
MASTER CONTRACT

between the

**SHEFFIELD-SHEFFIELD LAKE
CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

and the

**SHEFFIELD-SHEFFIELD LAKE
TEACHERS ASSOCIATION**

March 28, 2011 through March 27, 2014

TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
I	RECOGNITION	1
II	COLLECTIVE BARGAINING.....	1
III	TEACHERS' RIGHTS	2
	A. Orientation for New Teachers.....	2
	B. Personnel Files	2
	C. Reimbursement for Itinerants	3
	D. After Hour School Functions.....	3
	E. Teacher Discipline or Reprimand	3
	F. Use of Telephones.....	3
	G. Complaints from Public	3
	H. Policies of the Board of Education	4
	I. Safe Working Conditions.....	4
	J. Staff Facilities	5
IV	ASSOCIATION RIGHTS AND PRIVILEGES	5
	A. Use of School Buildings by the Association.....	5
	B. Use of Equipment	5
	C. Bulletin Board Usage.....	5
	D. Mail Box Service	5
	E. Use of Mail Carrier	6
	F. Time and Faculty Meetings	6
	G. School Board Agenda	6
	H. New Teacher Orientation.....	6
	I. Continuing Membership	6
	J. Joint Administrative/Association Meetings.....	7
	K. No Reprisals.....	7
	L. Right of Access for Association President or Designee	7
	M. Printing and Providing Copies of the Contract	7
	N. Fair Share Fee	8
	O. Release Time for President	9
	P. Use of the Buildings Public Address System	9

<u>Article</u>		<u>Page</u>
V	EMPLOYMENT PRACTICES	9
A.	Teaching Assignment and Transfer	9
	1. Assignment	10
	2. Voluntary Transfer	10
	3. Involuntary Transfer	11
	4. Bureau of Criminal Investigation Records	11
B.	Assignment of Supplemental Contracts	11
C.	Continuing Contracts	13
D.	Limited Contracts	14
E.	Job Sharing	15
	1. Eligibility	15
	2. Salary and Fringe Benefits	15
	3. Sick Leave/Personal Leave	15
	4. Duty Free Lunch Period/Planning Time	15
	5. Non-Teaching Duties	16
	6. Communications	16
	7. Seniority/Continuing Contracts	16
	8. Reinstatement to Full-Time Service	16
F.	Part-Time Teachers	17
	1. Definition	17
	2. Eligibility	17
	3. Salary and Fringe Benefits	17
	4. Sick Leave/Personal Leave	17
	5. Non-teaching Duties	17
	6. Seniority/Continuing Contracts	18
	7. Establishment of Full-time Service	18
	8. Substituting	18
G.	Experimental Programs	18
VI	LEAVES OF ABSENCE	19
A.	Sick Leave	19
B.	Sick Leave Pool	19
C.	Military Leave	21
D.	Professional Leave	21
E.	Religious Leave	22
F.	Personal Leave	22
G.	Parental Leave	22
	1. Leave Rights	23
	2. Application for Leave	23
	3. Time for Filing Application	23
	4. Insurance and Reinstatement	23

<u>Article</u>	<u>Page</u>
5.	Eligibility to Return to Work or Extended Leave Notification.....24
H.	Exchange Teacher Leave24
I.	Sabbatical Leave24
J.	Legal Duty25
K.	Unpaid Leave of Absence.....25
L.	Jury Duty.....26
M.	Accrued Leave26
N.	Family Medical Leave26
O.	Association Leave.....28
VII	EVALUATION OF TEACHING EFFICIENCY28
VIII	TEACHER AUTHORITY29
A.	Disciplinary Rights29
B.	Gross Misconduct30
C.	Assault and Battery.....30
D.	Academic Freedom31
IX	GRIEVANCE PROCEDURE.....31
A.	Definitions.....31
B.	Purpose.....31
C.	Informal Procedure31
D.	Formal Procedure.....32
1.	Level One: (Administrator’s Level).....32
2.	Level Two: (Superintendent’s Level)32
3.	Level Three: (Board Hearing Level).....33
4.	Level Four: (Arbitration Level)33
E.	Miscellaneous34
X	NONRENEWAL AND TERMINATION OF CONTRACT35
A.	Discharge for Cause.....35
B.	Non-Renewal35
1.	Before Board of Education Action35
2.	Post Board of Education Action35
XI	COMPENSATION36
A.	Salary Payment36
B.	Paychecks.....36

<u>Article</u>		<u>Page</u>
	C. Balances	37
	D. Payroll Deduction	37
	E. Salary Schedule Placement	38
	F. Supplemental Contract Payments	39
	G. Severance Pay	39
	H. Early Retirement	39
	I. Attendance Pay	40
	J. Curriculum Writing	40
	K. District/School Committee Meetings	41
XII	TERMS OF EMPLOYMENT	41
	A. Work Year	41
	B. Work Day	42
	C. Faculty Meetings	44
	D. Absenteeism	44
	E. Class Size and Subject Preparations	44
	F. Conferences	45
	G. Temporary Emergency Building Changes	45
XIII	TEACHER SALARY INDEX AND SALARY SCHEDULES	46
XIV	FRINGE BENEFITS	47
	A. Part-Time Teachers	47
	B. A Summary of Covered Benefits – Comprehensive Major Medical	48
	C. Prescription Drug Benefits	48
	D. Dental Insurance	48
	E. Term Life Insurance	49
	F. Optical Insurance Coverage	49
	G. General Insurance Provisions	49
	H. Legislative Changes – HIPAA Regulations	49
	I. Liability Insurance	50
	J. Insurance Cost Containment Committee	51
	K. Health Benefit Opt-Out Compensation Plan	51
	L. Contributions	51
	M. Hospice Coverage	52
XV	SEVERABILITY CLAUSE	52
XVI	LONG TERM SUBSTITUTES	52

<u>Article</u>		<u>Page</u>
XVII	REDUCTION IN FORCE	53
XVIII	TUITION ASSISTANCE	57
XIX	LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE.....	58
XX	ENTRY YEAR PROGRAM.....	59
XXI	DURATION.....	62
XXII	SIGNATURES.....	63

<u>Appendixes</u>		<u>Page</u>
A	TEACHER REQUEST FOR PERSONAL LEAVE.....	64
B	CLASSROOM OBSERVATION FORM	65
C	TEACHER SUMMATIVE EVALUATION FORM.....	68
D	SALARY INDEX AND SCHEDULES	71
E	SUPPLEMENTAL POSITIONS	73
F	GRIEVANCE REPORT FORM.....	74
G	TUITION REIMBURSEMENT APPLICATION	75

ARTICLE I – RECOGNITION

- A. The Board shall recognize the Sheffield-Sheffield Lake Teachers Association, an OEA/NEA affiliate, as the exclusive representative for the purposes of collective bargaining as defined in Chapter 4117 of the Ohio Revised Code. The bargaining unit shall include all full or part-time certified teaching staff, including all classroom teachers K-12, Special, Vocational, guidance counselors, librarians, full-time substitutes, long-term substitutes, psychologists, tutors, home-school counselors, head teachers, athletic directors (if teacher), curriculum leaders, and other similar certified positions. Excluded from the bargaining unit are the Superintendent, Principals, Assistant Principals, Athletic Director (only if full-time supervisory and hired under administrative contract with §3319.02 O.R.C. certification), Special Education Supervisor and other administrative positions with certification covered under Sections §3319.01 or §3319.02 O.R.C. The Board agrees to inform the Association of available positions in Summer School and, if possible, Driver’s Education.
- B. Except as expressly delineated otherwise herein, the term “days” shall be counted as days on which the Administrative Center is open (as defined in the official school calendar) excluding Saturdays, Sundays, holidays, Christmas and spring break.

ARTICLE II – COLLECTIVE BARGAINING

- A. The Sheffield-Sheffield Lake City School District Board of Education, hereinafter referred to as the “Board”, recognizes the Sheffield-Sheffield Lake Teachers’ Association (OEA/NEA), hereafter referred to as the “Association”, as the sole and exclusive bargaining agent for all certified professional personnel in the school district eligible for membership in the Association.
- B. Either the Association or the Board may initiate negotiations by letter of submission forwarded to the other party one-hundred twenty (120) days prior to expiration of the contract. Within ten (10) working days of transmittal of said submission letter, the parties shall schedule their first negotiation session. At any negotiation session, either party may be represented by no more than six (6) representatives and two (2) observers.
- C. If, by sixty (60) calendar days after the first negotiation session, agreement has not been reached on all items of negotiation or if impasse has been declared, either party may call for the services of the Federal Mediation and Conciliation Service to assist in negotiations. If a party calls for mediation involvement, the other party shall join in a joint request.
- D. The Association President and the negotiating team shall be granted release time to attend all mediation sessions if the mediator decides that they must be scheduled during the school day. The cost of this release time shall be borne by the Board.
- E. The Board and the Association agree that the aforementioned Federal Mediation procedure shall supersede all other dispute settlement procedures contained in O.R.C. §4117.14. For the duration of the Agreement, the Association shall not engage in a strike

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

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

ARTICLE III – TEACHERS’ RIGHTS

A. Orientation for New Teachers

The Board may require new teachers to report for a new teacher orientation day, in addition to the regular 184 day teacher calendar.

B. Personnel Files

1. Each teacher shall have the right to examine and to obtain certified copies of all material contained in his/her personnel files with the exception of confidential references used in conjunction with and prior to his/her employment. The official personnel file is considered to be the file maintained in the central office. The building principal, assistant principal and the Special Education Supervisor may maintain a separate file. These individuals shall not maintain material in their file that is not in the personnel file in the central office. The Administration shall be responsible for certifying that all material included in said files has been copied. The cost of the copies will be charged to the respective personnel. Only one official personnel file shall be maintained for each teacher.
2. All teachers shall receive, at Board expense, a dated copy of all new material placed in their file (positive or negative). These copies shall provide space for the teacher’s signed acknowledgement of receipt. The teacher shall have the right to rebut or provide written comments in response to any information in the file. A teacher shall be notified of any request to review the teacher’s personnel file.
3. If an administrator files a deficiency report against the teacher, said administrator shall be responsible for indicating the necessary corrective action. The teacher may subsequently request that the administrator review his/her performance, and if the administrator believes that appropriate corrective action has been accomplished, the deficiency report shall be removed. Anonymous letters or material shall not be placed in a teacher’s file, nor shall they be made a matter of record. Upon request of a teacher, the Superintendent may remove disciplinary documents from the teacher’s personnel file after six (6) years, provided the teacher has not committed a new infraction within that time period.
4. The teacher shall be permitted to review the contents of the teacher’s file at all reasonable times and may be accompanied by an Association representative.

C. Reimbursement for Itinerants

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

D. After Hour School Functions

With the exception of faculty meetings, the annual Open House, and one (1) evening parent/teacher conference during conference week, teacher participation in after hour functions shall be voluntary.

E. Teacher Discipline or Reprimand

1. No teacher shall be criticized, reprimanded, or disciplined in the presence of anyone except administrative supervisory personnel. This action shall be of a constructive nature.
2. The teacher shall have an opportunity to be accompanied by a representative of his/her choice.
3. The Administration/Board shall make every possible effort to avoid any form of public and/or personal embarrassment of a teacher.

F. Use of Telephones

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

G. Complaints from Public

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

1. Prior to any investigation involving other than administrative personnel, the certified employee shall be informed and given the opportunity to present his/her side.
2. Upon the initiation of the investigation, either the accuser, the certified employee or the administrator may request a meeting of all parties involved. Said meeting is to be arranged at a time convenient to the attendance of all. A resume of the conference will be completed and forwarded to the Superintendent of Schools and the certified employee.

3. Upon completion of the investigation, if the administrator reduces his findings to writing, he shall submit them to the certified employee and allow an opportunity for a written rebuttal to be attached to all copies of this investigation report. If no written findings are issued, the matter shall be considered closed. All materials related to the investigation shall be destroyed and no further reference to the matter shall ever be made.
4. If the certified employee is not satisfied with the written findings of the investigation, he/she shall have the right to appeal to, and have a conference with, the Superintendent.
5. If the certified employee is not satisfied with the results of the Superintendent's appeal, he/she will have the right to an appeal to, and a conference with, the Board of Education.
6. At each level of these meetings, the certified employee may be accompanied by legal counsel and/or representation of his/her choosing. These conferences shall be private.
7. Nothing in this procedure shall be construed to waive any rights conferred under O.R.C. Chapter 1347.

H. Policies of the Board of Education

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

I. Safe Working Conditions

1. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks, which endanger their health or safety. Any employee shall report such a condition to the Superintendent or his designee, who shall conduct an investigation and determine whether or not such a condition exists.
2. If the employee(s) disagree with the results of the Superintendent's investigation, then the employee(s) have the right to request through the Superintendent or designee who shall immediately call an outside agency of appropriate jurisdiction to determine whether unsafe or hazardous conditions exist. If this agency determines that unsafe or hazardous conditions exist, then the Superintendent shall take the appropriate action to assure the safety of all persons. Any employee affected by these unsafe or hazardous conditions shall be reimbursed and made whole for any loss in pay, benefits or leave days.
3. When buildings are closed because of emergencies, unsafe or hazardous conditions, employees shall suffer no loss in pay. However, if the school days must be made up due to State requirements, employees may be required to work up to five (5) other days under a revised school calendar without receiving any

additional compensation unless State legislation is passed to forgive these make-up days.

4. Other facility concerns should be addressed under Article IV, F and/or J.

J. Staff Facilities

1. Each building will have a designated parking area for all teachers.
2. Itinerant teachers will have a designated lockable place for storage and organization of personal and classroom materials.

ARTICLE IV – ASSOCIATION RIGHTS AND PRIVILEGES

A. Use of School Buildings by the Association

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

B. Use of Equipment

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

C. Bulletin Board Usage

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

D. Mail Box Service

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

E. Use of Mail Carrier

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

F. Time and Faculty Meetings

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

The SSLTA building representatives shall meet prior to the faculty meeting with the building principal in order to set the agenda.

G. School Board Agenda

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

H. New Teacher Orientation

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

I. Continuing Membership

1. When a teacher's Association membership continues automatically from year to year, the Treasurer shall honor a single written authorization from that teacher for payroll deduction of professional dues, unless and until that authorization is revoked by the teacher, in writing, prior to October 1, of a given membership year.
2. On or before October 1st of each school year, the Association shall provide the Treasurer with an alphabetized list of members and amounts per person with signed authorization forms attached, for new members and non-continuing members. Payroll deductions for dues in the Association shall be made in twenty (20) consecutive equal payments beginning with the second pay period of October.

J. Joint Administrative/Association Meetings

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

The LMC shall consist of the SSLTA President or designee and two (2) SSLTA members, appointed by the SSLTA president and two (2) administrators, appointed by the Superintendent, and the Superintendent or designee.

The SSLTA President or designee and the Superintendent or designee shall jointly prepare a tentative agenda for each meeting. These meetings shall not be utilized for purposes of negotiations nor the adjudication of grievance. Prior to placement on the agenda, an issue affecting one specific building must first be discussed with the building principal in an effort to resolve the issue.

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

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

K. No Reprisals

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

L. Right of Access for Association President or Designee

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

M. Printing and Providing Copies of the Contract

The administration will provide a copy of this contract to all professional staff members at the time of this Agreement, or at the time of employment, whichever shall occur later.

N. Fair Share Fee

1. The Board agrees to automatic payroll deduction, as a condition of employment, of a fair share fee amount as designated by the Association from all bargaining unit members who elect not to become members of the Association, or who elect not to remain members.
2. The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the check-off of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual membership dues less the amount previously paid through payroll deduction.
3. Payroll deduction of such fair share fee shall commence with the first payroll on or after January 15th of each school year.
4. Dues rates and fair share fee rates shall be transmitted by the Association to the Treasurer of the Board for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.
5. The Board further agrees to accompany each such transmittal with a list of names of bargaining unit members for whom all such deductions were made, the period covered, and the amounts deducted for each.
6. Upon timely demand, non-members may appeal to the Association the payment of the fair share fee pursuant to the internal rebate procedure adopted by the Association, or such non-members may submit each appeal as provided by law.
7. The amount to be deducted from the pay of all non-Association members shall be the total dues as paid by members of the Association, and such deductions shall continue through the remaining number of payroll periods over which Association membership dues are deducted.
8. The Association agrees to indemnify the Board for any cost of liability incurred as a result of the implementation and enforcement of this provision provided that:
 - a. The Board shall give a ten (10) day written notice of any claim or action filed against the employer by a non-member for which indemnification may be claimed;
 - b. The Association shall reserve the right to designate counsel to represent and defend the employer;
 - c. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file

an *amicus curiae* brief in the action;

- d. The action brought against the Board must be a direct consequence of the Board's good faith compliance with the fair share fee provision of the collective bargaining agreement herein; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.
9. The above fair share fee provisions shall be an exclusive right of the Association not granted to any other employee organization seeking to represent employees in the bargaining unit represented by the Association.
10. The Association and its state and national affiliates shall amend their internal rebate procedures to comply with the constitutional requirements of the current law and any subsequent decisions of a court of competent jurisdiction.

O. Release Time for President

1. Upon sixty (60) calendar days notice to the Board, the Association shall be granted, upon request, released time for the Association President for one period of his/her school day to conduct Association business. As a condition of the granting of this released time, the Association shall reimburse the Board on a monthly basis for a prorated portion of the salary and retirement of the Association President. The scheduling of the released time shall be upon mutual agreement of the Association President and his/her building principal.
2. The President of the Association shall accrue all rights and privileges provided by this contract and shall receive payroll checks by inter-school mail. At the commencement of the semester following the expiration of the released time, the President of the Association will be returned to the same position held prior to the commencing of released time.

P. Use of the Buildings Public Address System

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

ARTICLE V – EMPLOYMENT PRACTICES

A. Teaching Assignment and Transfer

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

1. Assignment

By July 1st, each teacher will receive a written contract and/or salary notice, as well as his/her tentative building and/or grade level assignment.

2. Voluntary Transfer

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

b. Posting of Vacancies

All vacant or newly created positions, including supplementary assignments, shall be posted for a period of not less than ten (10) working days prior to Board action, during the school year only. Openings shall be posted in a prominent place, frequented by teachers, in each building. During the summer, all members of the bargaining unit will be notified of vacancies by e-mail, or if the teacher does not have e-mail access, then through mailings, by depositing the same in the U.S. Mail at least seven (7) working days prior to Board action. A copy of all vacancy postings will be forwarded to the President of the Association. Summer posting requirements may be waived or rescinded due to time constraints if mutually agreed upon by the Superintendent and the President of the Association.

c. Application Procedures

All members of the bargaining unit shall have the opportunity to apply, and be considered for vacant or newly created positions. Individuals who wish to be considered for a vacancy must formally apply, in writing, by the application deadline. Formal written application must be made within ten (10) days of receipt of notification.

d. District Wide Seniority

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

3. *Involuntary Transfer*

- a. If, due to a reduction in force, it becomes necessary to transfer a teacher from one assignment to another, that transfer will first be made on a voluntary basis. If a properly certified volunteer is not available, then district-wide seniority within the grade level or special area will be used as the basis of the transfer.
- b. Involuntary transfers for any reason other than a RIF shall be limited to Two (2) teachers per school year.
- b. A teacher, who is involuntarily transferred, regardless of the reason, will continue to have the right to apply for new or vacant positions as they occur. A teacher who is transferred because a position was closed may request to return to that position should it reopen.
- c. Teachers will not be involuntarily transferred from one position to another without first having an opportunity for a conference with the Superintendent, and being notified in writing at the earliest possible time before the effective date of the transfer.
- d. Teachers who are involuntarily transferred may be excused from the first in-service day upon approval of the Superintendent.

4. *Bureau of Criminal Investigation Records*

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

B. *Assignment of Supplemental Contracts*

1. By April 30th of each calendar year, the administrative office shall send teacher intent forms, which shall provide an area for teachers to indicate their desire to be considered for specific supplemental contract(s), which shall be issued for duties in addition to regular teaching duties. When the Board updates a listing of supplemental contracts/assignments, a copy shall be given to the Association.
2. Notification of any vacancy for supplemental contracts shall be posted in all school buildings and sent to those teachers who have indicated on their intent forms, their desire to be considered for that supplemental contract. The notification shall include the qualifications and compensation for the position.

3. Such notification shall be posted for at least ten (10) days prior to the Board acting to fill said vacancy.
4. Formal application must be made by the teacher within the ten (10) days of the written notification having been sent. All teachers shall receive a listing of all unfilled supplemental positions in their summer paychecks, and new teachers at the time of their employment.
5. After the creation of a new supplemental position, the Association and the administration shall meet, discuss job description and salary.
6. An effort shall be made to assign people to supplemental contracts, which occur in the same buildings as their regular teaching assignment. However, this shall be the least important consideration for assignment.
7. No certified personnel shall be terminated, non-renewed, reduced in rank or denied other supplemental positions for refusing to accept (a) specific supplemental assignment(s).
8. The Board shall provide to the teacher written notice of its intent to non-renew the teacher's supplemental contract ten (10) days prior to the Board's action to non-renew the contract. Failure of the Board to provide timely notice of its intent to non-renew or to act in a timely manner on the non-renewal of a supplementary contract shall result in the automatic renewal of the contract. Contracts shall be non-renewed by April 30 except spring supplemental contracts, which shall be nonrenewed by June 30. Spring supplementals will include: Drama, Baseball, Softball and Track.

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

9. The Board shall have the authority to create and/or alter positions under this Article. If a new position is created and/or altered, the Board shall negotiate with the SSLTA covering the rate of compensation.
10. The Board has the right to determine which supplementary positions need to be filled.
11. All supplemental contracts held by individuals not employed as bargaining unit members and all supplemental contracts whose duties are not completed by April 30th shall expire on the date listed on the contract, but the supplemental contracts of non-certified persons may be re-offered to them without first offering the contracts to licensed teachers inside or outside of the District.
12. Supplemental Contract Committee
 - a. The Supplemental Contract Committee's purpose is to study and review issues related to supplemental positions and to recommend changes for

consideration by the Board and Association.

- b. The membership of this committee shall include four (4) teachers (one per instructional level) and up to four (4) Administrators (one per instructional level).
- c. The committee will be co-chaired by one (1) Administrator and one (1) representative of the Association. The committee shall meet at least once each semester or upon request of either the Administration or the Association.
- d. Members of the committee who attend a minimum of five (5) meetings during the year and who have notified the committee of any meeting they cannot attend shall receive one day of compensatory time to be taken as a release day in ½ day increments which can be taken at the members' discretion.

C. Continuing Contracts

- 1. Teachers eligible for continuing service status in any school district shall be those teachers qualified as to the state's old standards (professional, permanent or life certificate) or new standards (professional educator license), who within the last five (5) years taught for at least three (3) years in the district, and those teachers who, having attained continuing status elsewhere, have served two (2) years in the district, but the Board of Education, upon the recommendation of the Superintendent of Schools, may at the time of employment or at any time within such two year period, declare any of the latter teachers eligible. In addition to the certification/licensure requirement for eligibility, such teachers must meet one of two educational requirements: If the teacher did not hold a Masters degree at the time of certification/licensure issuance then the teacher needs to have successfully completed thirty (30) semester hours of course work in the area of certification/licensure since issuance of his/her certificate/license. If the teacher did hold a Master degree at the time of certification/licensure issuance then the teacher needs to have successfully completed six (6) semester hours of course work in the area of certification/licensure since issuance of his/her certificate/license.
- 2. Upon the recommendation of the Superintendent that a teacher eligible for continuing service status be re-employed, a continuing contract shall be entered into between the Board and such teacher unless the Board, by a three-fourths vote of its full membership, rejects the recommendation of the Superintendent. The Superintendent may recommend re-employment of such teacher, if continuing service status has not previously been attained elsewhere, under a limited contract for not to exceed two (2) years provided that written notice of the intention to make such recommendation has been given to the teacher with reasons directed at the professional improvement of the teacher on or before the thirtieth (30th) day of April, and providing that written notice from the Board of Education of its action on the Superintendent's recommendation has been given to the teacher on or

before the thirtieth (30th) day of April, but upon subsequent re-employment only a continuing contract may be entered into.

3. If the Board of Education does not give such teacher written notice of its action on the Superintendent's recommendation of a limited contract for not to exceed two (2) years before the thirtieth (30th) day of April, such teacher is deemed re-employed under a continuing contract at the same salary plus any increment provided by the salary schedule. Such teacher is presumed to have accepted employment under such continuing contract unless he notifies the Board in writing to the contrary on or before the first day of June, and a continuing contract shall be executed accordingly.
4. A teacher eligible for continuing contract status employed under an additional limited contract for not to exceed two (2) years pursuant to written notice for the Superintendent of his intention to make such recommendation, is, at the expiration of such limited contract, deemed re-employed under a continuing contract at the same salary plus any increment granted by the salary schedule, unless the employing Board, acting on the Superintendent's recommendation as to whether or not the teacher should be re-employed, gives such teacher written notice of its intention not to re-employ him on or before the thirtieth (30th) day of April.
5. Should a teacher attain certification/licensure and education eligibility requirements for continuing service status for a school year prior to the last year of his/her multi-year limited contract, then he/she may exercise the option of applying for continuing service status. Such a teacher who exercises this option must give written notification to his/her building principal no later than September 15 in the year of requesting the continuing service status.
6. Such a teacher is presumed to have accepted employment under such continuing contract unless he notifies the Board in writing to the contrary on or before the first day of June, and a continuing contract shall be executed accordingly.
7. Nothing in this section shall restrict the right of a teacher to submit a resignation on or before July 10th, and have the written resignation accepted by the Board.

D. Limited Contracts

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

1. Teachers with less than three (3) years experience in the Sheffield-Sheffield Lake School System will receive a maximum of one (1) year re-employment.
2. Teachers with satisfactory evaluations and minimum of three (3) years successful performance in the Sheffield-Sheffield Lake School System will receive a two (2) year limited contract. Upon completion of the two (2) year limited contract satisfactory evaluations, the teacher will receive a three (3) year limited contract.

3. Any teacher with less than satisfactory performance may be non-renewed or receive a maximum of one (1) year probationary contract.
4. Nothing in the foregoing section shall be construed to limit the Board from deviating from such guidelines or placing any restrictions upon them to employ any individual for any period of time.

E. Job Sharing

1. Eligibility

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

2. Salary and Fringe Benefits

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

3. Sick Leave/Personal Leave

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

4. Duty Free Lunch Period/Planning Time

Duty Free lunch and planning time will be determined on an individual basis in cooperation with the building administrator(s) and job share teachers. In order to

assure adequate instructional time, planning time will be divided as evenly as possible. This will be included in the plan.

5. *Non-Teaching Duties*

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

6. *Communications*

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

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

7. *Seniority/Continuing Contracts*

- a. Job sharing teachers, unless initially employed as a part-time teacher to complete a job sharing team, will be considered to be on partial leave of absence from the school system. Such teachers will, therefore, maintain their seniority and/or continuing contract status.
- b. For seniority purposes, all regular contract (not long-term substitute) teachers employed in a job share position will receive a half-year of school district service credit. They will be considered less senior to any full-time teacher. Further, they will not be eligible for a continuing contract until they work at least two (2) years for the district on a full-time basis and meet the requirements of O.R.C. §3319.11.

8. *Reinstatement to Full-Time Service*

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

F. Part-time Teachers

1. Definition

A “part-time” teacher is a member of the bargaining unit represented by the Association who is regularly employed by the Board for a period of service less than the full work day specified in the Master Agreement.

2. Eligibility

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

3. Salary and Fringe Benefits

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

- a. A part-time high school teacher shall receive pay based on the following formula: classes and assignments divided by the total class periods.
- b. A part-time middle school teacher shall receive one-sixth (1/6) of his/her appropriate salary schedule placement for each period assigned instruction and/or duty.
- c. An elementary part-time teacher shall be paid a percentage of his/her appropriate salary schedule placement calculated by dividing his/her assigned instruction and/or duty minutes by three hundred forty-five (345) minutes (i.e., the total elementary instructional time).
- d. Such teachers may elect to purchase health and life insurance through the Board’s group plans with the Board paying a prorated amount of each part-time teacher’s insurance premiums, not to be less than 50%. Pro-ration for insurance purposes shall be identical to pro-ration for salary.

4. Sick Leave/Personal Leave

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

5. Non-teaching Duties

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

6. *Seniority/Continuing Contract*

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

7. *Establishment of Full-time Service*

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

8. *Substituting*

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

G. *Experimental Programs*

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

ARTICLE VI – LEAVES OF ABSENCE

A. Sick Leave

1. Each certified employee shall be entitled to fifteen (15) days of sick leave for each year under contract. These days shall be earned at the rate of one and one fourth ($1 \frac{1}{4}$) days per month and shall be cumulative. Sick leave, upon approval of the responsible administrative officer of the District, may be used for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others and for family injuries, hospital confinement and/or death in the immediate family. Immediate family is interpreted to include father, mother, brother, sister, husband, wife, child, grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, stepchildren, stepparents, step-siblings, and in those cases where a dependent relationship exists and the person resides in the same household as the employee. In the case of death this definition shall be expanded to include the “immediate family” of the spouse. Part-time seasonal, intermittent, per diem or hourly service employees shall be entitled to sick leave for the time actually worked at the same rate as that granted like full-time employees.
2. Five (5) sick leave days shall be advanced to each teacher annually. This advanced sick leave shall be charged against the teacher’s accumulative sick leave.
3. When an emergency arises and a teacher must leave school, the time absent from school shall be counted against the teacher’s sick leave in $\frac{1}{2}$ day units.
4. In cases of illness or death in the immediate family, the teacher shall have the option of using sick leave or personal leave.

B. Sick Leave Pool

1. Once a teacher exhausts all of his/her accumulated sick, accrued, personal and comp leave, because of a catastrophic accident or illness, he/she may apply for additional sick leave days as described in this provision. This provision applies to, and can only be used for, current actively employed teachers and is not to be used for care of an immediate family member.
2. To qualify for such additional leave a teacher must do the following:
 - a. Exhaust all available paid leave (i.e., sick, accrued, personal and comp);
 - b. Exhaustion of regular leaves must have been due to absence resulting from a teacher’s catastrophic accident or illness which is life threatening and/or terminal;

- c. Provide to the Board, if requested and as permitted by law, documentation from the provider of health services a statement of a real threat of life and/or terminal illness for which the teacher is absent from work;
 - d. Provide to the Superintendent a signed waiver granting all pertinent medical records.
- 3. The granting of additional days and the procedures in this provision shall be the responsibility of the Superintendent whose decision shall be final with no right of appeal.
- 4. There shall be a limitation on the transfer of days to a recipient or from a donor as listed below:
 - a. A recipient shall be limited to receiving twenty (20) days of additional leave per contractual year.
 - i. Days received shall be limited to the cap above or the days available in the pool, whichever is less.
 - ii. The recipient must donate the number of days received back into the pool once he/she has reached five (5) days of earned accumulated sick days after returning to work.
 - iii. Any severance days are to be earned accumulated sick days once the received days have already been donated back to the pool.
 - b. A donor of days to the pool has the following limitations:
 - i. The donor must have a minimum of thirty (30) accumulated sick leave days before he/she can contribute.
 - ii. The donor can contribute no more than five (5) days per school year.
 - iii. Days donated cannot be returned to the donor once he/she has donated them.
 - iv. The donation of days shall be subtracted from the 125 days needed for Accrued Leave in Article VI (L).
 - c. There shall be a cap of twenty (20) days available in the pool by doing the following:
 - i. At the beginning of each school year teachers will be asked to contribute to the pool until September 30.

- ii. If during the school year the number of available pool days is reduced to ten (10) days, a notice shall immediately be sent to all teachers to allow them to contribute more days. The time to contribute shall close ten (10) work days after the notice of the need to replenish days was sent.
- iii. Twenty (20) days left in the pool from the previous school year shall remain in the pool for the subsequent school year.

C. Military Leave

- 1. If a teacher is a member of the Ohio National Guard, or any other reserve component of the United States Armed Forces, and is called for temporary active duty, he/she is entitled to a leave with full pay for the period or periods not to exceed thirty-one (31) days per contract year, but said person will not accumulate sick leave or vacation leave during this period in accordance with O.R.C. §5923.05.
- 2. If the teacher is involuntarily ordered to extend active duty in the military service, the teacher shall be granted military leave without salary for the duration of such service. Upon release from the military and upon application, the teacher shall be re-employed at the start of the next school semester, if such application is made not less than thirty (30) days prior to the start of the next school semester. The Board may waive the thirty (30) day requirement.
- 3. Persons employed to replace an employee on military leave must be employed with this understanding.

D. Professional Leave

- 1. Professional leave is that leave granted a teacher to attend a conference, workshop or other professional meeting which may contribute to the teacher's professional growth. Teachers have the right to visit another school system or other classes within the Sheffield-Sheffield Lake System under this leave.
- 2. The teacher shall submit a request for professional leave on the appropriate form to the Superintendent's office no less than two (2) school days before the date of the Board meeting immediately prior to the date of the requested leave. The Superintendent or his appointed designee shall notify the teacher, in writing, of the Board's decision of the requested leave within two (2) days after the Board's decision. When the proper forms have been filed and approved by the Board, they will be forwarded to the Treasurer for payment. In cases where the event notification and event scheduling occur between regularly scheduled Board meetings, the Superintendent shall have the option to approve the leave.

3. Under extenuating circumstances, the fifteen (15) day period may be waived by contacting the Superintendent or the person specifically designated by him to handle this problem in cases where he is not available, directly by phone or in person to request approval.

E. Religious Leave

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

F. Personal Leave

1. All certified teachers shall be granted three (3) days of personal leave. These days shall be non-accumulative and shall be granted for personal business that cannot be scheduled outside the regular school day, and shall not be used to extend the vacation period, excepting in extenuating circumstances as approved by the Superintendent or his designee. The personal leave provision of this Contract shall be applicable to teacher year as opposed to calendar year.
2. An employee statement to this effect shall be considered sufficient to warrant granting of personal leave. Written notification of the teacher's intent to use personal leave shall be submitted through the building principal to the Superintendent of Schools three (3) days prior to the beginning of the leave. (See Appendix A.)
3. When an emergency arises, the three (3) days notice requirement shall be waived for the first such request provided that such request is made one (1) hour prior to the normal employee starting time. For subsequent emergencies, the three days notice requirement may be waived by the Superintendent of Schools, or if he cannot be reached, by the building principal. In all instances, a teacher must make such a request and receive the waiver prior to any absence.
4. Falsification of personal leave shall be considered reason for termination of contract.
5. The Superintendent in the event of extenuating circumstances may grant additional days of personal leave.
6. Personal leave shall not be used for any of the following reasons: to work at another job or to shop.

G. Parental Leave

Any teacher, who is pregnant or adopting a child less than one year of age shall be, at his/her request and on the conditions set forth below, granted a maternity leave of absence without pay.

1. *Leave Rights*

The parental leave shall begin at any time between (a) the commencement of pregnancy or, in the event of adoption, the receipt of custody; and (b) six (6) months after the child is born or adopted. Such leave shall be for any period up to one (1) school year, but shall be extended for up to one (1) additional school year at the request of the teacher.

2. *Application for Leave*

- a. Application for parental leave shall be in writing, and shall contain a statement of the expected date of birth, or in the case of adoption, the date of obtaining custody, the date on which the parental leave is to commence and the date the teacher anticipates return to service. Such return date shall be at the beginning of a grading period unless otherwise mutually agreed to by the Superintendent and the teacher.
- b. Should a teacher elect to request an extension of parental leave, that request must be submitted in writing to the Superintendent forty-five (45) days prior to the start of the extension. Such requests shall specify the return date, which shall be at the beginning of a grading period unless otherwise mutually agreed by the Superintendent and the teacher.

3. *Time for Filing Application*

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

4. *Insurance and Reinstatement*

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

5. *Eligibility to Return to Work or Extended Leave Notification*

- a. So that efficient employment practices can be effected, a teacher on parental leave must, prior to June 1st, notify (by letter) the Superintendent of Schools of his/her intention to return, or not to return, or to request an extension of leave. Failure to notify shall be processed as an intent not to return to employment.
- b. This Section (G) does not apply to teachers subject to non-renewal for performance reasons.

H. Exchange Teacher Leave

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

I. Sabbatical Leave

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

1. Teachers approved for sabbatical leave shall be notified no later than June 15th in the year of their application.
2. Teachers on sabbatical leave shall receive a salary equal to the difference between the teacher's regular contract salary and the salary of the teacher employed to replace that teacher.
3. Any teacher to become eligible for leave shall have at least five (5) years' service in the Sheffield-Sheffield Lake School System.
4. A teacher on leave shall be given an employment contract for the year of leave.
5. The teacher shall agree to teach in the Sheffield-Sheffield Lake School District for a period of one (1) year upon returning from leave. Failure to do so will require forfeiture of all pay during leave period.
6. Applicant must provide evidence of a planned and approved program of studies for professional growth.
7. The teacher on leave shall receive all negotiated benefits included in the Master Contract by reimbursing the Board fifty percent (50%) of the total cost of said benefits, with the exception of total salary payment, which is covered in Section 2. A teacher may waive this provision if they desire.

8. The Board will guarantee the teacher on leave his/her same teaching position upon returning from leave if that position is available. If the teacher's previous position is not available, the teacher will be assigned a teaching position for which he/she is certified.
9. The teacher returning from leave will be credited with the appropriate increase in seniority and salary schedule credit within the Sheffield-Sheffield City School District.
10. Any provisions for sabbatical leave which are not covered by the above shall be in conformity with O.R.C. §3319.131.

J. Legal Duty

1. In the event that a certified employee of the Sheffield-Sheffield Lake Schools, not suing the Board is subpoenaed to appear in court as a witness, said employee shall receive full pay for this service. Time taken for this service shall not be charged against sick leave, personal leave and/or accrued leave. Certified employees who are suing the Board or are involved in personal legal action will not be granted legal duty leave for any court time taken during the employee's normal workday. The employee shall use available personal and/or accrued days.
2. The teacher shall be paid the difference between his/her regular daily compensation and the remuneration received for such appearance, if any.
3. Payment will be made only when an employee presents certification from the Court that the employee was called as a witness.

K. Unpaid Leave of Absence

1. Upon written request of a teacher made at least thirty (30) days, if possible, prior to the commencement of the leave, the Board shall grant a leave of absence for a period of not more than two (2) consecutive years for personal or family illness or disability. Upon proof of the existence of an emergency, the Superintendent shall waive the thirty-(30) day notice requirement.
2. During such leave, the teacher shall, upon his/her request, be continued in the existing fringe benefit programs. The cost for this coverage is to be paid by the teacher monthly, in advance to the office of the Treasurer, at the group rate contracted for by the Board.
3. A teacher on an unpaid leave of absence must, prior to June 1st, provide a written notification to the Superintendent of Schools of his/her intention to return or not to return or to request an extension of the leave. Failure to notify shall be processed as an intent not to return to employment and shall be considered a resignation by the employee. Upon return to active service, the teacher shall resume the contract status held prior to such leave. An effort shall be made to reinstate the teacher to the same or similar position, if available.

L. Jury Duty

A teacher summoned to jury duty shall be paid the difference between his/her regular daily compensation and the remuneration received for service as a juror.

M. Accrued Leave

1. A teacher, for each one hundred twenty five (125) days of accumulated but unused sick leave, as of the start of the school year, shall be granted one (1) additional day of bonus leave during that school year with pay. Such leave may be taken without restrictions, except as set forth herein, upon a written request to the Superintendent. This request must be submitted to the Superintendent at least three (3) working days prior to the requested leave date. Upon receipt of the request for the leave, the Superintendent will determine if a substitute is available. If a substitute is not available, the request for this leave will be denied.
2. This leave may not be taken on either the first or the last day of the teacher or student work year, or on a parent/teacher conference day. No more than three (3) teachers may use this leave at any one time. Should more than three (3) teachers request the use of this leave, the date the request was received by the Superintendent, and then, if necessary, District seniority will be used to determine which individuals will be granted leave.
3. A leave under this provision shall not be carried forward from one year to the next.
4. Use of accrued days each year does not forfeit accrued days the next year for the same days of accumulated sick leave.

N. Family Medical Leave

1. In order to be eligible, an employee must have completed 12 months of service to the school district. Family Medical Leave will be without pay, and will run concurrent with all other accumulated leave.
 - a. The maximum allowable leave under this provision shall be twelve (12) weeks during any twelve (12) month period.
 - b. Qualifying use for leave under this provision includes:
 - i. The birth and care of a child (must be used within first 12 months of birth).
 - ii. The adoption and placement of a child in foster care.

- iii. The care of a member of the employee's immediate family as defined in Article VI A., 1 if verified by the health care provider as the care giver.
- iv. The employee's own serious health condition which makes him/her unable to perform his/her job functions.

2. Procedures for the Family Medical Leave

- a. The employee shall apply in writing to the Superintendent or his/her designated representative not later than thirty (30) days prior to the beginning date of the requested leave of absence, if leave request was foreseeable. The written application, requiring the Superintendent's approval shall specify the proposed dates the leave is to commence and terminate, with every attempt being made to select those dates least disruptive to the educational process and district operations. The Board may require the employee to provide certification from a health care provider containing verification in accordance with the Family Medical Leave Act if he/she requests a medical leave.
- b. While on family medical leave, the employee will continue to receive the same group health coverage that he/she had while employed. The Board will pay for this continued group health coverage to the same extent that the Board paid for the coverage that each employee had before beginning his/her leave.
- c. Serious health condition is defined as an illness, injury, impairment or mental condition that involves: a) inpatient care in a hospital, hospice or residential medical facility or b) continuing treatment by a health care provider.
- d. If a husband and wife eligible for leave are employed by the district, their combined amount of leave for birth, adoption, foster care placement and parental illness is limited to twelve (12) weeks.
- e. Once the Superintendent and the Board approve the leave, it may be altered or cancelled with the approval of the Superintendent, Board and the applicant.
- f. Upon returning from the leave, the Board will restore the employee to the same or equivalent position. If an employee on family medical leave decides not to return to work, then the Board will charge the employee for the amount of the insurance premiums that the Board paid for that the employee's health care coverage during his/her leave, unless there is a continuation, recurrence or onset of a serious health condition or other circumstances beyond the employees control.

O. Association Leave

The Association shall be granted eight (8) board paid Association Leave days for the purpose of carrying out the business of the Association. The Superintendent will be notified at least three (3) days in advance of such leave. All Association Leave days must be approved by the Association President.

ARTICLE VII – EVALUATION OF TEACHING EFFICIENCY

- A. The purpose of period formal evaluation is the improvement of instruction.
- B. Building principals, assistant principals or special education supervisors employed by the Board shall be responsible for observing and evaluating the teachers assigned to them with respect to minimum evaluation requirements. Each teacher shall have one evaluator. At the request of a teacher or Administrator, additional observations may be performed by other Administrators employed by the Board, including the curriculum director, which may be considered a part of the final summative evaluation.
- C. All limited contract teachers shall be evaluated at least two (2) times each school year. A minimum of two (2) observations will be required for each evaluation. One evaluation will occur not later than January 15. The second evaluation will occur not later than April 15. Formal observations shall be at least ten (10) days apart.
- D. Continuing contract teachers will be evaluated a minimum of once every two-(2) school years. A minimum of two (2) observations will be required for each evaluation.
- E. All classroom observations shall be between thirty (30) and forty-five (45) continuous minutes in duration. The observer shall complete the Teachers Classroom Observation Form (See Appendix B) for each observation performed.
- F. A pre-evaluation conference shall be held between the evaluator and the teacher at least five (5) days prior to the first formal observation. The observation results of each formal observation, as well as any other job performance issues, will be documented and discussed at the post-observation conference to occur after each formal observation. This conference will be conducted within ten (10) working days after the observation, unless the administrator or the teacher is unavailable.
- G. A draft of the Teacher Summative Evaluation Form (see Appendix C) shall be offered to the teacher after the completion of the final post-observation conference at a later date. Subsequently, all observations and other documented items will be consolidated into the Teacher Summative Evaluation Form. A copy of any such referenced documents shall be given to the teacher.
- H. Should a teacher disagree with an observation or the summative evaluation form, the teacher may file a written response which shall be attached to the appropriate form.

- I. Copies of all completed observation and summative evaluation forms shall be distributed to the evaluator and to the teacher. The original of all evaluation forms shall be included in the teacher's personnel file. Signatures of both the Evaluator and the Teacher shall be affixed to the evaluation form at the appropriate conference.
- J. All observations and evaluations will be written on the negotiated forms that are part of this contract.
- K. The teacher and/or administrator may take one (1) representative to any and all conferences in this procedure as an observer. The party desiring to take a representative to the conference shall give 48 hours notice, and the other party may bring a representative with 24 hours notice.
- L. Time limits may be extended by mutual agreement.
- M. The evaluator shall check the appropriate rating on the Teacher Summative Evaluation Form (See Appendix C) for all teachers evaluated.
- N. If any category on the Teacher Summative Evaluation Form is marked unsatisfactory (U), the evaluator shall inform the teacher on the evaluation form of the reasons for the unsatisfactory rating.
- O. When a problem is identified, an administrator will assist the teacher to set up written goals and objectives for improvement in the problem area(s) and also provide additional assistance as requested by the teacher in achieving these goals. It is the teacher's responsibility to implement these goals and objectives.
- P. All evaluations for teachers whose contracts are to be considered by the Board during the school year shall be completed on or before April 1 of that year.
- Q. It is the intention of the parties that this procedure supersedes Ohio law with respect to any topic regarding teacher evaluation addressed in the Ohio Revised Code or Ohio Administrative Code including, but not limited to, O.R.C. §3319.11 and §3319.111.

ARTICLE VIII – TEACHER AUTHORITY

A. Disciplinary Rights

- 1. The teacher shall have the right to discipline pupils for acts, which are detrimental to the good order and the best interest of the school.
- 2. Each building principal shall provide the teaching staff in that building with guidelines, outlining proper building procedure in regard to pupil discipline. In the event that these guidelines need to be changed, a committee of teachers, administrators, parents and students when appropriate, shall be created. Any changes will be recommended to the Superintendent for appropriate action.

3. The administration recognizes its responsibility to give full support and assistance to professional staff members with respect to the maintenance of control and discipline in the classroom.
4. Emergency application of force or restraint is sometimes necessary. When immediate action is called for, the teacher shall have the right to protect himself/herself and to protect other persons and property.
5. All disciplinary actions shall be taken in accordance with Board Policy.

B. Gross Misconduct

1. Whenever a student fails to respond to a teacher's reasonable request to refrain from activities which seriously damage the learning atmosphere in the classroom, disciplinary action will be promptly taken by the classroom teacher. If the teacher's disciplinary attempts are not successful, action will be promptly taken by the building principal.
2. The term classroom, in this section, shall be defined as any and all areas for which a teacher has been assigned and/or any and all areas of school property wherein a teacher may be present.

C. Assault and Battery

1. In the event that a teacher is absent due to a physical disability resulting from an assault which is employment related, such teacher will be maintained on full pay status for a period up to sixty (60) school days. Any employee requesting such assault leave shall furnish, when able, a signed affidavit, attesting that such injury is an outgrowth of the above stated battery. A medical certificate from a licensed physician stating the nature of the disability and the probable duration of the incapacitation shall be required before assault leave can be approved for payment by the Superintendent of Schools.
2. Falsification of either a signed statement or physician's certificate is grounds for suspension and/or termination of employment under O.R.C. §3319.16. Such leave granted shall not be chargeable against sick leave earned or earnable under O.R.C. §3319.141.
3. Any student who commits assault upon a teacher shall be removed from the classroom immediately, upon the request of the teacher. Any student who commits battery upon a teacher shall be removed from all classroom activities immediately.
4. A student having committed battery upon a teacher shall not be reassigned to that teacher's class without the prior knowledge and consent of the teacher. The only exception to this would arise when there is only one teacher instructing a needed (requirement) course for graduation.

D. Academic Freedom

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

ARTICLE IX – GRIEVANCE PROCEDURE

A. Definitions

1. A grievance shall be defined as a violation, misinterpretation or misapplication of any provisions of:
 - a. The current negotiated agreement; or
 - b. The rules, orders, regulations and established policy of the Board and/or administrative regulations governing or affecting employees.
2. An aggrieved party or grievant as referred to herein shall mean any employee, group of employees or the Association who has suffered an inequity because of a violation as defined in Sections A(1.) or A(1.) (b.). No employee or group of employees may initiate the grievance procedure without Association approval.
3. Parties of interest shall be the aggrieved party, Association, or the representative selected by the grievant, building principal and/or the appropriate administrator directly involved at the given level of this procedure. The grievant has the right to Association representation at all meetings and hearings involving the grievance.
4. The grievance form is Appendix F.

B. Purpose

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

C. Informal Procedure

1. An aggrieved party shall first discuss the grievance with the appropriate administrator with the objective of solving the matter informally. The aggrieved shall have the right to be accompanied by an Association Representative.
2. Should the matter not be resolved to the satisfaction of the aggrieved party, further informal efforts may be made at a higher administrative level or the formal grievance procedure may be initiated.

3. So that there is no ambiguity, the aggrieved shall definitely state orally that he/she is embarking upon the informal grievance procedure while discussing the problem with the appropriate administrator.
4. In the event that the aggrieved party is a group of teachers or the Association, they shall first discuss the grievance with the Superintendent with the objective of solving the matter informally. Should an agreement not be reached at this meeting, the aggrieved may commence the formal grievance procedure at Level Two. The aggrieved shall have the right to be accompanied by an Association Representative.

D. Formal Procedure

1. Level One: (Administrator's Level)

- a. Should the aggrieved party not be satisfied with the disposition of the grievance in the informal procedure, he/she shall, within twenty (20) days, submit the grievance in writing, using the prescribed form, to the appropriate administrator, with copies to all parties of interest. The twenty (20) days stipulated in Section D(1.)(a.), runs concurrently with the twenty (20) days in Section B – Purpose.
- b. Within five (5) days following the receipt of the grievance, the administrator shall hold a formal hearing with the grievant at a mutually acceptable time. The aggrieved shall have the right to be accompanied by an Association Representative.
- c. If the aggrieved party and the administration agree upon a resolution of the grievance at this meeting, the appropriate administrator's report is to be written and agreed to by both parties at that time. If no agreement can be reached, the administrator shall respond within five (5) days with his/her decision with a copy to the Association.
- d. If the grievant, after examining the administrator's decision, still wishes to pursue the grievance, he or she has five (5) days from the receipt of the administrator's report to request a Level Two hearing.

2. Level Two: (Superintendent's Level)

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

- b. If the grievant, after examining the Superintendent's decision, still wishes to pursue the grievance, he/she has five (5) days from the receipt of the Superintendent's report to request a Level Three Hearing or a Level Four Hearing.

3. *Level Three: (Board Hearing Level)*

- a. Within ten (10) days of the receipt of a request for a Level Three hearing by the grievant, the Superintendent shall set a date for the hearing. Said date shall be the next regular Board meeting (not to exceed 30 days from the receipt of the grievance). A grievant shall have the right to be accompanied by an Association Representative.
- b. The Board's decision in writing shall be rendered within ten (10) days of the hearing. Copies of the Board's decision shall be sent to the aggrieved party, the administrative person against whom the grievance was filed and/or the Superintendent, and to the Association.
- c. If the grievant, after examining the Board's decision, still wishes to pursue the grievance, he/she has five (5) days from the receipt of the Board's decision to request a Level Four action.
- d. Grievances filed under Section A(1.)(b.) shall not be appealed beyond this step.

4. *Level Four: (Arbitration Level)*

- a. Should the grievance still exist, the grievant may request in writing that the President of the Association request the American Arbitration Association to submit a list of the names of seven (7) qualified arbitrators. The Association shall have the exclusive right to determine whether to proceed to the arbitration step of the procedure. If the Association's executive committee authorizes the President to do so, a letter to the American Arbitration Association shall be sent within ten (10) days of the receipt of the grievant's request. All procedures relative to arbitration shall be according to the Voluntary Rules and Regulations of the American Arbitration Association.
- b. Within five (5) days of the receipt of the names of the proposed arbitrators, the Superintendent (or his/her designee) and the Association designee shall strike names from the list until one ultimately is designated as the arbitrator. The arbitrator shall hold a hearing at the earliest possible date following his/her selection. The arbitrator's decision shall be in writing and will set forth his/her findings, reasoning and conclusions on the issue submitted.

- c. The arbitrator will be without power or authority to make any decisions which violate the terms of this Contract or exceed his/her authority as prohibited by law.
- d. The decision of the arbitrator shall be binding in matters arising from Section A(1)(a.) of the definition of a grievance. The arbitrator shall have no power to alter, add to or detract from the provisions of the negotiated agreement and/or school board policy. The cost of the services of arbitration will be borne equally by the Board and the grievant.

E. Miscellaneous

- 1. Time limits specified in this Article may be extended by written mutual agreement of the grievant and the administrator involved. Failure of the grievant to comply with timelines shall be cause for the grievance to be dismissed. Failure of the Board to comply with the timelines shall result in the grievance moving to the next step.
- 2. In the event that a grievance is filed after May 15th of any year, all parties shall process such grievance at a mutually acceptable time, but not later than the beginning of the next school term.
- 3. All parties shall make available information as is requested for the processing of any grievance.
- 4. The grievant and the Association President (and/or the grievance chairperson) and any relevant witnesses subpoenaed by the Association, shall be granted the release time with pay and full benefits to attend arbitration hearings for individual grievances if scheduled during the school work day.
- 5. Each hearing shall have the provisions for: initial presentation of grievant's case, presentation of administrator's case, opportunities for questioning and final summations, with either party having the right (at its option) to waive any or all of the foregoing.
- 6. Even if the administrator, supervisor or other party in interest does not consider a grievance to be substantively or procedurally correct, the grievant shall have the right to appeal the grievance to the next level.
- 7. No reprisals or recriminations shall be taken against any teacher who files or takes part in a grievance.

ARTICLE X – NONRENEWAL AND TERMINATION OF CONTRACT

A. Discharge for Cause

The provisions applicable to discharge for cause during the term of a contract shall be as follows: in the event that any employee covered by this Agreement is to be terminated by the Board of Education, the procedure as outlined in the Ohio Revised Code, Section §3319.16 shall be followed.

B. Non-renewal

Non-renewals shall be for cause.

A teacher whose limited teaching contract is to be recommended for non-renewal shall be given by the Superintendent and/or his designee written notification by April 7th with written reasons for this recommendation. This Article shall not apply to the non-renewal of supplemental contracts.

Next, the teacher may use one or both of the following procedures:

1. Before Board of Education Action

In the event that a teacher is to be recommended for non-renewal of contract by the Superintendent of Schools, said teacher will be afforded an opportunity to informally meet with the Board of Education prior to Board action. Such meeting shall be in executive session. Participation in said meeting shall be limited to a majority of the Board, the Superintendent and/or the building principal, the teacher and a representative (Board employee) of his/her choosing. Request for such a meeting shall be made no later than five (5) days prior to the April regular Board of Education meeting or five (5) days after notification of the Superintendent's intent to recommend non-renewal (whichever is later).

2. Post Board of Education Action

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

- a. Within ten (10) days after notification of non-renewal, the teacher may request a hearing before the Board.
- b. Within five (5) days after the receipt of such notification from the teacher, the Board shall notify the teacher in writing of the place and time of the hearing. The Board shall base its decisions upon cause. Such hearing shall be within ten (10) calendar days after the request of such hearing by the teacher.
- c. The hearing before the Board shall be conducted by the majority of the membership of the Board.

- d. The hearing shall be confined to the grounds given for the non-renewal of the contract, which shall be for cause.
 - e. The teacher shall be given a chance to cross-examine witnesses and present witnesses in his/her behalf.
 - f. At any time during these proceedings, the teacher and/or the Board of Education has the right to the representation of his/her/its choosing.
 - g. The hearing shall be private unless otherwise requested by the teacher.
3. This procedure is intended by the parties as a substitute for a non-renewal procedure appearing in O.R.C. §3319.11 and §3319.111. The parties further agree that any procedural challenge to a contract non-renewal shall only be in accordance with the negotiated grievance procedure.

ARTICLE XI – COMPENSATION

A. Salary Payment

1. Compensation shall be divided into twenty-six (26) payments per contract year. These payments shall be issued bi-weekly on Friday's beginning with the second Friday in the school calendar year.
2. In the event an employee has an approved paid leave on a scheduled payday, said employee shall be entitled to pick-up his/her check at the conclusion of the teacher's scheduled workday prior to the payday.

B. Paychecks

1. Should a regularly scheduled pay date fall during a period when school is not in session, paychecks will be mailed so that teachers should receive their paychecks on the date due.
2. Should the calendar year change the pay plan periods, employees' paydays shall be altered by mutual agreement of the Board and the representative assembly of the Association.
3. Upon presentation to the Treasurer of a signed authorization form, employees participating in a direct pay plan may elect to have the Treasurer deposit all earned income, less authorized deductions for such employees, with a financial institution. A payroll information stub will be provided those employees selecting the direct pay banking plan. The financial institution shall be provided with the necessary payroll information of participating employees no later than the first day prior to the time employees would normally receive their paychecks. Any additional costs for direct pay wire will be borne by the participating employees.

4. Teachers shall not cash paychecks prior to the date of the check. Any teacher cashing his/her check before the date on the check shall be fined the bank penalty for early check cashing and after notification shall be billed the cost.

C. Balances

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

D. Payroll Deduction

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

1. Employee's Credit Union – Deductions may be requested for any pay period. They will begin the first pay period after forms have been properly filled out and submitted to the Treasurer. All deductions will be made in equal installments each pay period.
2. Annuities/Deferred Compensation Programs – Open enrollment for annuities will be from September 1 – 15 and March 1 – 15. Teachers wanting to participate in an annuities program may enroll during these two (2) periods only. Deductions shall be made in equal installments each pay period. Employees will have the right to use any Board approved vendor.
3. United Appeal – Deductions will be made available to employees in twenty (20) equal deductions. Each year an announcement from the Treasurer will be made as to when the deductions will be made. The Treasurer will arrange these dates so that they coincide with deadlines established by the United Appeal.
4. Association Dues – Except as provided in Article IV, Section N, upon filing proper forms with the Treasurer, Association dues may be deducted in twenty (20) consecutive equal payments beginning with the second pay period of October.
5. State Teachers Retirement Systems STRS) – Payroll deductions for (State Teachers Retirement Systems will be made available to members of the Association. Deductions shall be made in equal amounts pro-rated over the year, so as to coincide with the number of pay periods in the year.
6. STRS Salary Reduction Pick-Up – Effective September 1, 1984, the Board of Education agrees to pick-up contributions to the State Teachers' Retirement System an amount equal to each certificated employee's contribution to STRS in

lieu of payment to such employee, and that such amount contributed by the Board on behalf of the certificated employee shall be treated as a mandatory salary reduction for the contract salary otherwise payable to such certificated employee.

7. Benefits – Sick leave, severance, vacation, supplemental and extended service pay and insurance benefits which are indexed to or otherwise determinable by reference to the employee's rate of pay shall be calculated upon both the cash salary component and pick-up component of the employee's restated salary.
8. Foundation Deduction – Deductions will be made for donation to the educational endowment. They will begin the first pay period after forms have been properly filled out and submitted to the Treasurer.
9. Fund for Children in Public Education – Deductions may be requested during any pay period. They will be deducted in equal installments beginning with the first pay period after forms have been properly filled out and submitted to the Treasurer.
10. Sheffield-Sheffield Lake City School Levy Committee – Deductions may be requested during any pay period. They will be deducted in equal installments beginning with the first pay period after forms have been properly filled out and submitted to the Treasurer.
11. PD Purses Innovative Technology Fund – Deductions may be requested during any pay period. They will be deducted in equal installments beginning with the first pay period after forms have been properly filled out and submitted to the Treasurer.

E. Salary Schedule Placement

1. Credit hours for the purpose of placement on the salary schedule shall be defined as those semester hour credits earned for graduate courses that are within the teacher's present certification or a planned program leading to additional areas of teacher certification, guidance or administration. Upon approval of the Superintendent, any other courses, graduate or undergraduate may be certified for proper placement on the salary schedule.
2. Credits must be earned in those institutions approved by the State Department of Education and the State Board of Regents in order to be considered for placement on the salary schedule. All steps indicated above the Bachelor's Degree level signify that the teacher has earned that number of additional credits after receiving the bachelor's or master's degree.
3. Semester hours used for advanced salary schedule placement must be earned after completion of a bachelor's or master's degree. This applies to certified staff members asking for advanced placement after Jan 1, 1998.

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

F. Supplemental Contract Payments

1. Payments for supplemental contracts which are not year-long supplementals shall be made in two (2) installments. The first one shall be paid half way through the activity and the second at the end of the installments. These shall be paid in the regular payroll check with a separate explanation of deductions, taxes and listing for each supplemental shall be included with the first pay check.
2. Those holding year-long supplementals shall receive four installments; one at the end of each grading period of the school year.

G. Severance Pay

1. Teachers who leave the Sheffield-Sheffield Lake School System after ten (10) or more years of service with the Sheffield-Sheffield Lake School System shall be paid a lump sum equal to twenty-five percent (25%) of the value of accrued but unused sick leave credit up to a maximum of seventy-five (75) days. Such payment shall be based upon the teacher's daily rate of pay at the time of separation. Such payment shall be made in two equal installments. The first payment shall be in the last regular paycheck to the employee. The second payment shall occur during the first month of January following the teacher's departure.
2. If an employee dies while in the employ of the Sheffield-Sheffield Lake Board of Education, his/her estate shall be paid an amount equal to what the employee would have received had he/she retired.

H. Early Retirement

1. In addition to severance pay in Section G, any teacher electing to retire prior to or during the year in which they either first become eligible to retire because of age or have reached their thirtieth year with STRS, shall be paid a retirement incentive payment upon being accepted by STRS for retirement in the amount of Twenty Thousand Dollars (\$20,000.00). This sum is only applicable for the year in which the teacher becomes eligible as stated above. If the teacher retires in the second year of eligibility, the payment shall be Fifteen Thousand Dollars (\$15,000.00), subject to the preceding terms. If the teacher elects to remain in the employ of the

Board beyond both age and experience requirements set by STRS, this payment is forfeited.

2. This Retirement Incentive payment shall be paid in two equal installments to any teacher eligible. The first payment shall be made during the first month of January following the teacher retirement. The second payment shall occur during the second month of January following the teacher's retirement.

I. Attendance Pay

1. Any employee not using sick leave for any school year period will be compensated one (1) additional day pay at his/her current per diem rate or at the option of the employee a compensatory day to be used for the following school year. Any employee not using more than one (1) day of sick leave for any school year period will be compensated one-half (1/2) additional day pay at his/her current per diem rate or at the option of the employee a compensatory day to be used for the following school year.
2. Any employee not using all of his/her personal leave for any school year will be compensated at the current substitute teacher per diem rate for each full day of unused personal leave, or may elect to have unused personal days converted to sick days.
3. Payment for either or both will be made in the first pay of August.
4. The Superintendent and the President of SSLTA shall meet in the spring to develop a list of positive recognition for teacher attendance.

J. Curriculum Writing

1. Teachers requested by the administration to assist in writing curriculum guides, or courses of study, the selection of textbooks and the development of testing, will be compensated for work performed outside the normal teacher work day or work year. Such compensation will be at an hourly rate of seventy-eight percent (78%) of the hourly rate of a BA-0 teacher on the salary schedule not to exceed the number of hours specified in the teacher's contract, as approved by the Board for the project. The administrator responsible for the project shall approve the type of work to be performed outside the normal work day or work year, estimate the number of hours to be worked and the work site prior to any such work being performed.
2. Payment, less required deductions, for any work performed under this section will be made at the next regular pay period after completion and approval of the work and after the teacher provides a written log showing the hours and the type of work performed. Teachers' participation in curriculum writing, textbook selection and testing design shall be voluntary. Teachers' writing curriculum or courses of study, selecting textbooks, and designing testing shall be issued a

supplemental contract for their services indicating required components of the writing task, commencement and completion dates.

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

K. District/School Committee Meetings

1. The Board and the Association agree that teachers should participate in the development, implementation, evaluation and improvement of teaching methods, educational goals and building scheduling. Accordingly, teachers employed by the Sheffield-Sheffield Lake Board of Education will automatically assume the responsibility of participating in the committees established by the administration. The administration has the ultimate authority to establish building schedules.
2. Those teachers requesting to participate, or if no one requests, are selected as their grade level or subject area representative shall be provided release time to attend district/school committee meetings. Meetings shall be scheduled as one half or whole work day and a substitute shall be paid by the Board to cover the teacher's classes.
3. Teachers participating in meetings not addressed elsewhere in the Master Agreement and scheduled after the regular work day or during time when school is in session, shall either be compensated at BA-0 Step hourly rate of pay or, at the teacher's option, accumulate comp time to be taken as a release day in ½ day increments which can be taken at the teacher's discretion.
4. Teachers participating in an Individual Educational Plan or a Multifactorial Evaluation meeting, scheduled after the regular work day or during their lunch, at the request of the case manager, shall be compensated at their hourly rate of pay or, at the teacher's option, accumulate compensatory time to be taken as a release day in half ½ day increments within that school year, which can be taken at the teacher's discretion. All efforts will be made by the case manager to schedule the meetings during the regular school day.

ARTICLE XII – TERMS OF EMPLOYMENT

A. Work Year

1. Each year the Superintendent or his/her designee and the SSLTA and SSLCEA Presidents will meet to develop at least two (2) optional arrangements of the school year calendars. The School Calendars shall include one hundred eighty one (181) days for student instruction and three (3) in-service days. NEOEA Day will be scheduled as a “no school” day and will not be included in the school

calendar. The Associations shall poll the members of the bargaining units and the option with the most votes shall be recommended to the board by the Superintendent.

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

B. Work Day

1. The work day for all employees eligible for membership in the Association shall not exceed seven (7) hours and fifteen (15) minutes.
 - a. The building administrator and/or a designee and certified personnel may mutually agree to use flextime during the normal workday.
 - b. A plan will be submitted to the Superintendent and the executive committee of the SSLTA. The plan will need approval of both parties.
2. Teachers will be guaranteed a duty free lunch period per day:
 - a. High school teachers shall have a minimum of thirty (30) minutes per day.
 - b. Middle school teachers shall have a minimum of forty-five (45) minutes per day.
 - c. Elementary school teachers – equal in length to students’ lunch and noon recess. In order to aid in the supervision of students, teachers will be at their classroom door five (5) minutes before the end of the students’ lunch and noon recess period.
 - d. At the beginning of each school year, a building level committee consisting of the building administrator, a teacher from each grade level, and a noon-aid will meet to develop a plan for noontime procedures and supervision. This plan will be completed and reviewed by the superintendent by the second Friday in September. In addition all elementary teachers will be aware of and follow the teachers’ lunch hour guidelines printed in the district’s Elementary Teacher Handbook.
3. Unless a serious emergency exists, teachers may leave the building during their duty-free scheduled lunch period upon notification to the building administrator.
4. When substitute teachers are not available, full-time teachers who are assigned to substitute during their planning time, and who do provide instruction in that subject area, will be compensated on the pro-rated base of the assigned teacher’s salary per class period. “Instruction in that subject area” shall be defined as any academic subject and/or duty assignment. Payment for services rendered under

this section shall be issued no later than the earliest pay period following the substitution. The Treasurer of the board shall keep a record, and that data shall be furnished to teachers at the time the compensation is paid.

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

The administrator or his/her designee shall review all available options to cover absences. The administration may reassign a teacher who is on duty to cover such classes.

If the administrator finds it necessary to cover an absence with an available teacher who is scheduled at the time for a planning period, then the administrator or designee will ask the available teacher(s) to cover the absence. An effort should be made to rotate requests for coverage among the teachers available to cover the absence. Should the teacher voluntarily accept the coverage assignment, then the teacher will be reimbursed according to Article XII, Section B, (4).

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

5. Each teacher will be guaranteed time during the student day for planning, preparation and conferences.
 - a. High School and Middle School teachers – equal to one (1) scheduled class period.
 - b. Elementary School teachers – a minimum of one hundred forty (140) minutes per week, and a minimum thirty (30) consecutive minutes daily, to be implemented as soon as practicable.
6. Time periods delineated in this Article may be waived for the express purpose of parent-teacher conferences during the regularly scheduled conference days appearing in the school calendar and special days of scheduled assemblies, etc.
7. Newly hired, full-time (long-term) substitutes shall be compensated at the per diem rate of a BA-0 teacher on salary schedule. Returning full-time (long-term) substitutes shall be given credit for past full-time (long-term) substitute experience equal to one (1) year for each total accumulation of one hundred twenty (120) days of such experience. Full or part-time tutors shall be compensated at an hourly rate of eighty-eight percent (88%) of the hourly rate of a BA-0 teacher on the salary schedule. Full-time (long-term) substitutes shall be eligible to receive sick leave, religious leaves, personal leaves, and leave for legal and jury duty, once they have served for twenty (20) work days. In addition to the

aforementioned leaves, L.D. tutors will be eligible to receive all other leaves provided in Article VI of the Agreement. Full-time (long-term) substitutes and L.D. tutors shall be compensated for approved leaves commensurate with their normal work schedule.

8. Part-time members of the bargaining unit shall be permitted to participate in the benefits specified under Article XV on an annual cost basis. Premiums shall be paid by the employee to the Treasurer of the District prior to the first of each month.
9. L.D. tutors will be compensated for scheduled tutoring sessions when their assigned students are absent from school unless notice of the child's absence is provided the day prior to the absence.
10. Short-term casual, day-to-day substitutes will be considered full-time (long-term substitutes after sixty (60) consecutive days in the same position, and will be entitled to fringe benefits, herein listed, on the sixtieth (60) day. Said long-term substitutes will not qualify for the signing bonus or the insurance opt-out amount.

C. Faculty Meetings

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

D. Absenteeism

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

E. Class Size and Subject Preparations

1. The maximum class size for kindergarten through Grade 6 shall be twenty-eight (28) students.
2. The maximum class size for grades 7 and 8 shall be no more than one hundred eighty (180) students per teaching day, and grades 9 through 12 shall be no more than two hundred five (205) students per teaching day. Effective the start of the 2004-2005 school year, grades 9-12 shall be no more than one hundred fifty (150) students per teaching day.
3. If a class size is exceeded in grades K through 6, an affected teacher shall be entitled to Four Hundred Dollars (\$400.00) per year.

4. If class size is exceeded in grades 7 through 12, the affected teacher shall be entitled to a lump sum payment of Four Hundred Dollars (\$400.00) per year on August 1 of the succeeding year.
5. For purposes of this section, class size shall be first calculated effective with the first full week on October, and the first full week of the second semester. For the high school class size shall be calculated effective with the first full week in October, the first full week of the second trimester and the first full week of the third trimester.
6. All state standards shall apply to special education classes and vocational programs.
7. The above class size maximum, shall not apply to homeroom, study hall, band, choir, art or physical education.
8. Subject preparations are set at a maximum of four (4) for grades 7 through 8. Any teacher scheduled for more than four (4) preparations as listed hereto shall receive a stipend of Two Hundred Dollars (\$200.00) per preparation per semester above the four (4). Subject preparations are set at a maximum of three preparations per trimester for grades 9 through 12. Excluded from said provision is, physical education, choir, band and special education classes. Each subject taught would represent a distinct and separate preparation as represented by a different teaching plan, curriculum and materials used for the subject.
9. Preparation shall be determined as Language Arts, Math, Science, Social Studies, Industrial Arts, Vocational, Art, Business, Foreign Language, and general music.

F. Conferences

Each building shall have at least one (1) evening conference during conference week. The scheduling of the evening conference shall be determined by the administration after building staff input. Compensatory time for the extra hours for the certified staff served during the evening conference shall be scheduled by the administration the day before Thanksgiving break.

G. Temporary Emergency Building Changes

1. In cases of unavoidable and/or unpredictable emergencies that threaten the health and safety of students and staff, the Superintendent may close all or part of any building(s) and/or adjust hours, terms and/or conditions of employment while addressing the emergency. It is understood that addressing the emergency is to be done as expeditiously as possible with the goal to return to the regular building(s) with regular hours, terms and conditions of employment.
2. If an emergency is anticipated as possibly occurring, then any plan of change shall be discussed with the Association in the LMC as per Article IV (J) prior to implementation. If, however, the emergency is unanticipated in occurrence, then

the Superintendent shall respond immediately and seek Association input as time and conditions become available during the emergency.

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

ARTICLE XIII – TEACHERS SALARY INDEX AND SALARY SCHEDULES

- A. The Teacher Salary Index is found in Appendix D.
- B. Supplemental Duty Pay Schedule
 1. Individuals hired to fill supplemental contract positions shall be given credit for previous experience in the same position held in another district or college up to a maximum of five (5) years of credit.
 2. Assistant coaches hired for head coaching positions, provided the assistant holds the position in this District and moves to a head coaching position in this District, shall receive no less than one additional increment over salary received as an assistant coach.
 3. Developmental Extracurricular Activity Fund (DECAF)
 - a. Each building principal will be granted a discretionary fund equal to ten percent (10%) of the base salary of the teacher's salary schedule then in effect. The purpose of this account will be for the creation of new, experimental supplemental contracts related to student activities, or the creation of limited duration supplemental contracts to perform specific tasks outside the normal work day and/or work year which are related to instructional/educational improvement.
 - b. The creation of a supplemental contract under this fund will be mutually agreed to by the building principal and teacher(s) involved. The principal and teacher(s) will agree to the duties involved, work schedule and level of compensation. This agreement will be put in writing and submitted to the District's Supplemental Contract Committee for review and approval. The committee will notify the parties of its decision within ten (10) workdays of its meeting. If approved it will be submitted to the Board for employment.
 - c. Compensation for supplemental assignments created through this fund may range from zero percent (0%) to ten percent (10%) of the base teachers' salary, but total compensation for all such positions within a building may not exceed the ten percent (10%) limit.

- d. Supplemental contracts created through this fund will automatically conclude at the end of the normal contract year, unless some other ending date is specified in the principal/teacher(s) proposal, and be considered non-renewed at that time without Board action being required.
 - e. Supplemental contracts created through this fund may be considered for placement on the regular salary schedule by the Supplemental Contract Committee, once they have been in effect for at least three (3) consecutive school years. The Supplemental Contract Committee shall review this position in relation to other regular supplemental positions and include a proposed salary schedule. The Supplemental Contract Committee shall submit its recommendation to the Superintendent for Board action and the Association for ratification.
- 4. Building funds unused at the end of the first semester will be made available to staff members in all buildings at the beginning of the second semester each year. Staff members will follow the customary and usual procedures in requesting unused DECAF funds. Remaining DECAF funds will continue to be monitored by the Supplemental Contract Committee. Any funds still unused at the end of the fiscal year will be returned to the general fund. The Association and the Supplemental Contract Committee will send out correspondence to all teachers reminding them of this provision approximately thirty days prior to the end of the first semester.
 - 5. Teachers employed in extended time positions shall be compensated at their per diem rate for all days beyond the regular work year. If adjustments are made to any teachers salary during the school year, one half of the extended days shall be paid at the teacher's per diem rate earned the first day of the school year and the other half of the extended days shall be paid at the teacher's rate earned the last day of the school year.

ARTICLE XIV – FRINGE BENEFITS

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

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

A. Part-Time Teachers

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

B. A Summary of Covered Benefits – Comprehensive Major Medical

Medical Insurance

The Board shall provide a comprehensive major medical plan along with prescription drug benefits. The plan parameters listed below are effective March 1, 2004. Also, effective March 1, 2004, the Board shall arrange to have the employees 10% cost calculated for pre tax compensation

Deductibles

In Network	Out-of-Network
\$ 75 Single	\$150 Single
\$125 Family	\$250 Family

Out-of-Pocket Limitations

In Network	Out-of-Network
\$325 Single	\$650 Single
\$375 Family	\$750 Family

Hospital Services

In-Network – SuperMed	90%/10%
Out-of-Network	80%/20%

Physician Services

In-Network – Emerald	90%/10%
Out-of-Network	80%/20%

Co-pay on all Doctor Office Visits \$5.00

C. Prescription Drug Benefits

Mail Order	\$5.00 Co-pay 90 day supply; \$10.00 after September 1, 2006
Generic	\$10.00 Co-pay; \$20.00 after September 1, 2006
Brand	\$15.00 Co-pay; \$30.00 after September 1, 2006

All maintenance drugs shall be mandatory mail order.

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

D. Dental Insurance

The dental plans shall be equivalent to the Blue Cross/Blue Shield Plan currently in effect, Group N-7177. The dental coverage shall have a \$25.00 per person, \$50.00 per family, per year deductible clause. Orthodontic benefits and preventative and diagnostic

service shall not be subject to the deductible clause. The plan shall pay 100% for all diagnostic and preventive service, 80% for all basic restorative service, 60% for major restorative and 60% for orthodontia subject to the maximum amounts allowed in the N-7717 plan.

E. Term Life Insurance

Coverage shall be in the amount of \$40,000.00 and shall contain an accidental death provision. If possible, a plan shall be selected which provides for conversion of group coverage to individual coverage should an employee terminate employment.

F. Optical Insurance Coverage

A vision care insurance plan of coverage at least equivalent to the plan provided by Medical Mutual of Cleveland Vision Care Plan Certificate of Insurance, Form numbers – MMCY 75001 –K4/75 and MMEY 75002 –R6/76.

G. General Insurance Provisions

1. All teachers shall receive a copy of the life insurance policy and complete plan description for each of the insurance coverage provided.
2. Hospitalization Insurance, Major Medical Insurance and Prescription Drug Insurance shall be single or family employee plans.
3. Dental Insurance, Term-Life Insurance and Optical Insurance shall be single employee plans.
4. Dental Insurance and Optical Insurance shall be expanded to family plan.
5. Any employee whose spouse is voluntarily participating in an insurance plan by reason of employment in another company or organization and whose spouse's insurance is designated as the primary carrier shall not be eligible for other than single plan coverage, except when there is coordination of benefits between plans.
6. Employees may elect to participate in the Sheffield-Sheffield Lake insurance plans with 30 days' notice, if acceptable to the insurance carrier.

H. Legislative Changes – HIPAA Regulations

1. Preexisting Condition – The preexisting condition waiting period is not applicable to conditions related to pregnancy, newborns, an adopted child under the age of 18 or a child placed for adoption under the age of 18.
2. Special Enrollment Periods – Allows declining participants to later enroll into the plan like a new employee, if certain criteria are met such as: (a) marriage or divorce (b) birth, adoption or placement for adoption of a child (c) death of a spouse or child (d) change in spouse's employment status (e) change in

employees employment status (f) change in a dependent's eligibility (g) unpaid leave of absence taken by the employee or spouse (h) loss of health insurance.

3. COBRA – Coverage will be extended to 29 months if the participant becomes disabled with first 60 days of coverage. A newborn, an adopted child, or a child placed for adoption may enroll. COBRA may be terminated for a participant who becomes covered by a group health plan even if the other plan contains a preexisting clause; if the clause does not apply to the participant because of HIPAA regulations.
4. Creditable Coverage – the plan will accept certificates of coverage from new employees and apply the creditable coverage to the preexisting conditions clause. The preexisting condition waiting period will be reduced by the number of days of creditable coverage provided by the employee for new participants who were fully covered under another plan within 63 days before enrollment in this plan.
5. Mental Health Parity Act – The plan will not have a separate calendar year maximum for outpatient mental health benefits. Services provided by a physician or other provider shall be subject to the following: visits 1-10 will be covered at 100% of reasonable and customary. Visits 11-36 will be covered at 80% of reasonable and customary.
6. Newborn's and Mother's Health Protection Act – The plan will reflect the hours requirement for newborns and mothers.
7. Qualified Medical Child Support Orders – The plan will reflect court issued child support orders.
8. Eligibility Provisions – The plan will cover children who have been placed for adoption with a covered person.

I. Liability Insurance

1. The Board and the Association agree that the purchase of liability insurance is not a mandatory subject of bargaining under Ohio law but that the effects are.
2. No records of liability claims or lawsuits shall be kept in a teacher's personnel file for use in an evaluation of the teacher.
3. The employee shall have the right of representation in any meeting involving representatives of the employer and the employee relative to an incident.
4. The Board shall be required to share with the affected employee all information relative to any claim within forty-eight (48) hours of receipt of said information by the Board, upon request of the employee.

J. Insurance Cost Containment Committee

1. The Board and the Association agree to maintain a District committee consisting of two (2) representatives of the SSLTA and two (2) representatives of the SSLCEA, appointed by the respective Association Presidents, four (4) representatives of the Board appointed by the Superintendent, the Sheffield-Sheffield Lake Superintendent, and the OEA Consultant, for the purpose of reviewing the current insurance package and determining the possibility of potential savings to the insurance benefit package. No changes shall occur in the negotiated insurance benefit package unless agreed to by consensus of the committee's representatives and recommended and ratified by the majority of the members of the SSLTA, and the Board of Education respectively.
2. The Committee will meet at least quarterly on mutually agreed to dates. If the committee decides to meet after school hours, SSLTA members will be compensated at their pro-rated hourly BA-0 rate.

K. Health Benefit Opt-Out Compensation Plan

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

Family	Single
\$3,500	\$1,500

2. Employees must elect to opt-out of coverage during the annual enrollment period in September. Payment will be made on the first pay in December. A teacher married to another employee in the District is not eligible for any opt-out payment.
3. The following deductions will be made from the cash payment: Board and employee contributions to the retirement system, federal and state taxes, and Medicare (if possible).
4. Should an employee have a status change during the year (12 months), the employee will have the needed benefits reinstated by making written notification to the Treasurer of the district. The cash payment will be prorated and the employee will be required to reimburse the Board for any overpayment (the number of months divided by 12, times the money in question).

- L.** All teachers shall contribute ten percent (10%) of the premium cost of major medical insurance only through payroll deduction, and the Board shall contribute ninety percent (90%).

M. Hospice Coverage

The insurance plan shall provide Hospice Coverage.

ARTICLE XV – SEVERABILITY CLAUSE

- A. In the event there is a conflict between a provision of this Agreement and any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, the applicable state or federal law or valid rule or regulation adopted by a federal or state agency shall prevail as to that provision. All other provisions of this agreement which are not in conflict with any applicable state or federal law, or valid rule or regulation adopted by a federal agency or state agency pursuant thereto, shall continue in full force and effect in accordance with their terms.
- B. If, during the terms of this Agreement, there is a change in any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, which would invalidate any provision of this Agreement, the parties will meet to negotiate any necessary change in the Agreement relative to the affected provision within sixty (60) days by demand of either party.

ARTICLE XVI – LONG TERM SUBSTITUTES

- A. A long term substitute, for the purpose of this Agreement, shall be a substitute employed to replace a bargaining unit member who has been granted leave pursuant to this Agreement. Any teacher who has worked as a long-term substitute and who is re-employed by the Board shall have all contractual rights.
- B. Persons employed as long term substitutes shall be granted contracts for the length of service as needed and as determined by the Board.
- C. Long term substitutes shall have no expectation of continued employment beyond the length of service at the time of their employment, and said long term substitute contracts shall automatically expire at the conclusion of the Agreement without further action by the Board, including the non-renewal of their contract.
- D. The provisions of this Agreement regarding evaluation and renewal of teacher contracts shall not apply to long term substitutes.
- E. Long term substitutes shall have no displacement or recall rights under the reduction in force procedure in this Agreement and shall be excluded from same.

ARTICLE XVII – REDUCTION IN FORCE

- A. The Board may reduce the number of teaching positions by suspending contracts (limited, continuing, extended service and/or supplementals for one or more of the following:
1. Decreased enrollment of pupils;
 2. Return to duty of regular teachers after leaves of absence;
 3. Suspension of schools;
 4. Territorial changes affecting the District;
 5. Financial reasons.
- B. The following guidelines shall be followed when implementing the suspension:
1. Suspension of contracts shall occur to non-tenured teachers first, and shall be on the basis of last employed, first suspended, by teaching certification/licensure.
 2. If suspension of contract is necessary for a tenured teacher, that suspension shall be on the basis of last employed, first suspended, by teaching certification/licensure.
 3. Displacement rights shall be exercised by all teachers within their respective contract status, i.e., continuing contract (tenured) or limited contract, with no non-tenured teacher(s) exercising displacement over tenured teachers. Displacement shall be limited to the areas applicable to the teacher's certification/licensure.
 4. If a teacher has been required to obtain a temporary certificate to meet the requirements of the current teaching assignment, and holds provisional or higher certification in other teaching fields, that teacher shall be placed with the appropriate contract status and, according to seniority and provisional or higher certification areas shall have displacement rights.
 5. Seniority shall be defined as the continuous employment of a teacher beginning with the first date on which a teacher reported for duty. Continuous employment shall include all time on sick leave, all time on Board approved leave of absence, all time on military leave of absence, all time on disability retirement, to a maximum of five (5) years, and all time during suspension, if the teacher is reinstated.
 6. Certification/Licensure shall be defined as (a) teaching area(s) appearing on a teacher's State of Ohio certificate/license. Teachers of grades 7 and 8 shall be eligible for reemployment under either elementary or secondary certification (unless prohibited by state requirements).
 7. The order of reduction shall be as follows:
 - a. Limited contract teachers shall be reduced by the following order:

- i. certification
 - ii. seniority
- b. Continuing contract teacher(s) shall be reduced only after all limited contract teachers of the same certification in the following order:
 - i. certification
 - ii. seniority
- c. If two or more teachers have the same seniority and contract status, then the following tiebreakers shall be applied in order of application:
 - i. Total bargaining unit service in Sheffield-Sheffield Lake School District
 - ii. Date of Board action to hire for bargaining unit positions
 - iii. Total public school teaching experience
 - iv. Flip of coin
- d. For part-time teachers and tutors, seniority will be prorated on the percentage of the school day and year worked. L.D. tutors shall be placed on a separate certification-seniority list. Time spent as a long term substitute would be computed as District seniority upon employment as a regular teacher.
- e. Tutors shall be placed on a separate seniority list for purposes of reduction in force. Tutor seniority shall be determined by the length of continuous service of the individual tutor in the bargaining unit. Tutors shall be eligible for recall only to like positions following a contract suspension due to a reduction in force.
- f. If two or more tutors have the same length of continuous service, then seniority will be determined by:
 - i. Total bargaining unit service in Sheffield-Sheffield Lake School District
 - ii. Date of Board action to hire for bargaining unit positions
 - iii. Total public school teaching experience
 - iv. Flip of coin
- g. If a tutor becomes a full-time teacher and a subsequent RIF occurs, if all other areas of seniority are the same, the prior service in the district of the tutor shall prevail.

- h. A teacher who has been released because of staff reduction shall, if he/she desires, be placed on the substitute teacher list.
 - i. Provisions for early or normal retirement shall be made for the teacher who may wish to do so, consistent with the established State Retirement policies.
 - ii. Any teacher unemployed as a result of staff reduction shall be recalled in inverse order of being released, provided the teacher is certified for the vacancy.
 - iii. While there are previous teachers of the district who are unemployed as a result of staff reduction, as defined herein, and who possess proper certification to fill any vacancy which may arise, no teacher new to the district shall be hired to fill said vacancies.
 - iv. The Board shall give written notice of recall, by registered mail or certified letter, to the teacher at the last known address. It shall be the responsibility of the teacher to notify the Treasurer of the Board of any change of address.
 - v. Within ten (10) days of the receipt of a written offer to return to employment, the teacher shall accept the position by replying in writing, or it shall be determined that he/she has declined the position. No teacher new to the district shall be hired for a position for which a teacher, unemployed because of staff reduction, is certified until the previously released teacher has been offered an opportunity, in writing, to return to active employment, in accordance with this Section.
 - vi. Teachers returning to employment after a reduction in staff shall resume their previous contract status.
 - vii. While on suspension of contract, a teacher will have the option to remain an active participant in all non-health related fringe benefit programs by contributing thereto the amount necessary to maintain such fringe benefits (provided this is acceptable with the provider(s) of the fringe benefit packages). A teacher on suspension will be entitled to maintain health benefits under the terms and conditions established in COBRA.
 - viii. A teacher shall remain on the recall list for a period of four (4) years unless:
 - a) The teacher requests to be removed from the recall list;

- b) The teacher fails to respond within ten (10) days as noted in number 5) of this section to an offer of recall or the notification letter is returned to the District as not at this address with no forwarded address;
 - c) The teacher refuses an offer of recall to a like (full or part-time) position for which he/she is certified;
 - d) The teacher accepts an Ohio Public School teaching position at an equal or better rate of pay.
 - ix. A full-time teacher who has been reduced but accepts an offer of recall to a part-time certificated position shall be eligible to be recalled to a full-time position for which he/she is certified prior to any other teacher on the recall list.
8. During the implementation of RIF, no reassignment, transfer, or reclassification shall occur that will cause a more senior employee to be laid off before a less senior employee.
 9. No transfer, reassignment, or reclassification shall be made during a period of RIF that prevents the recall of an employee on layoff status.
 10. When there exists a possibility for staff reduction, the Superintendent shall give notice of this possibility to the Association sixty (60) days prior to the Board taking action to reduce staff. Notification by the Superintendent shall be given to the Association and to each teacher who might be reduced in force at least thirty (30) days prior to the Board taking action to reduce staff.
 - a. The Superintendent and the Association shall confer on the reason(s) for the Superintendent making recommendation for the reduction in staff within fifteen (15) days of receipt of the notice to the Superintendent's possible recommendation of reduction in staff for Board action.
 - b. A general certification-seniority list will be compiled by the Administration and sent to the Association President by November 15th of each school year. Corrections shall be sent to the Superintendent and an updated certification-seniority list shall be given to the Association and posted in the Superintendent's office by January 1 of each year. The list shall include areas of certification, contractual status and district-wide seniority.
 - c. This list shall also include the names of all non-tenured teachers in the district, giving area(s) of certification and present teaching and building assignment(s).
 - d. Each teacher, whose contract is to be suspended, and the Association, shall be provided copies of these listings.

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

XVIII – TUITION ASSISTANCE

- A. Beginning in fiscal year 2010, the Board will appropriate the amount of \$30,000.00 annually for the term of this contract for the purpose of assisting teachers earn approved college credit in connection with their professional responsibilities with the District. Tuition assistance will be offered as follows:
1. Course work must be pre-approved by the Superintendent and must be graduate level in a college or university approved for teacher training by the Ohio Department of Education. Correspondence courses, workshops, and/or CEU's will not be considered for approval, nor will any course for which a teacher is receiving any kind of financial aid or other consideration.
 2. Course work must be in the area of a teacher's present certification/license unless such course work is in a certification/license area designated as one of need for the District and approved by the Superintendent. The decision of the Superintendent shall be final and not subject to challenge through the grievance procedure or otherwise.
 3. Eligible applicants must have been an employee of the Board for one (1) school year unless waived for specific educational reasons at the discretion of the Superintendent. The decision of the Superintendent shall be final and not subject to challenge through the grievance procedure or otherwise.
 4. Teachers obtaining tuition assistance shall be obligated to remain with the District for a minimum of one (1) school year following the completion of the course work. Any voluntary separation by the teacher prior to this time will result in the obligation of the teacher to repay the full amount of the tuition assistance, within thirty (30) days of the separation from employment.
 5. Interested applicants must submit a Tuition Assistance Request Form for approval prior to the beginning of the course work for which the teacher is requesting reimbursement. The maximum reimbursement per request will be for FIVE (5) quarter hours or THREE (3) semester hours. Once tuition assistance is approved, reimbursement will be processed by the Treasurer prior to the end of the fiscal year and only upon receipt on or before June 1 of that fiscal year of an official transcript indicating that the teacher obtained a minimum grade of "B" in the course(s) and a paid receipt showing actual costs incurred.
 6. Reimbursement for approved tuition reimbursement hours will take place once per year, between June 1 and June 30. There will be no carryover of any unused portion of the appropriated amounts for tuition assistance.

7. The rate of reimbursement shall be the lesser of the actual tuition cost or \$120 per quarter hour/\$180.00 per semester hour. The \$30,000.00 appropriated annually will be divided by the total number of approved prorated hours for the fiscal year, in years when the amount requested for reimbursement exceeds the amount appropriated. (It is possible that reimbursement may be less than \$120.00 per quarter hour or \$180.00 per semester hour depending on how many total classes are taken by teachers in a fiscal year.)
- B. The tuition assistance reimbursement provided in this Article shall expire at the end of this Negotiated Agreement and is not available for course work beginning thereafter.

ARTICLE XIX – LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

- A. The Board and the Association agree to create, pursuant to S.B. 230, a Local Professional Development Committee (LPDC) to review professional development plans composed of course work, continuing education units (CEU), and other equivalent activities, and to approve District programs for CEU credit.
- B. LPDC's
1. The LPDC shall have three-fifths (3/5) of its membership identified as classroom teachers. The LPDC shall consist of at least five (5) members. The Association shall select the teacher members of each LPDC. The Superintendent shall select the administrative members of each LPDC.
 2. When the professional development plan of a certified/licensed non-bargaining unit member is to be reviewed by the LPDC the Association representatives are to reduce their representatives to two (2) and the Superintendent is to select an administrator to increase their constituency to three (3).
 3. All terms shall be for two (2) years with a rotation of two (2) teacher members and one (1) administration member appointed in one year and in the subsequent year the rotation appointment shall be one (1) teacher member and one (1) administration member.
 4. The LPDC shall determine the committee's structure. The decision of the LPDC shall be by majority vote of the LPDC members present. A quorum of the LPDC consists of no less than two (2) members appointed by the association and one (1) member appointed by the Superintendent.
 5. The LPDC shall determine its meeting schedule. Each LPDC member shall be released without penalty, during the regular school day when a meeting is scheduled upon approval of the Superintendent.
 6. Each LPDC member shall be paid in accordance with Article XI (K) (3), compensation, for meetings scheduled after the school day or after the regular school year. An annual stipend equal to a Class VI, step 0, supplemental pay shall

be paid to each non-Chairperson teacher member. A stipend equal to a Class III, step 0, supplemental pay shall be paid to the teacher Chairperson who, as a part of his/her responsibilities, shall serve on the District's Professional Development Committee.

7. The appeal procedure shall be as written in the by-laws of the LPDC.
8. The LPDC shall approve all CEU programs, coursework for all certificated/licensed employees, as well as other activities including those activities that may provide CEU's, and the LPDC shall establish the criteria for the above programs.
9. Failure of a certified/licensed employee to meet the requirements of the LPDC to attain certification/license renewal may result in a change in status of employment up to and including a loss of employment.
10. The LPDC shall determine to what extent to keep and retain records of its meetings, decisions and recommendations.
11. The LPDC shall not have any authority to revise, change, delete or modify any article or section of this negotiated agreement except as provided by 4117.10(C) or as provided by this negotiated agreement.

ARTICLE XX – ENTRY YEAR PROGRAM

A. Purpose

In accordance with the 1998 Teacher Education and Licensure Standards and the accompanying rules and guidelines, the Entry Year program is to provide a program of positive formal support including mentoring to foster professional growth of the individual and assessment of the performance of beginning teachers and other bargaining unit members, who require a license. The Entry Year Program and assessment examination does not replace the employment evaluation. Pertinent terms for this purpose are defined as follows:

1. “Mentor” – A member of the bargaining unit who applies and is selected to provide professional support to an individual in the first year of employment under a classroom teaching certificate or an educational personnel certificate.
2. “Entry-Year Teacher (EYT)” – A member of the bargaining unit in the first year of employment under a classroom teaching or educational personnel certificate/license as defined under Ohio law.
3. “Entry Year Program” – A program of support provided by a school district pursuant to this rule to meet the unique needs of an individual in the first year of employment under a classroom teaching certificate/license or an educational personnel certificate/license.

4. “Entry Year Committee” – A joint committee of teachers and administrators charged with the development of the Entry Year Program and implementation of its rules and guidelines.
5. “Lead Mentor” – A member of the Entry Year Committee who shall oversee the Entry Year Program under the direction of the Superintendent or designee and serve as Chairperson of said committee. The Lead Mentor shall also serve on the District’s Professional Development Committee.

B. Entry Year Committee

1. The Entry Year Committee shall be comprised of five (5) members: three (3) appointed by the SSLTA and two (2) administrators appointed by the Superintendent. Committee members shall serve two (2) year terms with subsequent terms staggered as established initially by the first members of the committee.
2. Entry Year Committee members for the SSLTA shall be provided release time to attend committee meetings at least three (3) school days, or the equivalent thereof, each school year. Additional meetings shall be scheduled as needed. For committee work outside the regular teacher workday, teachers on the Entry Year Committee shall be compensated at an hourly rate equal to the District’s Curriculum Hourly Rate.
3. One of the Entry Year Committee members shall be designated as the Lead Mentor by the Committee and receive a stipend equal to a Class III, step 0, supplemental pay but shall not be entitled to additional pay for the committee work. The lead Mentor shall also serve as a representative on the District’s Professional Development Committee.
4. The Entry Year Committee shall determine when, where, and the number of meetings necessary to fulfill its purpose.

C. Mentor

1. The Entry Year Committee members shall establish the criteria for recommending the most appropriate selection of mentors, assignment of mentors to EYTs, and the Lead Mentor assignment and make said assignments. The Superintendent shall reserve the ultimate authority to make final selection of said assignments. The Entry Year Committee shall determine the process by which the mentor or EYT may request a change in assignment and such change shall occur within six (6) weeks of the initial assignment.
2. Whenever possible, the mentor and the EYT should be employed in the same building, grade level and/or certified/licensed in the same subject matter. Barring unforeseen and unique personnel qualifications, attempts will be made to avoid assigning more than one (1) EYT to a mentor at a time.

3. Each mentor assignment shall be paid a stipend equal to a Class VI, step 0, supplemental pay.

D. Training and Release Time

1. Mentor training is to include:
 - a. An orientation to mentoring responsibilities.
 - b. Training in knowledge and skills necessary to perform mentoring responsibilities, i.e., Pathwise and Mentor skills training, paid by the District and taken prior to Mentor assignment; and
 - c. Opportunities to consult with and otherwise assist the assigned EYT(s) on a regular basis, with adequate time within the instructional day allocated for such consultation and assistance.
2. The Lead Mentor may be granted release time to attend meetings outside the District that benefit or otherwise impact the Entry Year Program.
3. The Mentor and EYT shall receive release time as follows:
 - a. Each shall be released from all other classroom teaching responsibilities for up to a total of 21.75 hours per Mentor/EYT pairing during the normal work year.
 - b. The release time scheduling will be determined by the Mentor, EYT and the principal.

E. Accountability

1. Mentors are expected to attend training sessions for Pathwise and Praxis III or they will not be permitted to serve as a Mentor.
2. Any required meeting scheduled for Mentors and/or EYTs must be attended unless the teacher is on contractually provided leave. The Superintendent has the right to require some form of make-up arrangements if he/she so deems it to be necessary.
3. Release time for mentors and/or EYTs must be logged and reported to the building principal and Lead Mentor. The report is limited to include only the date and amount of time involved and the professional educators involved. The report is not to in any way characterize the content or outcome of the experience.
4. Failure to meet these minimum expectations may result in partial or complete loss of a teacher's stipend if deemed appropriate.

5. Any exceptions to these expectations may be excused if the Superintendent determines extenuating circumstances existed.

F. Confidentiality

1. Training for all affected parties must address legal, contractual, and professional confidentiality issues.
2. No mentor shall be compelled to participate in any informal or formal contractual evaluation (Article VII) of an entry year teacher or vice-versa. No mentor shall be compelled to make a recommendations regarding the employment of a EYT in the program or vice-versa.
3. The regular evaluation as per Article VII for the mentor or EYT shall not in any way be adversely affected by involvement in the Entry Year Program.

G. Praxis

1. The board shall make all necessary provision for participation in the PRAXIS program. In the event an entry year teacher in the first year of a two-year provisional certificate does not pass the PRAXIS assessment, the teacher may attempt to complete the Entry Year program a second or third time. Involvement in and passing (or not passing) of the PRAXIS assessment shall not be a topic for the evaluation procedure in Article VII.
2. Should State funding cease to exist for EYTs to take the Praxis III Assessment, then the Board and Association shall meet with the mutual goal for the District to share in some of the cost.

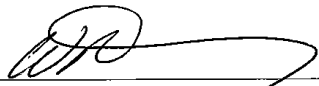
ARTICLE XXI – DURATION

Year one (2011-2012), 3.0 percent increase on BA-0 base, year two, 0 percent increase on BA-0 base; year three, 0 percent increase on BA-0 base. In year one of contract: \$500.00 payment to unit members (excluding tutors and substitutes) who receive a pay step increase, prorated for part-time unit members; \$1,000 payment to unit members (excluding tutors and substitutes) who do not receive a pay step increase, prorated for part time unit members. In year two (2012-2013) each member of the bargaining unit who is not advancing a step on the longevity step schedule shall, in addition to regular salary, receive a payment of \$500.00, pro-rated or part-time bargaining unit members. In year three (2013-2014), no bargaining unit member shall advance a longevity step on the salary schedule based on a year of service for the 2012-2013 school year, and there shall be no catch-up for this “step-freeze” for the 2014-2015 school year. [Example: Teacher earns a year of service credit for the 2012-2013 school year, and would be eligible to advance from Step 4 to Step 5 for the 2013-2014 school year. But teacher remains on Step 4 for the 2013-2014 school year, and for the 2014-2015 school year may be eligible based on service to advance only to Step 5.]

ARTICLE XXII – SIGNATURES

IN WITNESS WHEREOF, the parties hereto have set their hands this date of June 2, 2011, at Sheffield Lake, Ohio to the final copy of this agreement having entered into said agreement on March 28, 2011.

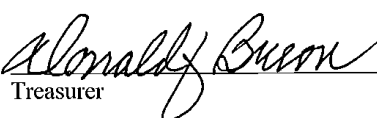
FOR THE BOARD OF EDUCATION



President, Sheffield-Sheffield Lake City
School District Board of Education

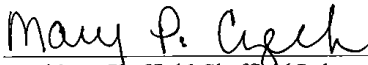


Superintendent of Schools

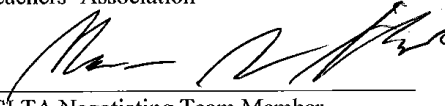


Treasurer

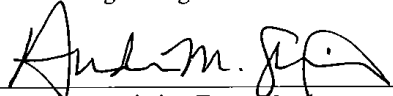
FOR THE TEACHER'S ASSOCIATION



President, Sheffield-Sheffield Lake
Teachers' Association



SSLTA Negotiating Team Member



SSLTA Negotiating Team Member

Appendix A – TEACHER REQUEST FOR PERSONAL LEAVE

Sheffield-Sheffield Lake City Schools Request for Personal, Accrued, or Comp Time Leave			
Name	Position	Building	Date of Submission
I request ____ day(s) of PERSONAL, ACCRUED, or COMP TIME Leave (Circle One Choice).			
Substitute Needed? <input type="checkbox"/> YES <input type="checkbox"/> NO	If Half Day Absence I will be gone in the <input type="checkbox"/> AM <input type="checkbox"/> PM		
OFFICE USE ONLY			Date(s) of Absence:
Number of Personal days Used:	Number of Accrued Days Used:	Comp-Time Hours Available:	
Accrued leave may not be taken on either the first or last day of the teacher or student work year, or on a parent/teacher conference day. No more than three (3) employees may use this leave at any one time. Should more than three (3) employees request the use of this leave, the date the request was received by the Superintendent and then if necessary, district seniority will be used to determine which individuals will be granted leave. This request must be submitted to the Superintendent at least three (3) working days prior to the requested leave date. Upon Receipt of the request for leave, the Superintendent will determine if a substitute is available. If a substitute is not available, the request for the leave will be denied. Personal leave shall not be used to extend the vacation period, excepting in extenuating circumstances as approved by the Superintendent or his designee. Personal leave shall not be used for any of the following reasons: to work at another job or to shop.			
Employee Signature	Supervisor Signature	Superintendent Signature	Date
Date	Date	<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved	

Appendix B – Classroom Observation Form

Sheffield-Sheffield Lake City Schools Teacher Classroom Observation Form			
Teacher		Observer	
Grade/Subject		Observation Date	
Starting Time		Ending Time	
Appraisal Scale E = Exceptional S = Satisfactory NI = Needs Improvement U = Unsatisfactory NO = Not Observed			
Instructional Procedures			
E S NI U NO	Evidence of Planning	E S NI U NO	Use of Appropriate procedures to evaluate student learning
E S NI U NO	Organization on Instructional Procedures	E S NI U NO	Skill in Presentation
E S NI U NO	Provides for Differences in Capacities of Pupils	E S NI U NO	Student Participation
E S NI U NO	Use of Resourceful Techniques	E S NI U NO	Knowledge of Subject Matter
Observer Comments			
Teacher Comments			
Instructional Procedures-Teachers			
E S NI U NO	Evidence of Planning	E S NI U NO	Use of Appropriate procedures to evaluate student learning
E S NI U NO	Organization on Instructional Procedures	E S NI U NO	Skill in Presentation
E S NI U NO	Provides for Differences in Capacities of Pupils	E S NI U NO	Student Participation
E S NI U NO	Use of Resourceful Techniques	E S NI U NO	Knowledge of Subject Matter
Observer Comments			
Teacher Comments			

Instructional Procedures-Non-Classroom Teachers Only			
E S NI U NO	Evidence of Planning/Personal Organization	E S NI U NO	Skill in Providing Educational and Professional Services
E S NI U NO	Organization of Professional Procedures	E S NI U NO	Knowledge of Professional Area
E S NI U NO	Use of Resourceful Techniques	E S NI U NO	Total School Involvement
E S NI U NO	Use of Appropriate procedures to evaluate Working relationships/ student aides		
Observer Comments			
Teacher Comments			
Management Skills			
E S NI U NO	Organization of Materials and Supplies	E S NI U NO	Maintains Student Discipline
E S NI U NO	Renders prompt and accurate reports	E S NI U NO	Organization of Classroom
E S NI U NO	Follows written Board and Administration Policies, Procedures and Regulations		
Observer Comments			
Teacher Comments			

Pupil Teacher Relationships			
E S NI U NO	Helps Child to Develop and Maintain good self-concept	E S NI U NO	Establishes Good Rapport
Observer Comments			
Teacher Comments			
Observer's Summary Comments			
Teacher's Summary Comments			
Observer's Signature			
Conference Date		The signature of the teacher does not indicate agreement with the ratings or comments but rather that he/she has received a copy of this form	
Additional Pages May be Used as Desired			

Appendix C – Teacher Summative Evaluation Form

Sheffield-Sheffield Lake City Schools Teacher Summative Evaluation Form		Page 1
Teacher		Evaluator
Grade/Subject		Date
Appraisal Scale E = Exceptional S = Satisfactory NI = Needs Improvement U = Unsatisfactory NO = Not Observed		
INSTRUCTIONAL PROCEDURES – CLASSROOM TEACHER		
Evidence of Planning	Evaluator Comments	
Organization of Instructional Procedures		
Provides for Differences in Capacities of Pupils		
Use of Resourceful Techniques		
Use of Appropriate Procedures to Evaluate Student Learning	Teacher Comments	
Skill in Presentation		
Student Participation		
Knowledge of Subject Matter		
INSTRUCTIONAL PROCEDURES – NON-CLASSROOM TEACHER		
Evidence of Planning/personal Organization	Evaluator Comments	
Organization of Professional Procedures		
Use of Resourceful Techniques		
Use of Appropriate Procedures to Evaluate Working Relationships/Student Aides	Teacher Comments	
Skill in Providing Educational & professional services		
Knowledge of Professional Area		
Total School Involvement		
MANAGEMENT SKILLS		
Organization of Material & Supplies	Evaluator Comments	
Renders Prompt & Accurate Reports		
Follows Written Board & Administration Policies, Procedures & Regulations	Teacher Comments	
Maintains Student Discipline		
Organization of Classroom		

**Sheffield-Sheffield Lake City Schools
Teacher Summative Evaluation Form**

Page 2

Teacher		Evaluator
Appraisal Scale E = Exceptional S = Satisfactory NI = Needs Improvement U = Unsatisfactory NO = Not Observed		
PUPIL-TEACHER RELATIONSHIPS		
	Helps Child to Develop & Maintain Good Self Concept	Evaluator Comments
	Establishes Good Rapport	Teacher Comments
PARENT-TEACHER RELATIONSHIPS		
	Encourages Conferences with Parents when Appropriate	Evaluator Comments
	Conducts Conferences in a Professional Manner	Teacher Comments
STAFF-TEACHER RELATIONSHIPS		
	Works in a Positive Manner with School Personnel (Human Resources)	Evaluator Comments
	Maintains Communications	Teacher Comments
PERSONAL CHARACTERISTICS		
	Reliable	Evaluator Comments
	Adaptable	Teacher Comments
PROFESSIONAL IMPROVEMENT		
	Makes Reasonable Effort to Improve Professional Performance	Evaluator Comments
		Teacher Comments

Evaluator Summary Comments:

Teacher Summary Comments:

This summative rating of the above-named teacher for this school year is (check one):

- Exceptional
- Satisfactory
- Needs Improvement
- Unsatisfactory

Documentation demonstrating the teacher was informed of unsatisfactory or needs improvement appraisals supporting evaluation must be included or referenced in the Summative Evaluation Form.

Evaluator's Signature

Teacher's Signature

Conference Date

The signature of the teacher does not indicate agreement with the evaluation but rather that he/she has received a copy of the form. Additional pages may be used as desired.

Appendix D -- Salary Index

**Sheffield-Sheffield Lake City School District
Teacher Index
Effective August 1, 2009**

Index Ratio		1.0390				
	BA	BA+12	BA+24	MA	MA+12	MA+24
0	1.0000	1.0390	1.0795	1.1216	1.1653	1.2107
1	1.0390	1.0795	1.1216	1.1653	1.2107	1.2579
2	1.0795	1.1216	1.1653	1.2107	1.2579	1.3069
3	1.1216	1.1653	1.2107	1.2579	1.3069	1.3578
4	1.1653	1.2107	1.2579	1.3069	1.3578	1.4107
5	1.2107	1.2579	1.3069	1.3578	1.4107	1.4657
6	1.2579	1.3069	1.3578	1.4107	1.4657	1.5228
7	1.3069	1.3578	1.4107	1.4657	1.5228	1.5821
8	1.3578	1.4107	1.4657	1.5228	1.5821	1.6438
9	1.4107	1.4657	1.5228	1.5821	1.6438	1.7079
10	1.4657	1.5228	1.5821	1.6438	1.7079	1.7745
11	1.5228	1.5821	1.6438	1.7079	1.7745	1.8437
12	1.5821	1.6438	1.7079	1.7745	1.8437	1.9156
13	1.6438	1.7079	1.7745	1.8437	1.9156	1.9903
16	1.7079	1.7745	1.8437	1.9156	1.9903	2.0679
21	1.7745	1.8437	1.9156	1.9903	2.0679	2.1485

**Sheffield-Sheffield Lake City Schools
Supplemental Pay Chart
August 1, 2009**

	0	1	2	3	4
I	18	18.5	19	19.5	20
II	12.5	13	13.5	14	14.5
III	10	10.5	11	11.5	12
IV	9	9.5	10	10.5	11
V	7	7.5	8	8.5	9
VI	5.5	6	6.5	7	7.5
One Period Release Time					
Two Periods Release Time					

Appendix E – Supplemental Positions

Position	Class
Varsity – Head BHS	
Football	I
Basketball (Girls, Boys)	I
Video Club	I
Wrestling	I
Varsity – Head BHS	
Volleyball	II
Cheerleading	II
Gymnastics	II
Baseball, Softball	II
Track (2)*	II
Assistant Varsity – BHS	
Football (6)*	II
Wrestling	II
Basketball (Girls, Boys) (3)*	II
Other	
Show Choir – BHS	II
Instrumental Music	II
Head Teacher – Elementary	II
Varsity – Head SMS, BHS	
Football SMS (4)*	III
Soccer BHS (2)	III
Volleyball SMS (2)*	III
Basketball SMS (Girls, Boys) (2)*	III
Wrestling SMS (2)*	III
Assistant Varsity – BHS, SMS	
Volleyball BHS (2)*	III
Gymnastics BHS	III
Baseball, Softball BHS	III
Track BHS(2)*	III
Varsity – Head SMS, BHS	
Golf BHS	IV
Bowling	IV
Cross Country BHS	IV
Track (Girls, Boys) SMS (4)*	IV
Other	
Student Council SMS	IV
Yearbook	IV
Athletic	
Faculty Mgr, BHS, SMS	V
Cheerleading Assistant	V
Other	
Marching Band Advisor	V
Majorette, BHS	V
Drama BHS	V
Intervention Assistance Team-One Salary Split/One Team/Barr, Forestlawn Tennyson (3)*	V
Instrumental Music Assistant BHS	V

Position	Class
Clubs	
Bowling	VI
Academic, SMS (3)*	VI
Hummingbirds	VI
Chess, BHS, SMS	VI
Memory Books	VI
Audio Visual	VI
Class Advisors, BHS (5)*	VI
Student Council, BHS	VI
National Honor Society, BHS	VI
Scholastic Challenge	VI
Academic Challenge	VI
Academic Decathlon	VI
Ski Club, BHS (1), SMS (1)	VI
SADD/Teen Institute	VI
Travel Exchange, BHS	VI
Science Fair Director, SMS	VI
Computer Club, Tennyson (2)*	VI
Future Homemakers of America, SMS	VI
Language Arts Coordinator/Publishing Center, Knollwood	VI
Newspaper, BHS, SMS	VI
SMS Environmental	VI
SMS Assistant Science Fair	VI
CAST	VI
Other	
Instrumental Music, SMS	VI
Vocal Music, BHS, SMS	VI
Pre-Season Football Conditioning (SMS Football* coaches only) 2.5%	VII
Weigh Lifting per season (Sept-Nov, Dec-Feb, Mar-May, Jun-Aug) 9%/4 per Quarter	VII
Saturday School (per hour)	VII
Athletic Director (1) period release time	VIII
Athletic Director (2) periods release time	VIII
Extended Time	
Guidance, BHS 2* (20 Day), SMS 2* (7.5 Days)	IX
Instrumental Head, BHS (20 Days)	IX
Instrumental Assistant, BHS (15 Days)	IX
Psychologist (12 Days)	IX
Vocational, BHS (15 Days)	IX
Vocational Home Ec, BHS (10 Days)	IX
Vocational Home Ec, SMS (5 Days)	IX
Vocational BHS (20 Days)	IX
OWA, BHS, SMS (20 Days)	IX
OWE, BHS (15 Days)	IX
Curriculum Leaders (7)* (10 Days)	IX
Video Club (10 days)	IX
SMS Scheduling Team (5)* (5Days)	IX

*As per article XIII, Section B, Number 5. The Board has the right to determine which supplementary positions need to be filled.

Appendix F

GRIEVANCE REPORT FORM
SHEFFIELD-SHEFFIELD LAKE CITY SCHOOLS

Type of Grievance

Distribution of Form

_____ Level 1

1. Superintendent

_____ Level 2

2. Principal/Immediate Supervisor

_____ Level 3

3. Association Representative

_____ Level 4

Building	Assignment	Name of Grievance	Date filed
----------	------------	-------------------	------------

A. Date cause of grievance occurred: _____

B. 1. Statement of grievance including specific section(s) of contract claimed to be violated: _____

2. Relief sought: _____

Signature: _____

Date: _____

C. Disposition: _____

Signature: _____

TUITION REIMBURSEMENT APPLICATION

Name _____ Date _____
Please Print

Building _____ Present Assignment _____

Area(s) Of Certification/License _____

College/University _____

Description/Name of requested Course: _____ Course Code: _____

Date course begins and ends

Beginning Date _____ Ending Date _____
mm/dd/yy mm/dd/yy

Relationship to Applicant’s professional license and teaching position with the District:

Number of Quarter Hours _____ Tuition Rate Per Hour _____

Semester Hours _____

I am not receiving financial aid or any other form of assistance with regard to the above course work. I further understand that in order to obtain reimbursement, I must submit an official transcript demonstrating a minimum grade of “B”, a paid receipt showing the actual cost of tuition, and that payment for hours will be made in an amount contingent upon total hours taken by bargaining unit members for that fiscal year. Reimbursement payments are made annually between June 1 and June 30, based on transcripts/receipts received on or before June 1.

Date of receipt of application _____ Course Approved _____

Course Disapproved _____

Superintendent Signature

Date

A		Discharge for Cause	35	H	
Academic Freedom	31	Disciplinary Rights	29	hazardous conditions	4
Accrued Leave	32	Discipline by administrator		Hearing	
Accusations	3	to teacher	3	Non-renewal	35
Action brought against		Dues	6, 8, 37	HIPAA Regulations	49
the Board	15	Duty Free Lunch	15, 42	Hours worked	41, 42, 43
Additional credits		E		I	
Placement on Salary		Early Retirement	39	Insurance Cost Containment	
Schedule	38	Emergencies	3, 22, 45	Committee	51
Adoption leave	23	Emergency School		Intent forms	11
After hours functions	3	Closure	3	Intradistrict mail	6
Annuities	37	Emergency sick		investigation	3
Anonymous letters	2	leave	19, 22	Itinerant teachers	3, 5, 18
Applications Procedures	10	Endowment Fund	38	Travel reimbursement	3
Assault leave	30	Entry Year Committee	60	J	
Assignment	9, 10, 11, 18	Entry Year Program	59	Job Sharing	15
Attendance Pay	40	Equipment usage	5	reinstatement	16
B		Evaluations	28, 29, 68	Salary and Fringes	15
BCI Check	11	observations	28, 29	Sick/Personal Leave	15
Building request forms	5	pre-evaluation		Jury Duty	26
Bulletin Board Usage	5	conference		L	
C		teacher	28	L.D. tutors	44, 54
Class Size	44	Evening activities	3, 45	Labor-Management	
Classroom Discipline	29	Exchange Teacher Leave	24	Committee	7
Closed Shop	4	Excluded from Bargaining		Leaves of Absence	19
Collective Bargaining	1	Unit	1	Legal Duty	25
Committee meetings		Experimental Programs	18	Levy Committee	38
compensation	41	F		Liability Insurance	50
Committee Meetings		Faculty meetings	6, 44	Limited contracts	14
District or School	41	Association use	5	Limited Contracts	
Community event		Fair Share Fee	8	1 year	15
Community Events		Fair share fee provisions	9	probationary	15
Compensation		Family Medical Leave	26	Limited Contracts	
Itinerants		Procedures	27	2 and 3 year	14
Complaint Procedure	3	Force		Local Professional	
Conferences		discipline	30	Development Committee	58
Evening	3, 45	Fringe benefits	15, 17, 47	Long term substitute	52
Continuing	13	Fund for Children in		Long-Term Substitutes	
Continuing Contracts		Public Education	38	compensation	52
eligibility	13	G		LPDC	28
Continuing service		General Insurance		Lunch	15
status	13	Provisions	49	M	
Curriculum Writing		Goals		Mail Box Usage	5
Compensation	40	Improvement in problem		Mail Carrier	6
D		areas	29	mail usage	5
Death in Family	19, 49	Grievance Procedures	31	Make-up days	4
Death of Employee	10	Arbitration Level	33	Mediation	1
Deficiency report	2	Board Level	33	Membership	
Dental insurance	48	Formal	32	Association	8
Direct deposit	36	Informal	31		
		Superintendent Level	32		

W

Work Day	42
Work Year	41
Working Conditions	4