uses developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking. The coach effectively addresses confusion by re-explaining topics when asked and ensuring understanding. The coach employs effective, purposeful questioning techniques during instruction.	The coach's explanations are clear, coherent, and precise. The coach 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 coach accurately anticipates confusion by presenting information in multiple formats and clarifying content before students/teachers ask questions. The coach develops high-level understanding through effective uses of varied levels of questions.
Evidence Examples: Teacher survey after PD, Observations, Notes from meeting with teachers				
DIFFERENTIATION (Standard 1: Students; Standard 4: Instruction)	The coach does not attempt to make the lesson accessible and challenging to the students/teachers, or attempts are developmentally inappropriate..	The coach relies on a single strategy or alternate set of materials to make the lesson accessible to most students/teachers, though some students/teachers may not be able to access certain parts of the lesson and/or some may not be challenged..	The coach supports the learning needs of students/teachers through a variety of strategies, materials, and/or pacing that make learning accessible and challenging.	The coach matches strategies, materials, and/or pacing to students/teachers individual needs, to make learning accessible and challenging. The coach effectively uses independent, collaborative and whole-class instruction to support individual learning goals and provides varied options for how students/teachers will demonstrate mastery.
Evidence Examples: Coach log, Student or				

teacher work, Lesson plans before & after, Compare data points				

INSTRUCTION AND ASSESSMENT				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
RESOURCES (Standard 2: Content; Standard 4: Instruction)	Instructional materials and resources used for instruction are not relevant or are inappropriate for students/teachers. The coach does not implement or assist teachers in utilizing district created assessments.	The coach uses appropriate instructional materials to support learning goals, but may not meet individual students'/teachers' learning styles/needs or actively engage them in learning. The coach inconsistently implements or assists teachers in utilizing district created assessments.	Instructional materials and resources are aligned to the instructional purposes and are appropriate for students'/teachers' learning styles and needs actively engaging students.. The coach implements and assists teachers in utilizing district created assessments.	Instructional materials and resources are aligned to instructional purposes, are varied and appropriate to ability levels of students/teachers, and actively engage them in ownership of their learning. The coach implements and assists teachers in utilizing assessments, including district created assessment. The coach creates, manages, and expands uses of these tools.
Evidence Examples: Pre-conference, Observation, Handouts, mClass				
CLASSROOM ENVIRONMENT (Standard 1: Students/Teachers; Standard 5: Learning Environment; Standard 6: Collaboration and Communication) **Coach as teacher in the classroom instructing students.**	There is little or no evidence of a positive rapport between the coach and students/teachers. For example, the coach may respond disrespectfully to students or ignore their questions or comments. The coach creates a learning environment that allows for little or no communication with families. The coach does not help organize or participate in family engagement activities.	The coach is fair in treatment of students/teachers and establishes a basic rapport with them.. For example, the coach addresses student/teacher questions or comments but does not inquire about their overall well-being. The coach welcomes communication from families and replies in a timely manner. The coach organizes and minimally participates in family engagement activities.	The coach has positive rapport with students/teachers and demonstrates respect for and interest in all students/teachers. For example, the coach makes eye contact and connects with individual students. The coach engages in communication (when appropriate) with families, which contribute to student learning and development. The coach organizes and attends family engagement activities.	The coach has positive rapport with students/teachers and demonstrates respect for and interest in all students'/teachers' experiences, thoughts and opinions. For example, the coach responds quietly, individually, and sensitively to student confusion and distress. The coach engages in communication (when appropriate) with families, which contribute to student learning and development. The coach organizes and facilitates family engagement activities.

Evidence Examples: Student work, Coach log, Observations, Surveys, Literacy Night, Open House, Newsletters				

INSTRUCTION AND ASSESSMENT				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment)	The coach does not routinely use assessments to measure student/teacher mastery.	The coach uses assessments to measure student/teacher mastery, but may not differentiate instruction based on this information.	The coach uses assessment data to identify students'/teachers' strengths and needs, and modifies and differentiates instruction accordingly, although the coach may not be able to anticipate learning obstacles..	The coach uses assessment data to identify students'/teachers' 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 coach rarely or never checks the students'/teachers' understanding of content. The coach fails to make adjustments in response to student/teacher confusion.	The coach inconsistently checks for students/teachers understanding and makes attempts to adjust instruction accordingly, but these adjustments may cause additional confusion.	The coach checks for understanding at key moments and makes adjustments to instruction. The coach responds to student/teacher misunderstandings by providing additional clarification.	The coach continually checks for understanding and makes adjustments accordingly. When an explanation is not effectively leading students/teachers to understand the content, the coach adjusts quickly dn seamlessly within the lesson and uses an alternative way to explain the concept.
	The coach persists in using a particular strategy for responding to misunderstandings, even when data suggest the approach is not succeeding.	The coach gathers and uses data from a few sources to choose appropriate instructional strategies for groups of students/teachers..	The coach gathers and uses student/teacher data from a variety of sources to choose and implement appropriate instructional strategies for groups of students/teachers..	The coach gathers and uses student/teacher data from a variety of sources and appropriately adapts instructional strategies and materials and paces learning activities to meet the needs of individual students/teachers..
	The coach does not provide students with feedback about their learning.	The coach provides occasional or limited feedback about student/teacher progress..	The coach provides substantive, specific, and timely feedback of student/teacher progress to teachers, administrators, students, and families while maintaining confidentiality.	The coach provides substantive, specific, and timely feedback to teachers, administrators, students, and families. The coach provides the opportunity for students/teachers to engage in self-assessment and show awareness of their own strengths and weaknesses. The coach uses

				students/teachers assessment results to reflect on his or her own teachers and to monitor teaching strategies and behaviors in relation to student success.
Evidence Examples: TBTs, Student grouping, Self-Assessments, Student Progress				

PROFESSIONALISM				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication; Standard 7: Professional Responsibility and Growth)	The coach fails to communicate clearly with students/teachers and families or collaborate effectively with professional colleagues.	The coach 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 coach effective communication strategies with students/teachers and families and works effectively with colleagues to examine problems of practice, analyze student work, and identify targeted strategies.	The coach communicates effectively with students/teachers, families, and colleagues. The coach 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 coach fails to understand and follow regulations, policies, and agreements.	The coach understands and follows district policies and state and federal regulations at a minimal level.	The coach meets ethical and professional responsibilities with integrity and honesty. The coach models and upholds district policies and state and federal regulations.	The coach meets ethical and professional responsibilities and helps colleagues access and interpret laws and policies and understand their implications in the classroom.
	The coach fails to demonstrate evidence of an ability to accurately self-assess performance and to appropriately identify areas for professional development.	The coach identifies strengths and areas for growth to develop and implement targeted goals for professional growth.	The coach sets data-based short- and long- term professional goals and takes action to meet those goals.	The coach sets and regularly modifies short- and long- term professional goals based on self-assessment and analysis of student/teacher learning evidence.
Evidence Examples: Emails, Agendas, Newsletters, Schedules				

Sidney City Schools
750 S. Fourth Avenue
937-497-2200

Sick Leave Bank Request Application

Date of Application _____ Best contact # _____

Name _____
First MI Last

Home Address _____
Street City State Zip

Position/Title _____ Supervisor _____

Have you previously used the Sick Leave Bank? ☐ Yes ☐ No

If "Yes", what were the date(s) and reason(s) of previous use? _____

_____

(1) My emergency illness or injury is: _____

(2) My first absence due to this condition was on: _____

(3) Is this a work related injury or illness? ☐ Yes ☐ No

(4) Are you currently receiving or approved for disability or a medical leave of absence? ☐ Yes ☐ No

If "Yes", what is the effective date? _____

If "No", have you applied for disability or a medical leave of absence? ☐ Yes ☐ No

(5) Are you currently working at other employment? ☐ Yes ☐ No

(6) Date on which you will run out of leave (sick, personal, etc.) _____

(7) Number of days requested from Sick Leave Bank (no more than 30 per contract year) _____

I specifically acknowledge and agree that the granting of days from the Sick Leave Bank shall be the sole discretion of the Sick Leave Bank Committee. All decisions of the Sick Leave Bank Committee will be final and binding and not subject to grievance. I further agree to abide by such decision and to indemnify and hold harmless the Sidney City School District, the Sidney Teachers Association, the Sick Leave Bank Committee, and all other agents for any loss they may sustain as a result of any claim or legal proceeding I may bring against any of them with respect to a decision made by any of them concerning this application.

_____ _____
Signature of Employee or Legal Representative Date

Must be submitted with physician's statement

Sick Leave Bank Determination
(To be completed by Sick Leave Bank Committee within 10 days of submission)

Request approved? ☐ Yes ☐ No Date _____

Number of days approved _____ Effective Dates _____

Comments _____

_____

Signature of Sick Leave Bank Administrator _____

Sick Leave Bank Committee Amy Baldauf, Polly Kemper, Brooke Gessler, Matt Norviel

Appendix D

Sidney City Schools
APPLICATION FOR ASSAULT LEAVE

1. Description of the assault incident.
   (Include date, approximate time, location, and name of witness(s).
   _____
   _____
   _____
   _____
   _____
   _____
   _____
   _____
   _____
   _____

2. Attach a copy of the physicians' certificate. The certificate must state the nature and duration of the disability and the necessity of absence.

3. Have you filed criminal prosecution *against* the person or persons involved?

   No _____ Yes _____ (If yes, date of filing _____)

Submitted by: _____ Date: _____
(Name of staff member)

Received by: _____ Date: _____
(Superintendent or designee)

Approved: _____ Disapproved: _____

By: _____ Date: _____

Certification of Health Care Provider for Employee's Serious Health Condition (Family and Medical Leave Act)

U.S. Department of Labor
Wage and Hour Division

DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR; RETURN TO THE PATIENT

OMB Control Number: 1235-0003
Expires: 5/31/2018

SECTION I: For Completion by the EMPLOYER

INSTRUCTIONS to the EMPLOYER: The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave due to a serious health condition to submit a medical certification issued by the employee's health care provider. Please complete Section I before giving this form to your employee. Your response is voluntary. While you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308. Employers must generally maintain records and documents relating to medical certifications, recertifications, or medical histories of employees created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination Act applies.

Employer name and contact: Sidney City Schools / Lisa Beigel @ (937) 497-2200 phone / (937) 497-2211 fax

Employee's job title: _____ Regular work schedule: _____

Employee's essential job functions: See attached form.

_____

Check if job description is attached: ✓

SECTION II: For Completion by the EMPLOYEE

INSTRUCTIONS to the EMPLOYEE: Please complete Section II before giving this form to your medical provider. The FMLA permits an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to your own serious health condition. If requested by your employer, your response is required to obtain or retain the benefit of FMLA protections. 29 U.S.C. §§ 2613, 2614(c)(3). Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA request. 29 C.F.R. § 825.313. Your employer must give you at least 15 calendar days to return this form. 29 C.F.R. § 825.305(b).

Your name: _____
First Middle Last

SECTION III: For Completion by the HEALTH CARE PROVIDER

INSTRUCTIONS to the HEALTH CARE PROVIDER: Your patient has requested leave under the FMLA. Answer, fully and completely, all applicable parts. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the employee is seeking leave. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), genetic services, as defined in 29 C.F.R. § 1635.3(e), or the manifestation of disease or disorder in the employee's family members, 29 C.F.R. § 1635.3(b). Please be sure to sign the form on the last page.

Provider's name and business address: _____

Type of practice / Medical specialty: _____

Telephone: (_____)_____ Fax:(_____)_____

PART A: MEDICAL FACTS

1. Approximate date condition commenced: _____

   Probable duration of condition: _____

   Mark below as applicable:
   Was the patient admitted for an overnight stay in a hospital, hospice, or residential medical care facility?
   ___No ___Yes. If so, dates of admission:

   _____

   Date(s) you treated the patient for condition:

   _____

   Will the patient need to have treatment visits at least twice per year due to the condition? ___No ___ Yes.

   Was medication, other than over-the-counter medication, prescribed? ___No ___Yes.

   Was the patient referred to other health care provider(s) for evaluation or treatment (e.g., physical therapist)?
   ____No ____Yes. If so, state the nature of such treatments and expected duration of treatment:

   _____

2. Is the medical condition pregnancy? ___No ___Yes. If so, expected delivery date: _____

3. Use the information provided by the employer in Section I to answer this question. If the employer fails to provide a list of the employee's essential functions or a job description, answer these questions based upon the employee's own description of his/her job functions.

   Is the employee unable to perform any of his/her job functions due to the condition: ____ No ____ Yes.

   If so, identify the job functions the employee is unable to perform:

   _____

4. Describe other relevant medical facts, if any, related to the condition for which the employee seeks leave (such medical facts may include symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment):

   _____

   _____

   _____

   _____

   _____

   _____

   _____

PART B: AMOUNT OF LEAVE NEEDED

5. Will the employee be incapacitated for a single continuous period of time due to his/her medical condition, including any time for treatment and recovery? ___No ___Yes.

   If so, estimate the beginning and ending dates for the period of incapacity: _____

6. Will the employee need to attend follow-up treatment appointments or work part-time or on a reduced schedule because of the employee's medical condition? ___No ___Yes.

   If so, are the treatments or the reduced number of hours of work medically necessary?
   ___No ___Yes.

   Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period:

   _____

   Estimate the part-time or reduced work schedule the employee needs, if any:

   _____ hour(s) per day; _____ days per week from _____ through _____

7. Will the condition cause episodic flare-ups periodically preventing the employee from performing his/her job functions? ____No ____Yes.

   Is it medically necessary for the employee to be absent from work during the flare-ups?
   ____ No ____ Yes. If so, explain:

   _____

   _____

   Based upon the patient's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next 6 months (e.g., 1 episode every 3 months lasting 1-2 days):

Frequency : _____ times per _____ week(s) _____ month(s)

Duration: _____ hours or ___ day(s) per episode

ADDITIONAL INFORMATION: IDENTIFY QUESTION NUMBER WITH YOUR ADDITIONAL ANSWER.

_____

_____

_____

_____

_____

_____

Signature of Health Care Provider **Date**

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 20 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Ave., NW, Washington, DC 20210. **DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR; RETURN TO THE PATIENT.**