



Master Agreement

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between the

**TRIWAY EDUCATION
ASSOCIATION**

and the

**TRIWAY LOCAL
BOARD OF EDUCATION
(Wayne County, Ohio)**

**Effective
July 1, 2012– June 30, 2014**

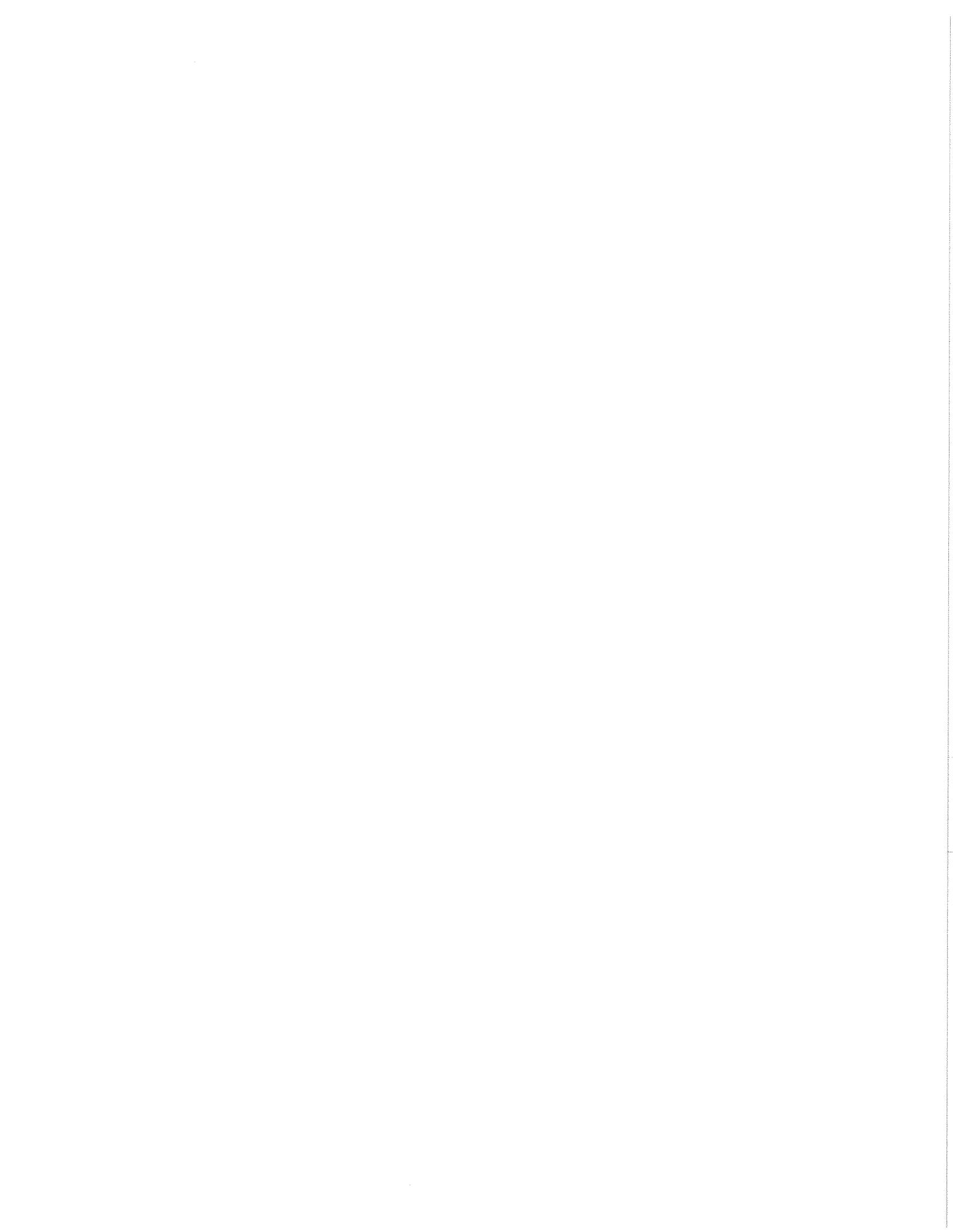


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PREAMBLE

It is the purpose of this Agreement to establish and to set forth an orderly procedure for the consideration and resolution of matters of concern in accordance with Article 2, Section H.

ARTICLE 1. RECOGNITION

A. Recognition of the Association

1. The Triway Local Board of Education, hereinafter "Board," does hereby recognize the Triway Local Classroom Teachers Association, hereinafter "Association," as the exclusive representative of all professional staff including tutors, but excluding DPPF Instructional Aides, supervisors, administrators, substitutes, and non-certificated/non-licensed personnel. The Association shall be the exclusive negotiating agent and representative for all certified/licensed teaching personnel presently employed or who will be employed by the Board during the term of the recognition pursuant to Ohio Revised Code (ORC) 4117.04 through 4117.06.
2. The term "teacher," as used in this Agreement, shall refer to those certificated/ licensed persons in the bargaining unit, excluding those certificated/licensed persons listed in A1, above, and tutors listed in A3, below.
3. The term "tutor" shall mean LD tutor, whose benefits and rights to use this Contract are limited as a result of this position being paid hourly as set forth in Article 36, herein.

B. Recognition of Board and Superintendent

The Association recognizes the Board as the locally elected body charged with the establishment of policies of public education in the Triway Local School District and as the employer of all certificated/licensed personnel of the School District. The Association and the Board recognize the Superintendent as the chief executive officer and the primary professional advisor of the Board.

C. Membership in Professional Organizations

Both parties recognize that certificated/licensed personnel have the right to organize, join, and support any organization for their professional and/or economic improvement, and that such membership in any organization shall not be required as a condition of employment. Such organization may set criteria for membership but may not exclude teachers as a member on the basis of sex, marital status, race, creed or national origin.

D. Definition of Full-Time

1. "Full-time certificated/licensed teacher" shall be defined as a teacher working the equivalent of one hundred-twenty (120) days or more per school year.
2. "Full-time tutor" shall be defined as a tutor working no fewer than thirty (30) hours average per week for one hundred-twenty (120) days or more per school year.

ARTICLE 2. NEGOTIATIONS PROCEDURE

A. Directing Requests

1. Requests in writing for negotiations meetings from the Association will be made directly to the Superintendent and the Board. Requests from the Board will be made in writing to the President of

the Association. These requests shall be submitted on or before one hundred fifty (150) calendar days prior to the expiration of the Contract, with negotiations to begin one hundred twenty (120) calendar days prior to the expiration of the Contract.

2. Negotiations meetings shall be held at the request of either party involved, and further negotiations shall be completed within seventy (70) calendar days or by a mutually agreed time. Negotiations meetings shall be conducted in private unless mutually agreed by both parties. Negotiations will be conducted at least once every seven (7) days. The only exception to the aforementioned shall be in the case of hazardous weather, illness of team members, or reasons mutually agreed upon.

B. Representation

Representation shall be three (3) to five (5) representatives each for the Board and the Association with no fewer than three (3) members present. Neither party in any negotiations shall have control over the selection of the negotiating or bargaining representatives of the other party. However, the Association team shall be represented by at least four (4) employees of the Board who are bargaining unit members, and the Board shall be represented by at least four (4) members of the Board or their designated administrative employees.

C. Assistance

The parties may call upon additional professional and lay representatives to consider matters under discussion and to make suggestions necessary. Clerical assistance shall be provided at a cost agreeable to both parties.

D. Agreement

1. As each item is tentatively agreed, it shall be reduced to writing and initialed by a representative of each party. When total tentative agreement is reached through negotiations, the total outcome shall, within seven (7) days, be submitted to the Association for formal approval. Following ratification by the Association, the Board shall within seven (7) days act upon the total outcome. When approved by both parties, it shall be signed by the parties and shall become a part of the official minutes of the Board and becomes Board Policy. Any resulting agreement shall constitute a modification of policy and shall be binding on both parties. No provision of the resulting agreement shall discriminate against any staff member regardless of membership or non-membership in the bargaining unit.
2. The Contract will be printed in an acceptable format within thirty (30) workdays after agreement has been reached. Sufficient quantities for the staff, the Administration, and the Board will be printed. The cost will be equally split between the Board and the Association with the cost approved in advance. Additional copies may be obtained at the expense of the ordering parties provided the additional copies are requested prior to the original run.

E. Disagreement

1. Responsibilities - The parties pledge themselves to negotiate in good faith and in the event of failure to reach agreement, to utilize in good faith such impasse procedures as are or may be provided by this Agreement.
2. Impasse Procedure
 - a. If fifty (50) calendar days before the expiration of the existing Agreement, the parties are unable to reach an Agreement, either party may request the State Employment Relations Board (SERB) to intervene. The request shall set forth the names and addresses of the parties, the issues involved, and the expiration date of the Agreement.

- b. If an impasse exists forty-five (45) calendar days before the expiration of the Agreement, SERB shall appoint a mediator to assist the parties in the bargaining process.

F. Rights of Individuals

Nothing in this Agreement shall prohibit any member of the bargaining unit from presenting views that affect him/her or the status of the District to the Superintendent or to the Board in conformance with law.

G. Provisions Contrary to Law

1. If any provision of this Agreement or the application of any provision shall be rendered or declared invalid, unlawful, or not enforceable by any court action or by reason of any existing or subsequently enacted legislation, then such provision shall not be applicable, performed, or enforced, except to the extent permitted by law, but all remaining parts of this Agreement shall remain in full force and effect for the term of this Agreement.
2. If the above should occur, the Superintendent and the Association President shall meet within seven (7) days to resolve the consequences of the ruling or legislation. Each party may bring an additional representative of its choice.

H. Definitions & Miscellaneous

1. "Negotiations" means conferring, discussing, and bargaining in good faith by the Board and its designated representatives and the Association through its designated representatives in an effort to reach agreement in accordance with ORC 4117.08.
2. "Good faith" involves coming to the negotiating table with the intention of negotiating, not dogmatically pursuing preconceived stands. Good faith requires that the Association and the Board be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reason or to offer counterproposals. Good faith requires both parties to recognize negotiations as a shared process. The obligation of the Board or its representatives and the representatives of the Association is to meet for purposes of negotiations but does not compel either party to agree to a proposal or require the making of a concession.
3. "Days" shall mean calendar days.
4. In the event this Agreement expires, all negotiations will be conducted by the rules stated herein until such time as a successor Agreement is agreed upon.
5. Study Committees - The parties may appoint by mutual agreement, joint ad hoc study committees to research, study, and develop projects, reports and programs and to make recommendations on matters under consideration. The committees shall report all findings to both parties.
6. Exchange of Information - Upon reasonable request, the Superintendent shall make available to the Association and the Association shall make available to the Superintendent such information as is pertinent to the issues under negotiation. If such information is not available or existing, both teams are responsible for gathering information. However, nothing herein shall require the Superintendent or the Association to make available any confidential information or report expressly compiled for the use of the Board and its negotiators or the Association and its negotiators; nor shall either party be compelled to compile data, etc.
7. While Negotiations Are In Progress
 - a. Protocol: No action to coerce or censor or penalize any negotiations participant shall be made or implied by any member or either party as a result of participation in the negotiations process.

- b. Caucus: The chairperson of either group may recess his/her group for independent caucus at any time. A caucus shall be for a period of up to thirty (30) minutes, unless otherwise mutually agreed.
- c. Item Agreement: As negotiation items receive tentative agreement, they shall be reduced to writing and initialed by the chairperson of each committee.
- d. Schedule of Meetings: Unless the parties agree otherwise, prior to impasse, each meeting shall conclude with the parties scheduling the next negotiations meeting.
- e. Authority of Teams: While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- f. Dissemination of Information
 - 1. All parties to the negotiations procedure shall absolutely respect the confidential nature of these meetings.
 - 2. Prior to Impasse, only periodic progress reports approved by both parties shall be released to news media during negotiations.
 - 3. Progress reports may be made to the Board and to the Association and its affiliates. Constituents are to respect the confidentiality of such reports.

I. Modification

Notwithstanding any other provision in this Article, the parties may modify in writing the Negotiations Procedure by mutual agreement prior to the commencement of any negotiations provided for in this Agreement.

ARTICLE 3. ASSOCIATION PRIVILEGES

- A. The Association will have the right to submit topics for consideration or comment on items under consideration by the Board in accordance with citizens' participation procedures listed in the Board section of the Policy Book.
- B. The Association President will be provided one (1) copy of the Board meeting agenda prior to each regularly scheduled Board meeting and other such material as is provided to the Board except on matters privileged and/or confidential in nature.
- C. The Association will have the privilege of participating in the orientation for new teachers.
- D. Facilities may be used by the Association with prior approval of the Superintendent and the Principal. Further, the Association will be responsible for expenses for custodians, etc., and damage to said facility. The privilege may be revoked by the Superintendent if the aforementioned provisions are not followed.
- E. The Association may use the bulletin board in the teachers' lounge.
- F. The Association may use the public address system for announcements with prior approval of the Principal.
- G. The Association may use the internal mail system.

- H. Professional staff members will not be harassed by the Board or the Association regarding their preference to be members or refrain from membership in the Association.
- I. The Board Policy Manual will be placed on CDs as well as available electronically. The Association President will be given two (2) copies of the CDs.
- J. All proposed changes in the Board Policy Book will be forwarded to the Association President as a part of the Board agenda.

K. Committee Participation and Representation

- 1. The Board shall notify the Association of any new or potential committee and its membership. Any District-wide or building committee shall allow for input from the Association on the issues discussed.
- 2. The Association shall have the right to appoint at least one (1) person but no more than three (3) to be seated on any District-wide committee or building committee [except the current District Curriculum, Technology and Athletic Committee as established January 5, 1998] that has members other than just Board members, Treasurer, and administrators. Any teacher on a committee will not have the authority to bind the Association or the Board.
- 3. No committee or members thereof may usurp the Association as exclusive representative of the bargaining unit.

ARTICLE 4. ASSURANCE CLAUSE

The parties to this Agreement, as well as employees and Administration, agree that there shall be no reprisal in any manner taken against any person as a result of participation in negotiations, a grievance, Association activity, or the use of this Agreement.

ARTICLE 5. GRIEVANCE PROCEDURE

A. Definition of Terms and General Policies

- 1. A "grievance" will be defined as an alleged violation, misapplication, or misinterpretation of this Agreement.
- 2. The purpose of the grievance procedure is to secure, at the lowest possible level, acceptable solutions to grievances.
- 3. The "grievant" is defined as an employee, group of employees, or the Association who have a grievance and who may have the grievance processed by his/her representative.
- 4. "Days," used in reference to limitations in this procedure, shall refer to calendar days excluding Saturdays, Sundays, holidays, and vacations for the persons involved. However, if the concerned parties are in mutual agreement, limits may be adjusted. Vacation days will be limited to four (4) weeks.
- 5. All grievances will be filed at the lowest possible level, which means that level of the grievance procedure at which the Administrator deciding the grievance has authority to make a resolution.

6. At any level, a grievance may be withdrawn by the alleged aggrieved party. Failure of the alleged grievant to follow the prescribed timelines makes the grievance null and void, and the facts or circumstances upon which the grievance was based may not be re-filed.
7. In order to be considered timely, all grievances shall be filed at the formal level within thirty (30) days of the date when the grievant knew or should have known of the alleged violation, misapplication, or misinterpretation of this Agreement.
8. The Association President, the building representative, and the grievant will be released with pay from duties to attend any hearing. This absence will be charged to Compulsory Leave. If the hearing ends prior to the middle of his/her respective teaching day, the teacher shall return to regular duty.

B. Informal Procedure

An issue shall first be taken up verbally between the complainant and/or the representative involved and the Administrator and/or representative at that level.

C. Formal Procedure

1. Immediate Supervisor

- a. Within the time limits specified in A7, above, a grievant shall write the grievance on a grievance form (Appendix A) provided by the Board, giving the facts and indicating the basis for the grievance, sign it, and give it to the Immediate Supervisor. The Immediate Supervisor shall respond to the grievant within five (5) days.
- b. If satisfactory agreement is reached, the Immediate Supervisor shall write the settlement on the grievance form, co-sign it with the grievant, and return one copy of the form to the grievant, one copy to the Association President, and one copy to the Superintendent.
- c. If a satisfactory agreement is not reached, the Immediate Supervisor shall write his/her disposition and sign his/her name. He/She shall return one copy to the grievant, one copy to the Superintendent, and one copy to the Association President.

2. Superintendent

- a. If Step One fails to resolve the grievance, the grievant shall, within five (5) days, make a written request to the Superintendent to study the grievance. The Superintendent shall schedule a conference to be held within ten (10) days of the receipt of the grievance. The Superintendent shall respond within fifteen (15) days of receipt of the grievance.
- b. If satisfactory agreement is reached, the Superintendent shall write the settlement on the grievance form, co-sign it with the grievant, and return one copy of the form to the grievant and one copy to the Association President.
- c. If a satisfactory agreement is not reached, the Superintendent shall write his/her disposition and sign his/her name. He/She shall return one copy to the grievant and one copy to the Association President.

3. Board of Education

- a. If Step Two fails to resolve the grievance, the grievant shall, within five (5) days, make a written request to the Board to study the grievance. The Board shall schedule a conference to be held at the next regular Board meeting that occurs at least five (5) days after receipt of the grievance. The Board shall respond to the grievance within five (5) days after the meeting.

- b. If satisfactory agreement is reached, the Board, through its Treasurer, shall write the settlement on the grievance form, co-sign it with the grievant, and return one copy of the form to the grievant and one copy to the Association President.
 - c. If a satisfactory agreement is not reached, the Board, through its Treasurer, shall write its disposition and authorize signing by the Treasurer. The Treasurer shall return one copy to the grievant and one copy to the Association President.
4. Arbitration
- a. If a satisfactory disposition is not rendered, the grievant may appeal the decision to arbitration. This shall be initiated by the grievant or his/her representative requesting arbitration in writing to the Superintendent within ten (10) days of the receipt of the Step Three answer. If the grievant or his/her designated representative and the Superintendent or his/her representative cannot agree on a hearing officer within five (5) days, either party may petition the American Arbitration Association to provide a list of fifteen (15) names, at least three (3) of which must be residents of Ohio, from which the parties shall alternately strike a name until one remains and that person shall serve as hearing officer. The striking of the first name shall be determined by a toss of a coin. The decision is to be rendered in writing to the parties.
 - b. If the grievance is denied by the arbitrator, the costs of the arbitration shall be paid by the Association. If the grievance is sustained by the arbitrator, the cost of the arbitration shall be paid by the Board. If the grievance is sustained in part and denied in part, the costs shall be allocated by the Arbitrator. Costs shall include costs of the hearing room and the arbitrator's fees and expenses.
 - c. Findings are binding on the grievant, the Association, the Administration, and the Board. The arbitrator shall have no power to add to, subtract from, or modify the provisions of this Contract, or to render a decision inconsistent with the provisions of this Contract. If there is any question as to arbitrability, arbitrability shall be determined by the arbitrator as part of the arbitrator's decision.

ARTICLE 6. EMPLOYEE WELFARE AND INPUT

A. Citizenship and Personal Freedom

The full legal rights of citizenship shall be enjoyed by all members of the teaching staff with no discrimination exercised due to race, color, creed, national origin, religion, disability, or gender.

B. Academic Freedom

Democracy thrives on the right to make choices. The ability to make wise decisions cannot develop without opportunities for freedom of inquiry in teaching and learning.

1. In order to develop citizens with an appreciation of the concepts of democracy, which instills respect for the Constitution and the Bill of Rights and an acceptance of the value of individual personalities, an atmosphere of academic freedom shall be maintained.
2. Freedom of conscience, association and expression will be encouraged and fairness in procedures will be observed to safeguard the interests of the schools and to set an example of the objectives of democracy.
3. Academic freedom does not restrict the Board's right to determine curriculum or subject offerings.

C. Other Duties

All duties other than normal classroom duties and paid supplemental duties will be as equitably assigned as is possible.

D. Scheduling "Specials"

"Specials" will be scheduled in cooperation with the building teachers. "Specials" are those classes not taught by a regular teacher.

E. Appropriation Input

Budget input from the teachers will be allowed at their faculty meetings. Teachers may submit their requests for supplies, equipment and other needs to their department heads. The department heads, who are responsible for department resources, shall take the requests to the building principal for consideration to purchase. Twice yearly, the Treasurer will present to the TLCTA an update on the District finances and receive input. Teachers are encouraged to submit suggestions related to budget savings. Ultimately, the Board retains the right to allocate and budget funds.

F. Supply Budgets

Each Principal will inform department heads and each other teacher not in a department of the tentative funds available for supply and book purchases within thirty (30) calendar days after the passage of the annual permanent appropriations.

G. Release Time For Wayne County Fair

Any teacher who is sponsoring or assisting students in projects at the Wayne County Fair shall be provided sufficient release time prior to the Wayne County Fair to assist in the set-up and presentation of the project.

H. Curriculum

The Board reserves the right to make all decisions regarding curriculum, subject matter, and financial matters concerning the District. The only restriction to this paragraph is that which is contained in the written provisions of this Contract.

I. Administering Medication

An employee shall not be required to administer a medication/drug to a student if the employee objects.

J. Student Grades

K-12 District grades will be due by 3:00 PM on the Tuesday after the end of the nine (9) weeks. During the last nine (9) week period, the Building Principal may determine when grades will be due.

K. Student Behavioral Problems; Right to Know

The Administration will make reasonable effort to notify building staff of known, potentially violent behavior problems of students.

L. First Aid Supplies

First aid supplies, including latex-free gloves, will be made available in reasonable quantities to any teacher who requests such supplies in his/her classroom/office.

M. Local Professional Development Committee

1. A Local Professional Development Committee (LPDC) shall exist to oversee and review professional development plans for continuing education and CEU credits (if approved by the State of Ohio.)
2. The term of office for LPDC members shall be three (3) years, and terms for teacher representatives, in order to provide continuity, shall be staggered so that one (1) teacher will go off the Committee each year.
3. The LPDC shall be composed of three (3) persons appointed by the Association, which shall have as representation: Elementary, Middle School and High School, and two (2) persons appointed by the Superintendent. Vacancies arising during the term shall be filled in the same manner.
4. The Chairperson and LPDC decisions shall be determined by majority vote of the LPDC. It is the Chairperson's responsibility to prepare agendas and minutes for each meeting.
5. The LPDC shall develop and maintain an independent appeals procedure for appeals from decisions of the LPDC whose decisions are not grievable. Administrators and the Treasurer, whose plans are denied, may appeal to the Board of Education per the Board appeals procedure as the alternative to the LPDC's independent appeals process.
6. The LPDC will meet four (4) one-half days during the work year. Substitutes will be provided, as are necessary, by the Board. The meetings, if any other staff are included, will be held after school hours with the time and dates posted for all certificated/ licensed staff. At least two (2) meetings will be held during the summer months when school is not in session. These meetings will be posted for all certificated/licensed staff. Members of the LPDC will receive a stipend of Eight Hundred Dollars (\$800.00) per year, per person.
7. LPDC members shall be afforded the opportunity to attend training related to performance of their duties, subject to the Superintendent's approval. Where such training occurs during the regular workday, paid release time shall be granted not subject to any Professional Leave restrictions but subject to the approval of the Superintendent, whose approval shall not be unreasonably withheld.
8. Secretarial services, certificate/license tracking services, and storage of information and files for the LPDC shall be provided for and/or paid by the Board working in collaboration with the Superintendent.
9. Educational plans shall be submitted in writing to the LPDC for approval by January 30 of the first year of their new certificate/license. Any questions of the LPDC shall be in writing to the individual.
10. The LPDC shall annually communicate the certification/licensure status of staff to the Superintendent by September 30.
11. For the term of the Negotiated Agreement, the LPDC will undertake the responsibility for the Master Teacher Program as required by SB 2.

The LPDC will:

- a. Function as the Master Teacher Program Committee of at least five total members (majority teachers) to review and score Master Teacher applications.
- b. Establish formatting, assembling and submitting requirements. (using the document on the Master Teacher Program produced by the ODE Center for the Teaching Profession. Appendix I.)

- c. Report the number of Master Teachers in their district through EMIS beginning with the 2008-2009 school year.
- d. The District will insure that, under no circumstances, will the involvement in the activities of the Master Teacher Program Committee result in any adverse employment decisions for Committee Members or Master Teachers.
- e. Insure that the Master Teacher Program process shall have no adverse impact on the teacher's employee evaluation.
- f. Assure that the Master Teacher Program process is completely voluntary for bargaining unit members.
- g. Determine at the expiration of this Negotiated Agreement if the tasks of Master Teacher Committee are able to be continued in future Negotiated Agreements by the LPDC. The LPDC will make their recommendation to the Association and Board Negotiation Teams prior to the start of the next negotiations.

N. Education of Students with Disabilities

1. The Association and the Board recognize the District's obligation to provide a free appropriate public education for students with disabilities under IDEIA and/or Section 504. The parties further recognize that Federal and State statutes and regulations require that disabled students be educated "to the maximum extent appropriate" with children who are not disabled by providing special education, related services, and supplemental aids and services in the least restrictive environment. In providing a free appropriate public education, the parties acknowledge that the needs of each individual disabled student will dictate the environment in which the child is educated and that each student's education plan will be developed in accordance with their individual special needs.
2. Recognizing these statutory obligations, the continuum of options available to disabled students, and the potential impact and additional teacher workload of these obligations and options in a regular education classroom setting, the following factors will be considered:
 - a. The educational benefits, both academic and nonacademic, available to a disabled student in the regular classroom setting and the disabled student's progress, with appropriate supplemental aids and services;
 - b. The effects and impact of the disabled student's inclusion in the regular education classroom setting upon the other children in the class, both positive and negative (e.g. unreasonable classroom disruptions or diversion of instruction time despite appropriate supplemental aids or services); and
 - c. The cost of necessary supplementary services.
3. Any teacher involved in educating a student who is being served under an IEP or 504 Plan will be given a copy of that plan.
 - a. Teachers will be given the opportunity to provide input and feedback in the development, implementation or revision of that plan.
 - b. The IEP/504 Plan will designate the individual to whom the teacher should go to discuss questions and concerns related to Section N2, above, or seek revisions or interventions.

4. IEP/IAT Meetings

- a. Bargaining unit members who are unable to attend an IEP/IAT meeting may submit the required input on the plan prior to the scheduled IEP/IAT meeting.
- b. Bargaining unit members required or invited by the Building Administrator to attend an IEP/IAT meeting will be paid a fixed rate of Twenty Dollars (\$20.00) per meeting for meetings held outside the workday.
- c. If parents are able to attend meetings during the workday, Building Administrators/IEP Case Managers will attempt to schedule the IEP/IAT meeting during work time.
- d. Building Administrators/IEP Case Managers will attempt to avoid scheduling IEP/IAT meetings during the regular education teacher team member's daily preparation period.
- e. Building Administrators will use building substitutes to cover classes for regular education teachers who are required to attend IEP/IAT meetings as a member of the team.
- f. A teacher who is to implement any part of an IEP/IAT and who has reason to believe that the student's placement is inappropriate may request an IEP/IAT team meeting.

5. Recognizing that special classes, separate schooling, or removal of children with disabilities from the regular education environment may occur only when the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily; the District will be proactive in:

- a. Exploring outside resources that will support and assist the affected teachers in providing education in the least restrictive environment;
- b. Providing inservice training to teachers to assist in addressing the needs of disabled students in a regular education classroom environment;
- c. Exploring successful models of inclusive programs in a regular education environment for consideration and possible implementation; and
- d. Providing the individualized supplementary aids and services, including personnel, that may be necessary to provide instruction, medical procedures, or custodial care in a regular education environment.

6. To the extent practical, IEP/504 meetings or staffings will be held during the workday.

7. Special education teachers (exclusive of tutors or related services personnel) will be provided one (1) day release time for drafting of IEPs. Special education teachers shall be provided release time, as has been the practice, to conduct IEP conferences.

8. Nothing in this Article shall conflict with Federal or State laws governing the education of disabled students.

9. Specialized Health Care Procedures

- a. Teachers in MH units with medically fragile students will be trained in any procedure necessary to protect the child.
- b. Teachers, other than MH teachers with medically fragile students, shall not be requested or required to perform any medical procedure including, but not limited to, gastrostomy tube

feedings, catheterizations, or tracheotomy suctioning of a student. Trained teachers in MH units may be requested but are not required, except in emergencies, to perform any medical procedure including, but not limited to gastrostomy tube feedings, catheterizations, or tracheotomy suctioning of a student.

10. Any issues relating to the following topics are not grievable:

- a. a student's eligibility for special education or accommodations under the IDEIA or 504 Plan;
- b. the contents or appropriateness of a student's IEP/504 Plan; or
- c. the student's placement.

O. Part-Time Positions

Part-time positions will be kept to a minimum.

P. Labor/Management Committee

The Triway Local Board of Education and the Triway Education Association agree to form, a Labor/Management Committee (LMC) consisting of three (3) members appointed by the Association and three (3) members appointed by the Board. The Committee shall meet at mutually agreeable times as needed upon either parties request, for the purpose of discussing, not negotiating issues of concern to both parties. The Committee shall request training from the Federal Mediation and Conciliation Service to establish ground rules and support as needed.

Q. Disciplinary Action

Disciplinary action taken by the Board shall not be arbitrary, capricious or unreasonable. Termination, however, shall be subject to ORC 3319.16 and 3319.161.

ARTICLE 7. PROCEDURE FOR HANDLING PARENTAL COMPLAINTS

- A. Upon receipt of a parental complaint, the Building Principal will inform the teacher and the teacher will make personal contact with the parent within two (2) school days. It is the responsibility of the teacher to inform the Building Principal of the status of the complaint.
- B. If such contacts do not lead to understanding and resolution of the problems involved, the Building Principal, along with the teacher, will meet to develop a means to deal with the complaint.
- C. The Building Principal, upon initially being informed of a complaint, should inform the parents of the following:
 1. that the teacher will be in contact with them within two (2) school days; and
 2. that the parent should contact the Principal if the teacher does not contact them within two (2) days or if the parents are in not satisfied with the results of the contact.
- D. All anonymous complaints will be disregarded.
- E. No parental complaints will be placed in a personnel file.
- F. All parental complaints shall be directed to the Building Principal.

ARTICLE 8. CLASS SIZE

A. Triway Local Schools will comply with the following regarding pupil-teacher ratios:

1. Forty (40) classroom teachers per 1,000: Basic ADM
2. Not counted in the aforementioned:
 - a. Administration,
 - b. Special Education Teachers,
 - c. Vocational Education Teachers,
 - d. Federally-funded employees, and
 - e. E.S.P. people counted in the five (5) per 1,000 ratio for that category.

B. Triway Local Schools will comply with the following E.S.P. pupil ratios:

1. Five (5) E.S.P. people per 1,000: Basic ADM
2. E.S.P. people are:
 - a. Elementary Physical Education
 - b. Elementary Music
 - c. Elementary Art
 - d. Guidance Counselor
 - e. Visiting Teachers
 - f. Librarians
 - g. Nurses

ARTICLE 9. COVERING CLASSES OF ANOTHER TEACHER

- A.** Any teacher who covers the class(es) of an absent teacher, or any group of teachers who agree to split a class normally assigned to another teacher, shall be paid one-eighth (1/8th) of the substitute teacher's daily rate for each class period (subject area). No payment shall be made for less than thirty (30) minutes of coverage. Teachers who split a class shall equally split the rate paid for the additional assignment. A supplemental contract will be issued to those who volunteer and sign up for the duty. Teachers who perform this duty shall be rotated, if at all possible. Furthermore, this Section is not applicable for situations where two (2) or more teachers, for the convenience of each other, agree to perform this duty.
- B.** Students will not be placed in the library for covering classes.
- C.** Regarding study halls, no more than two (2) additional classes may be placed in any study hall.

ARTICLE 10. ANNUAL ATTENDANCE

- A. The Board will receive input from the staff when developing the calendar, through a proposal submitted by the Association for consideration within thirty (30) days of the Superintendent's request to the Association President for input. Final decision on the calendar will comply with State law and will be at the discretion of the Board. Further, all make-up days will be built into the calendar and adopted with the calendar.
- B. The teacher school year will be a maximum of one hundred eighty-four (184) workdays [one hundred eighty-five (185) for teachers new to the District], which will include:
 - 1. One hundred eighty (180) student contact days including two (2) parent/ teacher conference days; and
 - 2. For docking purposes, the division to determine daily rate shall be the number of contract days.
- C. If the State of Ohio modifies the required school year, the parties shall meet to negotiate the maximum number of workdays.
- D. **Parent/Teacher Conferences**
 - 1. Parent/Teacher conference dates, including starting and ending times, will be identified in the adopted school calendar and shared with teachers prior to the opening of the school year. Thus, determination for conference times must be done prior to the Board vote on the school calendar.
 - 2. All teachers will be released as has been done in the past, meaning the Monday after Thanksgiving and the Friday before the Monday of Presidents' Day. Bargaining unit members shall be released from work as compensatory time for the four (4) annual evening conferences, unless otherwise agreed to by the Board and the Association.

ARTICLE 11. SCHOOL DAY

- A. The school day will be seven and one-half (7-1/2) hours and will maintain the current eight (8) period day at the High School. The elementary day will begin at 8:15 AM and end at 3:45 PM. The secondary day will begin at 7:30 AM and end at 3:00 PM.
- B. The student day will be 8:50 AM – 3:40 PM for elementaries and 7:40 AM – 2:50 PM for secondary buildings.
- C. Each teacher shall be granted at least thirty (30) minutes duty free lunch each school day during which time he/she shall not be required to perform any school activity, and said teachers may leave school premises at lunch time after notifying the Principal or secretary.
- D. **Conference and Planning Time**
 - 1. High School and Junior High - Planning time shall be equal to at least one (1) teaching period within the student day.
 - 2. Elementary - Planning time shall equal at least two hundred (200) minutes per week per teacher during the student day.
- E. **Flexibility**

All parties will respect the need to have staff present and on duty during all instructional and duty times of the student day. Each teacher will be permitted to leave the building, with prior notification, at times that coverage is not needed, provided the teacher is able to work the seven and one-half (7.5) hour day by

coming in early or staying late. These absences will not require an All Purpose Leave Form to be completed unless coverage is needed.

F. Monthly Staff Meetings

Monthly staff meetings are to be attended by teachers and will be counted as part of the seven and one-half (7.5) hour day. Administrators will attempt to keep the times of these meetings within a possible seven and one-half (7.5) hour day. [Example: Beginning just before or after the student day times listed in B, above.]

ARTICLE 12. ALLOWANCE FOR BOARD-APPROVED CONFERENCES/CLINICS/WORKSHOPS

- A. The statute provides that any Board employee may, at Board discretion, receive compensation and expenses for days on which he/she is excused by the Board to attend professional meetings, and the Board may provide and pay the salary of a substitute for such days.
- B. A teacher does not have a vested right to attend any such meetings. The attendance at and the right to receive compensation and expenses for meetings, rests in the discretion of the Board except as provided herein.
- C. Under the following conditions, the Board will approve clinics and workshops to at most Forty Thousand Dollars (\$40,000) per school year, to be prorated among the buildings based upon the number of staff members in each building. [Unencumbered dollars remaining as of March 15 shall be pooled and available to all teachers.]
 - 1. For Board-approved workshops, clinics, and conferences held within or outside the State, the Board will provide a paid classroom substitute for up to two (2) District teachers released to attend such functions. The Superintendent may approve in excess of the allotted two (2) attendees per workshop, clinic or conference.
 - 2. Travel will be paid by the Board at the rate specified in Article 30 (Travel Allowance) to a maximum of five hundred (500) total miles regardless of mode of transportation. Mileage is for one (1) person for every three (3) persons per conference. In addition, parking fees will be paid.
 - 3. The Board will reimburse per person, per day, for the duration of the conference, clinic, or workshop, a food allowance of Thirty-Five Dollars (\$35.00) unless the registration and lodging fees include meals.
 - 4. Registration fees for the conference, clinic, or workshop will be paid by the Board. Registration fees in excess of Fifty Dollars (\$50.00) should be paid through a District Purchase Order if allowed by the conference. Otherwise, registration fees in excess of Fifty Dollars (\$50.00) will be timely paid by the Board directly to the conference, if application for the conference is submitted thirty (30) calendar days or more prior to the conference. However, if a bargaining unit member does not attend the conference that has nonrefundable prepaid registration and is not otherwise on Sick Leave for which substantiation may be required and schools are not closed due to inclement weather, the Board is authorized to deduct the registration fee from the next pay of the bargaining unit member.
 - 5. Lodging will be paid at a maximum of Ninety Dollars (\$90.00) per person per night. If employees are sharing a room, the reimbursement for lodging will not exceed the actual cost of the room.
 - 6. All clinics and workshops for staff must be approved by the Board prior to the clinic/workshop. All requests will be submitted to the Superintendent on the appropriate forms (Appendix B) at least thirty (30) calendar days prior to the conference/clinic/workshop. The Superintendent may approve conferences/ clinics/workshops between Board meetings.

7. A maximum of two (2) clinics, workshops or conferences may be approved for each employee per school year, excluding those mandated by State programming.
 8. In order to provide optimum use of these funds, bargaining unit members, if the option is available, should select the closest, lesser expensive conference, if two (2) conferences are identical in content.
 9. At the end of each fiscal year, any funds left in this account shall be divided equally (to a maximum of that initially requested) to those persons who had applied and been denied funds for this purpose during the fiscal year.
- D.** Athletic clinics and workshops are in addition to the amount in Section C, above, and are paid out of the athletic budget and use the procedure established below:
1. The Board shall appropriate Three Thousand Dollars (\$3,000) per contract year.
 2. Head Coaches of each sport shall be permitted One Hundred Dollars (\$100.00) per contract year toward an athletic clinic/workshop of his/her choice.
 3. The Head Coach of each sport shall be permitted to assign, to any other member of his/her coaching staff, One Hundred Dollars (\$100.00) per contract year toward an athletic clinic/workshop approved by the Head Coach.
 4. The remaining money in each contract year shall be granted to persons approved by the Athletic Director in no larger than One Hundred Dollars (\$100.00) increments.
 5. For the duration of this Contract, any unspent portion of the annual Three Thousand Dollars (\$3,000) shall be automatically carried over to the next contract year in addition to that allotted in D1, above.
 6. Head Coaches and varsity level Assistant Coaches who are approved by the Head Coach and High School Principal shall be released to attend State Finals in his/her sport without any additional cost to the Board other than perhaps a substitute. However, approval is subject to the availability of a substitute.

ARTICLE 13. COMPULSORY DUTY

- A.** Release time with pay shall be granted when a teacher is summoned for jury duty or subpoenaed to appear in court, at a State Employment Relations Board hearing, or at a grievance hearing. (See Appendix B)
- B.** Teachers seeking release time under this Article shall notify their Building Principal as soon as possible so that arrangements for substitutes may be made.
- C.** Fees, less documented expenses, received by the teacher as compensation for jury service or witness fees shall be paid over to the Board Treasurer upon the teacher's return to school.
- D.** If the teacher is released from jury service or the hearing prior to the middle of the teacher's teaching day, the teacher shall return to regular duty.

ARTICLE 14. PERSONAL LEAVE

- A.** Each teacher shall be granted three (3) days of Personal Leave per school year. One (1) of the three (3) days may be unrestricted but may not be taken during the first month, last month, on professional development days, or used to extend a holiday. Such leave shall not be cumulative. No more than fifteen

percent (15%) of the staff to the next whole person in a building may be on Personal Leave during the same period of time. Conflicts will be resolved on a first-come/first-served basis. Exceptions to this rule shall be up to the Superintendent.

B. Personal Leave shall be granted for the following reasons:

1. Personal business,
2. Emergencies of any immediate nature,
3. Religious holiday,
4. Compulsory court attendance,
5. Marriage in the immediate family,
6. Death of a close friend or relative not covered under present Sick Leave,
7. College graduation, and
8. Professional improvement.

C. The teacher shall notify the Superintendent of his/her intent to use Personal Leave on the leave form (Appendix B). Personal Leave may not extend holidays or breaks unless the Superintendent has given prior approval.

D. Notification should be at least three (3) working days in advance, except in emergency situations. In emergency situations, the form shall be completed by the teacher upon return to work. However, the teacher is obliged to notify the Principal of the emergency and the need to be off from his/her teaching assignment, so as to provide the Principal with the opportunity to arrange for a substitute for the teacher.

E. Personal Leave requested from the start of the school year through the end of September, and from May 1 through the end of school year, and on professional development days, must have prior written approval of the Superintendent.

F. Unused Personal Leave will be converted to sick days at the end of the school year.

ARTICLE 15. NO-PAY-EARN LEAVE (PAYROLL DEDUCTION)

Teachers may be granted up to five (5) days annually of No-Pay-Earn Leave which shall be without pay. Teachers shall submit notification (Appendix B) through the Building Principal to the Superintendent at least seven (7) days in advance of leave commencement.

ARTICLE 16. ASSOCIATION LEAVE

Officers and elected delegates to the OEA convention not to exceed four (4) delegates shall be granted leave of one (1) day each to attend such conventions not chargeable to any other leave. Notification (Appendix B) shall be forwarded to the Superintendent at least seven (7) days prior to the leave. The Board shall not pay the expenses of the delegate(s), except for the cost of required substitutes.

ARTICLE 17. GENERAL AND MATERNITY/CHILD CARE LEAVE

A. General Unpaid Leave

All mandatory leaves of absence will comply with the ORC which applies in each specific case. Non-mandatory leave of absence will not be encouraged but will be considered on merit and will be at the discretion of the Board.

B. Maternity/Child Care Leave

1. Even though it is recognized that teachers may use Sick Leave for pregnancy, the parties encourage and agree that teachers have the option to apply for and have approved an unpaid leave of absence for a period not to exceed twelve (12) months from the commencement of the unpaid leave. This provision is available so that teachers may choose this option rather than use up accumulated Sick Leave for pregnancy.
2. The teacher, as soon as possible, should make every reasonable attempt to notify the Board (Appendix B) of when an unpaid leave will be taken and the expected duration of the leave. Preliminarily, a teacher shall assume the obligation of telling his/her Immediate Supervisor of the possibility of use of Sick Leave, Child Care Leave, or resignation, as soon as possible, and the expected duration.
3. The teacher shall schedule unpaid leave to terminate at the beginning of a grading period in order to preserve continuity of instruction and shall be reinstated to the same position as held by the replacement teacher.
4. The employment of a teacher hired to replace a teacher on Child Care Leave shall automatically be ended upon return to duty of the teacher from Child Care Leave without any further action required by the Board.
5. Teachers adopting a child of less than two (2) years of age have as their only options: the use of unpaid leave or resignation.

ARTICLE 18. OHIO NATIONAL GUARD, OHIO DEFENSE CORPS, NAVAL MILITIA AND RESERVES OF COMPARABLE FORCE

- A. An employee who is a member of a reserve component of the Armed Forces of the United States and/or the State of Ohio shall be granted leave of absence from his/her respective duties without loss of pay for such time as he/she is in the military service or field training or active duty for periods not to exceed one hundred seventy-six (176) hours in any one (1) calendar year. Employees called to active duty in the uniformed services for longer than a month in a calendar year are entitled to leave and pay as set forth in ORC 5923.05. The Board and the employee shall continue to contribute to the State Teachers Retirement System based on the amount of compensation actually paid to the employee during the military leave of absence, subject to any subsequent legislative enactment.
- B. An employee shall be granted a leave without pay when he/she leaves the employment of the Board and within forty (40) days thereafter enters the Armed Forces of the United States. An employee shall be reemployed following such leave if application is made in writing within ninety (90) days of discharge, other than a dishonorable discharge, from active duty. Reemployment shall be under the same type of contract as was formerly held and shall be at the beginning of the next semester, provided application is made not less than thirty (30) days prior to the beginning of the next semester. For the purposes of seniority and placement on the salary schedule, years of absence on extended active duty in the armed services or auxiliaries thereof shall not exceed four (4), and shall be counted as though school services had been performed during such time. The Board may suspend the contract of the employee whose services become

unnecessary by reason of the return of an employee from service in the armed services or auxiliaries thereof in accordance with Article 22 (Vacancies/Transfers/Assignment) and Article 20 (Reduction in Force).

- C. Upon reinstatement, such employee shall receive credit on the salary schedule for time spent in the military service in accordance with the Ohio Revised Code; however, Sick Leave is not accumulated during the period of military leave (ORC 3319.14.1).
- D. A copy of the military order directing the employee into service shall be attached to the request for absence on such forms as may be prescribed by the Board.

ARTICLE 19. SICK LEAVE

- A. Each full-time employee shall be entitled to Sick Leave credit of one and one-fourth (1-1/4) workdays with pay for each month of service. Sick Leave shall be fifteen (15) days per year. Unused Sick Leave shall be cumulative to two hundred eighty (280) days.
- B. Each employee shall be entitled to an advancement of up to five (5) days of Sick Leave upon exhaustion of accrued Sick Leave, each school year. Any days advanced per this Section will be paid back through normal accumulation. If an employee leaves employment with days still owing the Board, there shall be an adjustment to the final pay.
- C. The Board may require a member of the bargaining unit to furnish a written, signed statement on the enclosed form to justify the use of Sick Leave (Appendix B). If medical attention is required, the employee shall list the name and address of the attending physician and the date(s) when he/she was consulted. Nothing in this Section shall be construed to waive the physician/patient privilege provided by ORC 2317.02. Falsification of a statement is grounds for suspension or termination of employment pursuant to ORC 3319.081 and 3319.16. Bargaining unit members must complete the Triway Local School District's All-Purpose Leave of Absence Form within two (2) days of returning from absence due to illness.
- D. Employees may use Sick Leave for absence due to:
 - 1. Personal illness,
 - 2. Injury,
 - 3. Exposure to contagious disease which could be communicated to others,
 - 4. Illness, injury, or death in the employee's immediate family, and
 - 5. Pregnancy (Child Care Leave is also available; see Article 18B.)
- E. "Immediate family" means parent, mother- or father-in-law, son or daughter-in-law, child, spouse, sister or brother, grandparent, grandchildren, sister- or brother-in-law, aunt, uncle, step or foster children, step or foster parent, or any relative who is a permanent resident in the employee's home.
- F. **Sick Leave Bank**
 - 1. The purpose of the Sick Leave Bank shall be to extend additional Sick Leave days to bargaining unit members should an illness or injury as described in F3, below, exhaust the employee's accumulated Sick Leave.
 - 2. Each employee may contribute an initial one (1) day of his/her accumulated Sick Leave to a common bank. Further, yearly contributions to be made on or before September 30 of any year shall be limited to the number of days necessary to bring the Sick Leave Bank to a level of one hundred (100) days.

Such contributions are irrevocable. Only employees who have contributed days to the Sick Leave Bank may apply for days from the Sick Leave Bank. Participation in the Sick Leave Bank shall be voluntary. Employees who have not participated previously shall be permitted to contribute during annual open enrollment periods.

3. Upon depleting accumulated Sick Leave and after obtaining a doctor's statement certifying a life threatening or debilitating physical illness or injury preventing the member from performing the duties of his/her job for more than ten (10) workdays, a member may request days from the Sick Leave Bank. A committee composed of three (3) members appointed by the District and three (3) members appointed by the Association President will act immediately on the request. The Committee shall grant the request if: (1) District records show that the member has exhausted his/her accumulated Sick Leave; (2) the member is not eligible for lost time compensation under Workers' Compensation or under STRS disability, (3) the member is a contributing member to the Sick Leave Bank; (4) the member has experienced a life threatening or debilitating physical illness or injury that has prevented him/her from performing his/her job requirements for more than ten (10) days and a doctor has certified in writing this illness or injury; and (5) there are sufficient days in the Sick Leave Bank to cover the request. Sick Leave Bank days may not be used to care for another member of the employee's family.
4. If the request is denied, the member shall be informed in writing as to the reason for denial. The actions of the Committee shall not be subject to any further appeal through the grievance procedure or otherwise.
5. If the request is approved, the Committee shall notify the Board Office, and subsequent days of absence due to the illness or injury, including the first ten (10) days of the illness or injury if the employee's accumulated Sick Leave was not available for those days, will be charged to the Sick Leave Bank until further notice. However, in no case will more than a total of seventy (70) days of Sick Leave from the Sick Leave Bank be approved per individual member for the life of the teacher's contract. Members may not use days from the Sick Leave Bank to begin the school year.
6. The District shall keep accurate records of leave accumulated by the Sick Leave Bank and of Sick Leave used by the Bank. These records shall be available at all times for review by the Committee members and by the Association. Annually, the District shall notify the Association in writing of the accumulated days and days charged to the Sick Leave Bank that year.
7. Membership shall be terminated by written request of the member or by the end of his/her employment with the District. Previously donated days shall remain in the Sick Leave Bank.
8. If a legitimate need arises during a school year and the Sick Leave Bank is out of days, the Sick Leave Bank Committee may call for a replenishing of the Sick Leave Bank. The Committee will determine the number of days needed to meet the need for the remainder of the year.

ARTICLE 20. REDUCTION IN FORCE

The following language will become effective at such time during the negotiated term of this agreement when the Evaluation Policy and Procedure is adopted, functioning and in effect in Triway Local Schools.

A. Cause(s)

When by reason of decreased enrollment of pupils (either in overall pupil enrollment, grade level, or program area), return to duty of regular teachers after leaves of absence, changing course offerings and selections, loss of a federally-funded position due to loss of Federal funds, or by reason of suspension of schools or territorial changes affecting the District, or financial reasons, the Board decides that it will be necessary to reduce the number of teachers, it may make a reasonable substantiated reduction.

B. Attrition

Transfers due to attrition will have priority over implementing this procedure.

C. Suspension of Contracts

Reduction under this procedure will be effectuated at the beginning of the following school year and shall be accomplished through the suspension of a teacher's contract. Notice will be given on or before April 30.

D. Notification

Prior to a reduction in staff, the Board shall give written notice to the Association President of its intent to effect a reduction in staff. Such notice shall contain the reason for the reduction in staff and the teacher or teachers affected in the District.

E. Order of Reduction

1. For the purpose of this section "comparable" shall be defined as like ratings i.e. "Accomplished to Accomplished", "Proficient to Proficient", "Developing to Developing" and "Inefficient to Inefficient."
2. In making any such reduction, any city, exempted village, joint vocational school board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent of schools who shall, within each teaching field affected, give preference to teachers on continuing contracts. The board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable (like ratings) evaluations.
3. Limited contract teachers shall be reduced by using the following order:
 - a. Certification/licensure, then
 - b. Seniority in the District based upon comparable evaluations.
4. Continuing contract teachers may be reduced only after all limited contract teachers of the same certification/licensure. Such reduction shall be according to the following criteria:
 - a. Certification/licensure, then
 - b. Seniority in the District based upon comparable evaluations.

F. Procedure

1. On or before November 1 of each school year, the Association and the Superintendent will cooperatively develop a seniority list. Teachers shall be placed on all lists for which they are certified/licensed. In the event that a RIF is imminent, the seniority list will be distributed to the Association President prior to April 30.
2. "Seniority" will be defined as the length of continuous service as a certificated/ licensed employee under a regular full-time contract in this District.
 - a. Board approved unpaid leaves of absences will not interrupt seniority, but time spent on such leave shall not count toward seniority.
 - b. If two (2) or more teachers have the same length of continuous service, seniority will be determined by:

- 1) the date of the Board meeting at which the teachers were hired; and then
 - 2) the date the teachers signed their initial employment contract in the District; and then
 - 3.) any remaining ties will be broken by lot.
4. Teachers selected for RIF shall immediately be placed on a RIF list compiled from the Superintendent recommended lists.
 5. The Board shall notify every affected teacher and the Association President of those teachers being released and the recall order. As each person is reinstated, the Board shall notify the Association President.

G. Recall

The teachers whose continuing contracts are suspended by any board shall have the right of restoration to continuing service status by that board if and when teaching positions become vacant or are created for which any of such teachers are or become qualified. No teacher whose continuing contract has been suspended shall lose that right of restoration to continuing service status by reason of having declined recall to a position that is less than full-time or, if the teacher was not employed full-time just prior to suspension of the teacher's continuing contract, to a position requiring a lesser percentage of full-time employment than the position the teacher last held while employed in the district or service center. Seniority shall not be the basis for rehiring a teacher, except when making a decision between teachers who have comparable evaluations.

1. Any teacher unemployed as a result of staff reduction shall be recalled in reverse order of being released, provided the teacher is certified/licensed.
2. While there are previous teachers of the District who are unemployed as a result of a reduction in staff and who possess proper certification/licensure to fill any vacancy which may arise, no new teacher(s) shall be hired.
3. The Board shall give written notice of recall by a certified restricted delivery letter to the teacher at his/her last known address. It shall be the responsibility of each teacher to notify the Board Treasurer of any change of address.
4. Within ten (10) business days of a returned receipt of a certified restricted delivery of an 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 new staff member shall be hired until all staff on the RIF list who are certified/licensed have been offered an opportunity in writing to return to active employment in accordance with this Section. Further, the loss of recall rights will occur if employment is declined. No teacher shall lose his/her place on the recall list by declining a position with a lesser percentage of full-time employment than the position the teacher last held while employed in the District.
5. Teachers returning to employment after a reduction in staff shall resume their previous contract status, seniority, salary, and existing fringe benefits.
6. If a teacher declines an offer to return, or does not answer a request to return, or does not keep his/her address current with the Board Treasurer's Office, or was on a limited contract and has been on the recall list for twenty-four (24) months, said person shall be removed from the recall list and the Board shall have no further obligation to the person.
7. It shall be the responsibility of all teachers to have on file in the Superintendent's Office, all valid Ohio Teaching Certificates/Licenses.

8. A teacher when on a recall list who becomes certified/licensed in addition to the teacher currently employed. However, said teacher will be added to the appropriate additional certified/licensed areas.

ARTICLE 21. EVALUATION GUIDELINES

A. Goals and Purposes of Evaluation

1. A good evaluation process is essential for the welfare of the professional staff. Administration is responsible for the education of students in our District.
2. The purposes of evaluation are to improve instruction and to make a record of performance.
3. A good evaluation process must have guidelines, procedures, and specific forms that all concerned parties understand and follow. Three (3) forms have been developed for use in this process:
 - a. Formal Classroom Observation,
 - b. End-of-Year Evaluation, and
 - c. Deficiency Notice and Remediation Plan.

B. Guidelines and Procedures

1. Classroom Observations

- a. A minimum of two (2) formal classroom observations (Appendices C, D, and E): First observation by December 1 and second observation by February 1 will be made on the following teachers:
 - 1) Teachers new to Triway [three (3) years or fewer], and
 - 2) Teachers up for contract.
- b. A minimum of one (1) formal classroom observation (Appendices C, D, and E): Completed by March 15 will be made on the following teachers:
 - 1) Teachers not up for contract, and
 - 2) Teachers on continuing contract.
- c. Length of observations shall be at least thirty (30) continuous minutes at the elementary schools. An entire class period shall be required at the high school and junior high school.
- d. A copy of each classroom observation form shall be given to the individual within five (5) school days.
- e. A conference concerning each classroom observation shall be held within seven (7) school days of the observation if deficiencies are noted or upon the request of either the evaluator or staff member. At the conference, the Principal (evaluator) will identify any deficiencies and provide a remediation plan developed pursuant to Section C, below.

2. End-of -Year Evaluation of Staff (Appendices C, D, and F)

- a. To be completed and delivered by April 1 on the following staff:
 - 1) New teachers, and
 - 2) Teachers up for contract.
- b. To be completed and delivered by April 10 on staff who are on a continuing contract and those in the middle of a limited contract.
- c. This form is to be a summation of all observations and ratings. It may include a general description of assigned duties, areas needing improvement, commendations, recommendations, general comments, remarks, and the staff member's progress on remediation plan(s) developed.
- d. A mandatory conference shall be held if deficiencies are noted or upon the request of either the evaluator or staff member. At the conference, the Principal (evaluator) will identify any deficiencies and may elect to continue, modify or develop a remediation plan pursuant to Section C, below. The parties recognize that deficiencies must be noted as "Serious Deficiency" on the End-of-Year Evaluation Form.
- e. An overall rating at the end of the evaluation shall be given as a summary of the individual category ratings.

C. Remediation

The Remediation Process below will be initiated due to the Classroom Observation, End-of-Year Evaluation, and/or other identified area of deficiency.

1. Remediation plans are to be mutually developed within five (5) school days of the teacher being notified of a deficiency. The Building Principal and the Association appointed representative shall, after input by the staff member, prepare the Deficiency Notice and Remediation Plan Form (Appendix G). The plan should include the assistance that will be provided in an effort to correct the deficiencies noted and to bring the classroom performance to an acceptable level for that building. Timelines for completion of the remediation plan shall be mutually developed. If there is no mutual agreement on a remediation plan or timeline for completion, the matter goes before the LPDC to be resolved within two (2) days.
2. Timelines of a remediation plan must have expired before any adverse action, excluding termination pursuant to Section F of the Board, can be taken. Any year during the established timeline the teacher's limited contract is to be renewed by vote of the Board, the Board may, with specific written substantiated reasons (that may come from the remediation plan), issue a one (1) year conditional contract rather than a contract of a different duration that otherwise might be required by Article 25.
3. The remediation plan of any teacher declared deficient shall be given to the LPDC so that the LPDC and Association can provide assistance in developing, implementing, or reviewing the remediation plan, which would be included in the professional growth plan approved by the LPDC. Failure to complete an approved Professional Growth Plan arising out of a remediation may result in nonrenewal of limited contract.
4. There shall be subsequent observations to monitor and make a record of the progress of completion of the remediation plan and improvement of performance.
5. The final decision as to the remediation plan being completed and if performance has improved to a satisfactory level is the responsibility of the Principal.

D. Multiple Building Assignments

Each bargaining unit member assigned to more than one (1) building shall be assigned to only one (1) Administrator for the purpose of this evaluation procedure. This Administrator may seek input from other Administrator(s) in whose building the bargaining unit member is assigned during the school year in making the evaluation. Any said input shall be provided to the bargaining unit member as a part of the evaluation.

E. Strict adherence to the formal evaluation process is imperative.

F. This Section shall not in any way supersede Ohio Revised Code 3319.16.

G. No teacher shall be suspended, demoted, terminated, or nonrenewed without an administrative conference and adequate reasons that have been shown in previous evaluations and/or written administrative reports concerning the staff member. Supplemental contracts are excluded from this Section.

H. The procedures set forth above supersede and replace the evaluation procedures contained in Ohio Revised Code Section 3319.111.

ARTICLE 22. VACANCIES/TRANSFERS/ASSIGNMENTS

A. Vacancies

1. The Superintendent shall notify in writing the Association President, the Building Principals, and the building representatives of any teaching and extracurricular vacancies within two (2) working days after the Board has accepted the resignation or created a position. The Principal will post the vacancy notice in the teachers' lounge upon receipt of said notice. A vacancy is not created by a teacher being placed on a leave of absence. A vacancy does not exist until all assignment changes in a building have been accomplished by the Principal.

2. Each teacher wishing to be considered for an assignment change should note said request in the appropriate place on the Intent Form and should request a conference with the Superintendent. If such vacancy occurs, that teacher will then be interviewed for the position upon written request.

3. All summer resignations and positions created during the summer will be a part of the summary of the Board meeting as reported in the newspaper. All staff should keep abreast of summer developments through that media. During the summer, a summary of vacancies will be printed on paychecks. Positions vacant during the summer prior to July 20 will be kept open for at least ten (10) calendar days after the resignation of an employee or the position is created. All positions vacant or created after July 20 will be filled in the most expeditious way.

4. Openings in teaching or supplemental positions will be posted on the faculty bulletin board in each school during the school year. Said posting will list the certification/licensure and the general duties and/or responsibilities that are required of the person. During the summer months, notice of openings will be sent out between June 16 and July 20 to all teachers. No transfers will be made to any vacancy while a staff member holding a valid certificate/license for the vacancy is on the RIF list for call back.

5. a. All applicants for a vacancy must possess proper certification/licensure.

b. Said qualifications, which shall be germane to the position and not unreasonable in nature, are established by the Superintendent and must be listed in the initial posting.

- c. All internal applicants, if the applicants meet the qualifications listed on the posting and if they have received no mark below "Good" on the end-of-year evaluation Overall Rating in the past three (3) years, and have no history of problems in the requested area, to which they are seeking to be transferred, will be interviewed.

If two (2) or more current employees who meet the foregoing qualifications apply for the same opening and are selected for the position, District seniority shall be the determining criterion.

- d. If an internal applicant is not selected for a position they may request that the administrator give reasons for denial of the position within five (5) days. Reasons may be given orally by the administrator unless written correspondence is requested by the applicant. This procedure will be in effect for the duration of the Negotiated Agreement between the Board and the Association. At the expiration of the current Negotiated Agreement, Article 22, Vacancies/Transfers/Assignments will revert back to the 2006 – 2009 Negotiated language unless otherwise mutually agreed to by the parties.
6. This provision for preference does not apply to tutors or those assigned to special schools or paid from Federal funds. Teachers who have previously taught in the Triway School District and have voluntarily taken an assignment at the special school are eligible for the vacancy transfer provision.
 7. Extracurricular and Co-Curricular Positions
 - a. Vacancies in supplemental contracts and the requirement for posting, etc., shall be defined as only those supplemental contracts for extracurricular and co-curricular positions that might be filled by a person who did not hold such position the immediately preceding year or for any newly created supplemental contract position.
 - b. All vacant, as defined in A7a, above, or newly created supplemental contract extracurricular or co-curricular positions, will be posted pursuant to this Article.

B. Transfers

1. Teachers may be transferred from position to position at the discretion of the Superintendent.
2. A teacher who has been transferred to a different building, to a different grade level in the elementary grades, or to a different department may request in writing a meeting with the Superintendent to discuss the merits of the transfer and, at his/her option, may have a representative of his/her choice at this meeting.
3. If the teacher so requests, the Superintendent shall give in writing the reason(s) for the transfer.

C. Assignments

1. A tentative teaching assignment for the following school year shall be given to each full-time teacher prior to June 15 or not more than two (2) weeks after the contract or salary notice is sent, whichever is later. This assignment shall contain the name of the teacher, school year, grade and/or subject area, and building assignment.
2. Those teachers with eight (8) years or less teaching experience in Triway Local Schools are subject to reassignment to another grade within their currently assigned building at the discretion of the Building Principal, if there are no voluntary requests from other staff members with more than eight (8) years experience teaching in Triway Local Schools. If there is no teacher with eight (8) years or less experience, then the most recently employed teacher in the building will be reassigned. This paragraph is not grievable.

ARTICLE 23. PERSONNEL FILES

- A. The only personnel file for each certificated/licensed employee will be maintained in the Superintendent's Office. There will be no other information kept anywhere regarding a staff member, except salary and benefit data necessary for the Board Treasurer and except incidental day-to-day data kept by a Principal which shall be shared with the teacher upon request.
- B. All teachers have the right, upon request, to see his/her personnel file. The staff member will be given an opportunity to attach a statement of rebuttal or explanation to any document in his/her personnel file.
- C. All documents included in a teacher's personnel file will be dated and identifiable as to source, from September 1, 1983 forward.
- D. A teacher may request and will receive one (1) copy of any item in his/her personnel file exclusive of confidential letters of recommendation or references.
- E. There shall not be any material in the personnel file that is obsolete, inaccurate, irrelevant, incomplete, untimely, or inappropriate for retention. If a teacher believes that this Section is applicable, the matter must be brought to the attention of the Superintendent for an investigation pursuant to ORC 1347 before filing a grievance.

ARTICLE 24. TEACHING CERTIFICATES/LICENSES

- A. No right or privilege shall be asserted by a teacher by reason of any certificate/ license not filed by the teacher with the County Office.
- B. As a condition of continued employment, all teachers shall keep current the teaching certificate/license of the area of his/her current assignment.
- C. All students shall be taught by a properly certificated/licensed teacher.
- D. All persons must be certified/licensed in the teaching areas assigned.

ARTICLE 25. CONTRACTS

A. Limited Contracts

All teachers new to the School District shall be employed under a limited contract for one (1) year. After completing one (1) year in the Triway School District, teachers are eligible for a two-year limited contract. The Board may continue to employ a teacher under subsequent one-year limited contracts based upon evaluation for no more than three (3) successive one-year limited contracts before a two-year limited contract must be issued, excepting those assigned to special schools and those paid from Federal funds. After three (3) successive two-year limited contracts, and if the teacher is still not eligible for a continuing contract, only three-year limited contracts may be issued with the same exceptions as above.

B. Continuing Contracts

- 1. A teacher eligible for a continuing contract shall be the teacher holding a professional or permanent certificate/license who within the last five (5) years has taught at least three (3) years in the Triway Local District.

2. If a teacher is under new State certification/licensure standards, the teacher eligible for a continuing contract shall be the teacher who meets all of the following:
 - a. achieved at least his/her second non-probationary certificate/license;
 - b. earned thirty (30) additional hours or hold a Master's or advanced degree in his/her certification/licensure area;
 - c. who within the last five (5) years has taught at least three (3) years in the Triway Local District; and
 - d. achieved "highly qualified" status based upon the No Child Left Behind Act.
 3. A teacher eligible for a continuing contract shall give written notification to the Board Treasurer of such eligibility by September 15 in the year that the teacher becomes eligible.
 4. A continuing contract is a contract that remains in effect until the teacher resigns, elects to retire, or is retired pursuant to ORC 3307.37, or until it is terminated or suspended.
 5. The Superintendent may recommend reemployment of said teacher under one (1) additional limited contract, not to exceed two (2) years, provided written notice of the intention, with reasons directed at the professional improvement, is given to the teacher on or before the thirtieth (30th) day of April, and provided said Board action has taken place prior to the same date. Any subsequent reemployment may be only under a continuing contract at the same salary plus any increment granted by the salary schedule.
 6. When a teacher holding a continuing contract in another Ohio district is employed, State law shall be followed in offering a continuing contract upon the Superintendent's recommendation, the Board may grant a continuing contract at the time of employment or any time during the first two (2) years of employment.
- C. Issuance of contracts shall be in compliance with the Ohio Revised Code.
- D. No teacher shall be released from his/her contract after the tenth (10th) day of July of any school year or during the school year prior to the termination of the annual session unless a replacement shall be readily available which the majority of the members of the Board, upon the recommendation of the Superintendent, believes to be of equal quality and ability to the teacher requesting release from his/her contract. A teacher terminating his/her contract in any other manner after July 10 shall cause the Board to file a complaint with the Ohio Department of Education, which may suspend the teacher's certificate/license for not more than one (1) year under ORC 3319.15.
- E. Supplement contracts shall be issued for approved extra duty. The Board may annually nonrenew supplemental contracts by April 30 of each year without reason.

ARTICLE 26. EXTRACURRICULAR ACTIVITIES

- A. A great variety of student activities have found their way into the school program steadily, naturally, and rightfully, for they contribute greatly to the educational opportunities offered children. Foremost among the requirements for a good extracurricular program is the understanding and cooperation of the teacher.
- B. As a result of negotiations, several new positions for remuneration have been adopted. Due to this increasing number of positions and difficulties in assigning them, the Board requests the Association's assistance in helping recruit certified/ licensed members to fill the positions.

C. The Board will develop all job descriptions for co-curricular and extracurricular positions. These descriptions will be reviewed and updated annually. Input will be solicited from those filling the positions.

D. The Board is not required to fill any position in Sections E, G and H, below, and will not allow any person to perform any of these duties without the pay stated.

E. Head Teacher Job

1. In any building where a Head Teacher is assigned in the absence of a Building Principal, the Head Teacher will have all the administrative rights accorded normally to a Principal, except the right to evaluate other members of the bargaining unit. Head Teachers will not evaluate or provide data for evaluation that would originate with the Head Teacher.
2. Any persons who perform the task of Head Teacher will be provided twenty (20) days' extended time and a supplemental of twelve percent (12%) of BA base.
3. The position of Head Teacher will not be used for the purpose of normally not employing building administrators.

F. In order to calculate the dollar figures of the "%," multiply the "%" figure by the BA/BS-0 step base salary in effect for that year. If more than one (1) salary schedule becomes effective in one (1) school year, the composite BA/BS-0 step base shall be used.

G. Extracurricular Salary Schedule

Supplemental pay for Fall sports will be paid by December 30; supplemental pay for Winter sports will be paid by March 30; supplemental pay for Spring sports will be paid by June 30. Nonathletic supplemental pay will have separate pay runs, and the member must turn in his/her request for pay ten (10) days prior to December 30, March 30, and June 30.

Note: If 9th Grade football coaches are required to attend all practices of the Varsity Staff, they shall be paid similarly to Varsity Assistants in Group VI. This must be approved prior to Board action by the Assistant Principal and the Superintendent.

ATHLETIC	0	1	2	3	4	5	6	7	8	9	10
GROUP I - Head Football, Head Basketball	17.00	17.25	17.50	17.75	18.00	18.25	18.50	18.75	19.00	19.25	19.50
GROUP II - Athletic Director	16.00	16.25	16.50	16.75	17.00	17.25	17.50	17.75	18.00	18.25	18.50
GROUP III - Head Wrestling	13.00	13.25	13.50	13.75	14.00	14.25	14.50	14.75	15.00	15.25	15.50
GROUP IV - Facilities Manager	12.00	12.25	12.50	12.75	13.00	13.25	13.50	13.75	14.00	14.25	14.50
GROUP V - Head Baseball, Head Softball, Head Track, Head Volleyball, Head Soccer, JH Athletic Director, Gymnastics	11.00	11.25	11.50	11.75	12.00	12.25	12.50	12.75	13.00	13.25	13.50
GROUP VI - Assistant Football, Assistant Basketball, Certified Athletic Trainer Per Season	9.50	9.75	10.00	10.25	10.50	10.75	11.00	11.25	11.50	11.75	12.00
GROUP VII - Assistant Wrestling, 9th Football, 9th Basketball	7.50	7.75	8.00	8.25	8.50	8.75	9.00	9.25	9.5	9.75	10.00
GROUP VIII - Assistant Track, Assistant Baseball, Assistant Softball, Assistant Volleyball, Head Golf, Head Tennis, Head Cross Country, 9th Volleyball, Assistant Soccer	6.50	6.75	7.00	7.25	7.50	7.75	8.00	8.25	8.50	8.75	9.00
GROUP IX - JH Football, JH Basketball, JH Volleyball,											

JH Head Track	5.50	5.75	6.00	6.25	6.50	6.75	7.00	7.25	7.50	7.75	8.00
GROUP X - Assistant JH Track, JH Cross Country, Assistant JH Volleyball, JH Wrestling	4.50	4.75	5.00	5.25	5.50	5.75	6.00	6.25	6.50	6.75	7.00
GROUP XI - HS Cheerleader Advisor (Football), HS Cheerleader Advisor (Basketball), Summer Weight Room, JH Assistant Wrestling	4.00	4.25	4.50	4.75	5.00	5.25	5.50	5.75	6.00	6.25	6.50
GROUP XII - HS Intramural, Soccer Club, Spring Weight Room, Winter Weight Room, Assistant HS Cross Country, Assistant Golf Coach	3.00	3.25	3.50	3.75	4.00	4.25	4.50	4.75	5.00	5.25	5.50
GROUP XIII - 5th/6th Grade Basketball, Elementary Wrestling Coordinator, Elementary Flag Football, Asst Summer Weight Room	2.70	2.95	3.20	3.45	3.70	3.95	4.20	4.45	4.70	4.95	5.20
GROUP XIV - JH Intramural	2.40	2.65	2.90	3.15	3.40	3.65	3.90	4.15	4.40	4.65	4.90
GROUP XV - 9th Cheerleader Advisor (Football), 9th Cheerleader Advisor (Basketball), JH Cheerleader Advisor (Football), JH Cheerleader Advisor (Basketball), Fall Weight Room, Assistant Winter Weight Room, Assistant Spring Weight Room	2.10	2.35	2.60	2.85	3.10	3.35	3.60	3.85	4.10	4.35	4.60

Requirements of/and Pupil Activity Supervision Validations for coaches shall be provided or paid by the Board. Coaches shall be identified as "at risk" for blood borne pathogens and shall receive training in accordance with being identified as "at risk."

H. Co-Curricular Salary Schedule

INSTRUCTIONAL	0	1	2	3	4	5	6	7	8	9	10
<u>HIGH SCHOOL</u>											
Academic Challenge	2.10	2.35	2.60	2.85	3.10	3.35	3.60	3.85	4.10	4.35	4.60
Art Club	0.60	0.85	1.10	1.35	1.60	1.85	2.10	2.35	2.60	2.85	3.10
AV Club	0.60	0.85	1.10	1.35	1.60	1.85	2.10	2.35	2.60	2.85	3.10
Band Director	12.80	13.05	13.30	13.55	13.80	14.05	14.30	14.55	14.80	15.05	15.30
Assistant Band Director	7.30	7.55	7.80	8.05	8.30	8.55	8.80	9.05	9.30	9.55	9.80
Jazz Band	3.10	3.35	3.60	3.85	4.10	4.35	4.60	4.85	5.10	5.35	5.60
Pep Band	3.10	3.35	3.60	3.85	4.10	4.35	4.60	4.85	5.10	5.35	5.60
Class Advisor - Freshmen	1.50	1.75	2.00	2.25	2.50	2.75	3.00	3.25	3.50	3.75	4.00
Class Advisor - Sophomore	0.60	0.85	1.10	1.35	1.60	1.85	2.10	2.35	2.60	2.85	3.10
Class Advisor - Senior	0.60	0.85	1.10	1.35	1.60	1.85	2.10	2.35	2.60	2.85	3.10
Class Sponsor - Chairperson	2.30	2.55	2.80	3.05	3.30	3.55	3.80	4.05	4.30	4.55	4.80
Class Sponsor - Junior	1.50	1.75	2.00	2.25	2.50	2.75	3.00	3.25	3.50	3.75	4.00
College Club	0.60	0.85	1.10	1.35	1.60	1.85	2.10	2.35	2.60	2.85	3.10
Department Heads	3.00	3.25	3.50	3.75	4.00	4.25	4.50	4.75	5.00	5.25	5.50
Drama Club	0.60	0.85	1.10	1.35	1.60	1.85	2.10	2.35	2.60	2.85	3.10
Vocal Music	9.30	9.55	9.80	10.05	10.30	10.55	10.80	11.05	11.30	11.55	11.80
Assistant Ensemble/Show Choir	3.80	4.05	4.30	4.55	4.80	5.05	5.30	5.55	5.80	6.05	6.30
Majorette/Flag Corp Advisor	1.00	1.25	1.50	1.75	2.00	2.25	2.50	2.75	3.00	3.25	3.50
French Club	0.60	0.85	1.10	1.35	1.60	1.85	2.10	2.35	2.60	2.85	3.10
German Club	0.60	0.85	1.10	1.35	1.60	1.85	2.10	2.35	2.60	2.85	3.10
Math/Science Club	0.60	0.85	1.10	1.35	1.60	1.85	2.10	2.35	2.60	2.85	3.10
Math Contest	0.60	0.85	1.10	1.35	1.60	1.85	2.10	2.35	2.60	2.85	3.10
National Honor Society	1.80	2.05	2.30	2.55	2.80	3.05	3.30	3.55	3.80	4.05	4.30
Pep Club	1.00	1.25	1.50	1.75	2.00	2.25	2.50	2.75	3.00	3.25	3.50

SADD/SODA Advisor	0.60	0.85	1.10	1.35	1.60	1.85	2.10	2.35	2.60	2.85	3.10
School Newspaper	1.90	2.15	2.40	2.65	2.90	3.15	3.40	3.65	3.90	4.15	4.40
Senior Forum	0.60	0.85	1.10	1.35	1.60	1.85	2.10	2.35	2.60	2.85	3.10
Spanish Club	0.60	0.85	1.10	1.35	1.60	1.85	2.10	2.35	2.60	2.85	3.10
School Musical/Play Director	4.60	4.85	5.10	5.35	5.60	5.85	6.10	6.35	6.60	6.85	7.10
School Musical/Play Asst Director	2.30	2.55	2.80	3.05	3.30	3.55	3.80	4.05	4.30	4.55	4.80
One Act Plays	2.40	2.65	2.90	3.15	3.40	3.65	3.90	4.15	4.40	4.65	4.90
Speech Contest	1.70	1.95	2.20	2.45	2.70	2.95	3.20	3.45	3.70	3.95	4.20
Student Council	1.80	2.05	2.30	2.55	2.80	3.05	3.30	3.55	3.80	4.05	4.30
Varsity "T" Club	0.60	0.85	1.10	1.35	1.60	1.85	2.10	2.35	2.60	2.85	3.10
Yearbook	7.30	7.55	7.80	8.05	8.30	8.55	8.80	9.05	9.30	9.55	9.80

JUNIOR HIGH SCHOOL

Academic Challenge	2.00	2.25	2.50	2.75	3.00	3.25	3.50	3.75	4.00	4.25	4.50
Department Heads	1.50	1.75	2.00	2.25	2.50	2.75	3.00	3.25	3.50	3.75	4.00
Solo Ensemble Instrumental/Vocal	1.00	1.25	1.50	1.75	2.00	2.25	2.50	2.75	3.00	3.25	3.50
Newspaper	1.00	1.25	1.50	1.75	2.00	2.25	2.50	2.75	3.00	3.25	3.50
Memory Book	1.00	1.25	1.50	1.75	2.00	2.25	2.50	2.75	3.00	3.25	3.50
Invention Fair - Chairperson	3.00	3.25	3.50	3.75	4.00	4.25	4.50	4.75	5.00	5.25	5.50
Invention Fair - Science	2.00	2.25	2.50	2.75	3.00	3.25	3.50	3.75	4.00	4.25	4.50
Invention Fair - Optional	0.80	1.05	1.30	1.55	1.80	2.05	2.30	2.55	2.80	3.05	3.30
Spelling Bee	1.00	1.25	1.50	1.75	2.00	2.25	2.50	2.75	3.00	3.25	3.50
Student Council	1.80	2.05	2.30	2.55	2.80	3.05	3.30	3.55	3.80	4.05	4.30
Teen Institute	2.00	2.25	2.50	2.75	3.00	3.25	3.50	3.75	4.00	4.25	4.50
Titan Scholars	1.50	1.75	2.00	2.25	2.50	2.75	3.00	3.25	3.50	3.75	4.00
Young Authors	0.70	0.95	1.20	1.45	1.70	1.95	2.20	2.45	2.70	2.95	3.20

ELEMENTARY SCHOOL

Team Leader	1.00	1.25	1.50	1.75	2.00	2.25	2.50	2.75	3.00	3.25	3.50
Outdoor Education - Overnight	\$150.00 per night for two (2) night stay										
Science Olympiad	0.50	0.75	1.00	1.25	1.50	1.75	2.00	2.25	2.50	2.75	3.00
Spelling Bee	0.70	0.95	1.20	1.45	1.70	1.95	2.20	2.45	2.70	2.95	3.20
Solo & Ensemble	0.70	0.95	1.20	1.45	1.70	1.95	2.20	2.45	2.70	2.95	3.20
Young Authors	0.70	0.95	1.20	1.45	1.70	1.95	2.20	2.45	2.70	2.95	3.20

DISTRICT TECHNOLOGY COMMITTEE

High School	\$1,000.00
Junior High	\$ 500.00
Elementary	\$ 500.00

- I. There is granted in addition to the amounts specified in Column 1 of Sections G and H, experience increments based on service in the same position (meaning same sport/activity, regardless of level) for Triway experience only. If experience credit is not continuous, then it shall only be granted if the person has, in the last five (5) years, held a supplemental contract in Triway for that activity, regardless of level.

ARTICLE 27. OTHER PAY

A. Extended Service

1. All salaries for extended service will be calculated on the basis of the teacher's nine (9) month salary divided by 184 days times the number of days extended time. [The 184 days would change as the school calendar changes.]

Example: A teacher's salary is \$18,400 and we have a 184-day school calendar, and the teacher's extended service is 20 days; thus, $\$18,400/184 = \100.00 per day X 20 = \$2,000.

2. Those on extended service:

- | | | |
|----|---|---|
| a. | Industrial Art positions (2) | 10 days each |
| b. | High School Guidance Counselors (2) | 20 days each |
| c. | Junior High Guidance Counselor (1) | 8 days |
| d. | Elementary Guidance Counselors (2) | 6 days each |
| e. | Vocational Home Economics positions (2) | 20 days each |
| f. | High School Librarian (1) | 20 days |
| g. | OWA Teacher (1) | 20 days |
| h. | Vocational Agriculture Teacher (1) | 60 days
(50% of which must be in the summer) |
| i. | OWE (1) | 20 days |
| j. | HS Athletic Director (1) | 10 days |
| k. | Dean of Students (1) | 6 days |
| l. | Technology Coordinator | 20 days |
- m. Additional positions deemed necessary by the Superintendent are at the discretion of the Superintendent with Board approval.
- n. The superintendent will annually evaluate extended time. The superintendent may eliminate extended time days based on district finances, district enrollment, or changes in state standards or curriculum. The superintendent may decrease extended days a maximum of three (3) days per year for the duration of the negotiated agreement as long as the eliminated days do not reduce the bargaining unit members extended days by more than fifty (50%) percent.
- o. The superintendent will provide the bargaining unit member written notice of any change by July 1.
- p. As positions are vacated due to resignation and/or retirement, extended time may be reevaluated and increased/decreased as deemed necessary.
- q. In addition to the elimination of time based on m. above, extended time for the vocational education positions listed in A2e, A2g, A2h, and A2i, above, will be as follows. No reduction will take the vocational education positions to less than 50% of the current numbers over the duration of the negotiated agreement:
- 1) The year for performing extended time will be from August 20 of one year to August 19 of the next, meaning days worked after July 1 through August 19 will be paid on the rate in effect June 30.
 - 2) Each teacher shall start the year with the extended time as listed in A2e, A2g, A2h, and A2i, above.

- 3) The extended time for that year will be reduced based upon the EMIS Report of the current year's first full week of October count of student attendance based on V54 funding rate. If a different funding classification is required, then the number of students will be prorated using the different classification rate. (V54 is a factor of 0.1666 FTE per student.)

<u>Minimum Students</u>	<u>FTE</u>	<u>(A2e) Ext. Time</u>	<u>(A2h) Ext. Time</u>
66	11	20	60
60	10	17	50
54	9	14	40
48	8	10	30
42	7	7	20
36	6	3	10

- 4) Each vocational teacher has the right and obligation to recruit students for his/her program. The Board will provide release from classroom duties for this purpose.
- 5) In that A2g and A2i, above, deal with training of "at risk" students, there will not be a reduction in extended time. However, the right and obligation of recruiting as described above are required of these positions also.
- r. The numbers of extended days for the above extended day positions a. – k. at the expiration of the negotiated agreement will be the numbers for subsequent negotiation.

B. Summer School

If summer school courses are taught, the teacher will be reimbursed at a daily rate of Seventy-Nine Dollars and Eighty-Three Cents (\$79.83). The teacher will be reimbursed according to an experience factor of three percent (3%) each year for up to ten (10) years.

C. Home Instructors

Home instructors shall be compensated at the rate of Nine Dollars (\$9.00) per hour not to exceed five (5) hours per week.

D. Curriculum Development

This will be paid per the County Office Agreement.

E. National Board Certification/Licensure Bonus

Teachers who earn National Board certification/licensure will be paid a one-time One Thousand Dollar (\$1,000) bonus.

ARTICLE 28. TRAVEL EXPENSE

Triway employees, when on official school business or approved workshop, will be reimbursed at the rate of Forty Cents (\$.40) per mile. Only that mileage authorized by the Superintendent will be approved. Mileage shall be turned in to the Superintendent's Office by the last day of the month. Mileage turned in after the last day of the month will not be reimbursed.

ARTICLE 29. SEVERANCE ALLOWANCE

- A. Any employee, other than those employed on hourly rates, having completed his/her last year of employment in the Triway School District before entering into age or service retirement is eligible for a severance allowance providing they have ten (10) years or more of service in the Triway School District, except this provision is waived if the Board, at the time of hire, grants more than ten (10) years salary experience credit.
- B. The employee shall be paid his/her per diem daily rate in effect during the final year before retirement for twenty-five percent (25%) of his/her accrued Sick Leave up to a maximum of seventy (70) days effective July 1, 2003. The final calculation shall be made during the last month of service prior to retirement and upon confirmation from the State Teachers Retirement System Board.
- C. **Eligibility**
- An employee's eligibility for severance pay shall be determined as of the final date of employment. The criteria are:
1. the individual retires from the school system;
 2. retirement: disability or service retirement under any state or municipal retirement system in this State;
 3. the individual must be eligible for disability or service retirement as of the last date of employment;
 4. the individual must, within one hundred twenty (120) days of last day of employment, prove acceptance into the retirement system by having received and cashed his/her first retirement check;
 5. the individual must have not less than ten (10) years of service with this School District, the State, or its political subdivisions; and
 6. the individual must sign for severance check certifying all eligibility criteria have been met.
- D. Receipt of payment for accrued but unused Sick Leave shall eliminate all Sick Leave accrued by the employee.
- E. Severance pay shall be paid to all employees the first pay date in the calendar year following the year of retirement.

ARTICLE 30. EARLY RETIREMENT INCENTIVE PAYMENT

- A. Those bargaining unit members who have been employed by the Triway Local Schools for at least ten (10) years and become first eligible to retire under STRS guidelines and have been approved by the STRS to receive retirement benefits other than disability retirement benefits and who notify the Board of their intention to retire, in writing no later than March 1 of the year they intend to retire, will receive two (2) equal lump sum payments which will total fifty percent (50%) of all accumulated Sick Leave. Once a bargaining unit member has given the notice of intent to retire, it cannot be withdrawn unless STRS determines the bargaining unit member is not eligible to retire. A bargaining unit member must retire when first eligible or he/she forfeits his/her right to this provision of the Contract.
- B. Payment schedule for retirement under Paragraph A, above, will be fifty percent (50%) in December of the year of retirement, and fifty percent (50%) in July of the year following retirement.

- C. Payment under Paragraph B, above, will be made in lieu of payment under Article 31 (Severance Allowance).

ARTICLE 31. PROFESSIONAL DEVELOPMENT FUND

The Board will appropriate for each fiscal year, Twenty-Five Thousand Dollars (\$25,000) to be paid to teachers for earned college credit subject to the following conditions:

- A. Teachers receiving Professional Development Funds shall teach for Triway Local Schools a minimum of four (4) contractual years following completion of the course or he/she must pay back to the Board the amount received under the supplemental contract. (Payback is done through payroll deduction.) Teachers who are RIFed will not be included in this provision.
- B. Any accredited courses including, but not limited to, online courses, distance learning courses, or college courses submitted for reimbursement must be taken in education, in the area of present certification/licensure, or in any area of certification/licensure permitted by the Ohio Department of Education leading to a new certificate/license. The teacher must demonstrate prior to taking the course that the course fits the above description. Approval or rejection will be based upon the aforementioned and/or sufficient funds.
- C. Any course where the teacher is receiving any other type of aid will not be reimbursed.
- D. The teacher shall submit written proof in the form of an official transcript of completed credit from an institution recognized by the Ohio Department of Education for its accreditation. The teacher must complete the course with at least a "B" grade or "pass" if on pass/fail basis. Evidence of successful completion must be submitted at the conclusion of the term in which the course was taken.
- E. The rate of reimbursement will be the actual rate for the quarter hour or semester hour, or One Hundred Sixty-Seven Dollars (\$167.00) per quarter hour or Two Hundred Fifty Dollars (\$250.00) per semester hour. Under no condition will a teacher be reimbursed more per hour than the actual tuition rate.
- F. If there are more requests for reimbursement than there is money to reimburse, the professional development dollars will be pooled for that school year. The reimbursement will then be divided among those requesting reimbursement. The Treasurer will determine the reimbursement by calculating the number of semester/ quarter hours requested and reimbursing each individual based upon those numbers and the cost of the semester/quarter hours. Reimbursement will be made at the end of the fiscal year (June 30) for the previous twelve (12) months. Forms will be posted on the school web page.

ARTICLE 32. ENTRY YEAR PROGRAM

No bargaining unit member will be assigned as a Mentor without compliance with Appendix K (Teacher Entry-Year Program).

ARTICLE 33. SALARY AND PAYROLL

A. Completion of Required Forms

All employees shall be required to complete the forms requested by the Board Treasurer, Superintendent, or County Office prior to receiving the initial check at the beginning of each school year.

B. Additional Training

1. Teachers eligible to advance on the salary schedule must show evidence of additional training to the Board Treasurer and the Superintendent prior to September 15 of each year. Teachers employed after the beginning of the school year shall be credited with the number of semester hours completed at the time of employment.
2. Hours of training shall be semester hours (quarter hours equivalent) of training in/or recognized by an educational institution approved by the Ohio Department of Education for the training of teachers or equivalent hours for any out-of-state institution.

C. Armed Forces of the United States Credit

Credit shall be given for time spent in the Armed Forces of the United States.

1. A teacher who desires to receive credit for service in the Armed Forces of the United States shall file with the Superintendent his/her honorable discharge, notice of separation or certificate of service, or a certified or photostatic copy thereof.
2. In determining the number of years of service credit, a maximum of five (5) years will be accepted for placement on the salary schedule. For each eight (8) continuous months of active military service, one (1) full year of public school teaching shall be credited.

D. Prior Experience Credit

Any newly employed teachers shall be granted up to ten (10) years of public school teaching service elsewhere, but not more than five (5) years of which may be military service.

E. 150 HR Column Definition

“BA with 150 hours” is defined as at least one hundred fifty (150) semester hours and a Bachelor Degree.

F. Year of Salary Credit

Credit for one (1) year of teaching on the salary schedule is one hundred twenty (120) days of service in a single school district in a given school year.

G. Equal Employment

The Board agrees that all salary schedules will apply equally to all employees regardless of race, creed, color, national origin, religion, disability or gender.

H. Pay Periods

1. Teachers shall be paid in twenty-four (24) installments for their regular duty. Bargaining unit members' paychecks will be deposited directly into the banks of their choice. Paychecks will be direct-deposited on the fifth (5th) and the twentieth (20) of each month.
2. If a paycheck is due to fall on a bank holiday or Saturday or Sunday, then paychecks will be direct-deposited by noon (12:00 PM) the prior workday.
3. Each member will be provided with an electronic paycheck stub

I. Attendance Reports

Attendance reports should be approved by the Building Principal or Department Head.

J. Salary Advancements

Teachers who are retiring or leaving the School District may be paid the remainder of their salary in June. Any other employee wishing the advancement of salary in June shall submit the request in writing to the Board no later than the May Board meeting.

K. Listing of Deductions

A listing of authorized deductions will be provided to each teacher in the Fall. The list will indicate the deduction, its purpose and current amount.

L. STRS Pick-Up

The Board agrees to pick-up (assume and pay) contributions to the STRS (State Teachers' Retirement System) on behalf of the certificated/licensed employees at no additional cost to the Board as follows:

1. The amount to be picked-up and paid on behalf of each employee shall be equal to that assessed by STRS of the employees' compensation. Additionally, the Board will pick-up and pay one percent (1%) of each bargaining unit member's total annual compensation directly to the STRS. The employee's annual compensation shall be reduced by an amount equal to the amount picked-up and paid by the Board.
2. The pick-up percentage shall apply uniformly to all employees of the bargaining unit.
3. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.

M. Paycheck Errors

If for any non-intentional reason, a teacher is under/overpaid, the Board shall make the addition/deduction from the employee's next pay after the error has been called to the attention of the employee in writing, unless the error exceeds Fifty Dollars (\$50.00) at which time the error will be added/deducted equally over the remaining pay periods on the employee's contract year. Exceptions will be retirement which must be totally taken out prior to June 30.

N. Salary Schedule Index

<u>Years</u>	<u>Tutors*</u>	<u>BA/BS</u>	<u>150HRS</u>	<u>MA/MS</u>	<u>MA w/15</u>
0	0.780	1.000	1.040	1.080	1.100
1	0.780	1.039	1.084	1.129	1.149
2	0.780	1.078	1.128	1.178	1.198
3	0.810	1.117	1.172	1.227	1.247
4	0.810	1.156	1.216	1.276	1.296
5	0.810	1.195	1.260	1.325	1.345
6	0.830	1.234	1.304	1.374	1.394
7	0.830	1.273	1.348	1.423	1.443
8	0.830	1.312	1.392	1.472	1.492
9	0.860	1.351	1.436	1.521	1.541
10	0.860	1.390	1.480	1.570	1.590
11	0.860	1.429	1.524	1.619	1.639
12	0.890	1.468	1.568	1.668	1.688
13	0.890	1.507	1.612	1.717	1.737
14	0.890	1.546	1.656	1.766	1.786
15	0.890	1.546	1.700	1.815	1.835
16	0.890	1.546	1.700	1.864	1.884
20	0.890	1.618	1.780	1.950	1.970
25	0.890	1.638	1.810	1.980	2.000

*Above rate for tutors is based upon six (6) hours of scheduled student contact time per day for the full approved school calendar, less parent/teacher conference days. More or fewer hours shall be prorated. After July 1, 1998, additional experience credit shall only be granted for Triway experience.

O. Salary Schedule 0% increase and 0% Step movement - Effective July 1, 2011

There will be no column movement, but one year of service will be given for Triway and STRS service credit. Extracurricular Salary Schedule including Summer School pay will be subject to the same freeze as the salary schedule.

<u>Years</u>	<u>Tutors</u>	<u>BA/BS</u>	<u>150 Hrs</u>	<u>MA/MS</u>	<u>MA w/15</u>
0	25,274	32,403	33,699	34,995	35,643
1	25,274	33,667	35,125	36,583	37,231
2	25,274	34,930	36,551	38,171	38,819
3	26,246	36,194	37,976	39,758	40,407
4	26,246	37,458	39,402	41,346	41,994
5	26,246	38,722	40,828	42,934	43,582
6	26,894	39,985	42,254	44,522	45,170
7	26,894	41,249	43,679	46,109	46,758
8	26,894	42,513	45,105	47,697	48,345
9	27,867	43,776	46,531	49,285	49,933
10	27,867	45,040	47,956	50,873	51,521
11	27,867	46,304	49,382	52,460	53,109
12	28,839	47,568	50,808	54,048	54,696
13	28,839	48,831	52,234	55,636	56,284
14	28,839	50,095	53,659	57,224	57,872
15	28,839	50,095	55,085	58,811	59,460
16	28,839	50,095	55,085	60,399	61,047
20	28,839	52,428	57,677	63,186	63,834
25	28,839	53,076	58,649	64,158	64,806

ARTICLE 34. DEDUCTIONS

A. Personnel may have the following deductions from their payroll checks upon completion of the proper forms submitted to the Board Treasurer. All anniversary dates must be honored.

1. Tax Sheltered Annuities - The Board shall allow self-directed annuities to be deducted from the employee's pay with a thirty (30) days' notice to the Treasurer. If a company is not qualified to offer annuities in the School District, a bargaining unit member may change his/her contract or enter into a new contract for tax sheltered annuities (403B). The bargaining unit member(s) must obtain a "hold harmless" agreement from that company in a form acceptable to the School District and if the School District would be required to provide the IRS an Audit of Annuity Accounts, those participating employees agree to split the annual fee of up to Fifty Dollars (\$50.00) for any school year that the bargaining unit member has a contract with such company where there are not at least five (5) bargaining unit members who have a contract with such company. Companies being used as of January 1, 2000 are excluded from this requirement and may be continued.
2. Board approved medical and life insurance premiums.
3. Wayne County Schools Federal Credit Union
4. OEA related deductions

B. Payroll Deductions For Dues and Fair Share Fees

1. The Board shall deduct the periodic dues of Association members and shall deduct a fair share fee (in the manner described below) from all nonmembers of the Association equal to Association and affiliate dues.
2. Bargaining unit members who do not elect to become members of the Association within sixty (60) calendar days following his/her initial day of actual work shall be required to pay to the Association the fair share fee. No service fee shall be assessed or collected during the first days following a new employee's initial day of actual work.
3. The Association agrees to hold the Board harmless in any suit, claim or administrative proceeding arising out of or connected with the imposition, determination or collection of service fees or dues and to indemnify the Board for any liability imposed on it as a result of any such suit, claim or administrative proceeding, including attorney fees and court costs. For purposes of this Section, the term "Board" includes the Board of Education of the Triway Local School District, its members, the Treasurer, Superintendent, and all members of the administrative staff.
4. Association dues/service fees deducted from teachers' paychecks will be provided to the Association Treasurer not later than five (5) calendar days after issuance of that particular pay.
5. Association dues/service fees shall be deducted equally from each remaining paycheck on a contract year basis. The Association Treasurer shall notify the Board Treasurer of the amount to be deducted for each employee by the end of the third week of September and shall commence not later than the second pay period after submission. The Association shall not grieve non-intentional mistakes in deductions made by the Board Treasurer, so long as the errors are corrected in a reasonable time.

ARTICLE 35. INSURANCES

A. Availability/Deductions/Part-Time

Insurances are available to all employees. The Board Treasurer deducts premiums monthly. Part-time employees shall be eligible for insurance on a prorated basis.

B. Hospitalization/Surgical/Major Medical

1. Premium - The Board shall pay one-hundred percent (100%) of the premium for the single or family plan as selected by the employee whether self-funded or covered by an insurance carrier with the general benefits as listed in this Agreement.
2. Both Spouses Employed - If both spouses are employed in the District, the Board is only obligated to pay the premium for one (1) family plan or two (2) single plans (if there are no children).
3. Dependent Eligibility - Eligible dependents include spouse, dependent child(ren) from birth to age twenty-five (25) (who is/are unmarried, not employed on a regular full-time basis and dependent on the employee for support), and unmarried dependent child(ren) of any age who is/are incapable of self-support due to a physical or mental disability which arose prior to attainment of age twenty-five (25).
4. Selection of Carrier - The Board shall have the right to change the insurance carrier, to become self-insured, or to participate in a self-insurance plan or insurance consortium, so long as the level of benefits, deductible amounts and coverage's are equal to those below. This change shall not be allowed more than once annually, nor shall any plan restrict the employee's right to go to any facility or doctor. Any insurance consultant used shall be neutral, i.e. shall not be a plan provider.
5. Coordination of Benefits - This coverage is primary when the employee under this coverage has a birth date before his/her spouse, when this coverage provides benefits not covered by the spouse's coverage, or when the other coverage does not have Coordination of Benefits.
6. Mail Order Prescription Drugs - If discount mail order prescription service is provided and selected by the employee, then prescription drugs ordered shall not be covered by Major Medical.
7. PPO Insurance:



**TRIWAY LOCAL SCHOOL DISTRICT
SUPERMED PLUS**



Effective: July 1, 2009

Group # 764838

Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	25; Removal upon End of Calendar Year	
Blood Pint Deductible	0 pints	
Lifetime Maximum	\$2,500,000	
Benefit Period Deductible – Single/Family ¹	\$100 / \$200	\$500 / \$1,000
Coinsurance	80%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$500 / \$1,000	\$5,100 / \$10,800
Total Out of Pocket Maximum (Including Deductible and Co-insurance)	\$600 / \$1,200	\$5,600 / \$11,800
Physician/Office Services		
Office Visit (Illness/Injury) ²	\$20 co-pay, then 80%	70% after deductible
Urgent Care Office Visit ²	\$20 co-pay, then 80%	70% after deductible
Voluntary Second Surgical Opinion	80% after deductible	70% after deductible
Immunizations (tetanus toxoid, rabies vaccine, and meningococcal polysaccharide vaccine are covered services)	80% after deductible	70% after deductible
Preventative Services		
Routine Physical Exam	100% after deductible	50% after deductible
Well child Care Services Including Exam and Immunizations (To age eighteen)	100%	70% after deductible
Well Child Care Laboratory Tests (To age eighteen)	100%	70% after deductible
Routine Exam associated with a Mammogram (One per benefit period)	100%	70%
Routine Exam associated with a Pap Test (One per benefit period)	100%	70%
Routine Labs, X-rays and Medical Tests (18 and over)	100%	70%
Routine Prostate Specific Antigen (PSA)	100%	70%
Routine Endoscopic Services	100%	70%
Outpatient Services		
Surgical Services	80% after deductible	70% after deductible
Diagnostic Services	80% after deductible	70% after deductible
Diagnostic Colonoscopies	100%	70%
Physical/Occupational/Chiropractic Therapies – Facility and Professional (40 combined visits per benefit period)	80% after deductible	70% after deductible
Speech Therapy– Facility and Professional (10 visits per benefit period)	80% after deductible	70% after deductible
Cardiac Rehabilitation	80% after deductible	70% after deductible
Emergency use of an Emergency Room ³	\$75 co-pay, then 80%	
Non-Emergency use of an Emergency Room ⁴	\$75 co-pay, then 80%	\$75 copay, then 70%

Benefits	Network	Non-Network
Inpatient Facility		
Semi-Private Room and Board	80% after deductible	\$100 Single/\$300 Family copay per admission, then 70%
Maternity	80% after deductible	70% after deductible
Skilled Nursing Facility (100 days per benefit period)	80% after deductible	\$100 Single/\$300 Family copay per admission, then 70%
Additional Services		
Allergy Testing and Treatments	80% after deductible	70% after deductible
Ambulance	80% after deductible	70% after deductible
Durable Medical Equipment	80% after deductible	70% after deductible
Home Healthcare	80% after deductible	50% after deductible
Hospice	80% after deductible	50% after deductible
Organ Transplants	80% after deductible	50% after deductible
Private Duty Nursing	80% after deductible	70% after deductible
Mental Health and Substance Abuse		
Inpatient Mental Health and Substance Abuse Services (30 days per benefit period, Substance Abuse limited to 1 admission per benefit period and 3 admissions per lifetime)	80% after deductible	\$100 Single/\$300 Family copay per admission, then 50%
Outpatient Mental Health Services (30 visits per benefit period)	80% after deductible	70% after deductible
Outpatient Substance Abuse (\$550 per benefit period)	80% after deductible	70% after deductible

NOTE: Services requiring a copayment are not subject to the single/family deductible.

Deductible and coinsurance expenses incurred for services by a non-network provider will also apply to the network deductible and coinsurance out-of-pocket limits. Deductible and coinsurance expenses incurred for services by a network provider will also apply to the non-network deductible and coinsurance out-of-pocket limits.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

¹Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies.

²The office visit copay applies to the cost of the office visit only.

³Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible.

⁴Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.



**TRIWAY LOCAL SCHOOL DISTRICT
SUPERMED PLUS**



Effective:
January 1, 2010

Group # 764838

Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	25; Removal upon End of Calendar Year	
Blood Pint Deductible	0 pints	
Lifetime Maximum	\$2,500,000	
Benefit Period Deductible – Single/Family ¹	\$100 / \$200	\$500 / \$1,000
Coinsurance	80%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$500 / \$1,500	\$5,100 / \$10,800
Total Out of Pocket Maximum (Including Deductible and Co-insurance)	\$600 / \$1,700	\$5,600 / \$11,800
Physician/Office Services		
Office Visit (Illness/Injury) ²	\$20 co-pay, then 80%	70% after deductible
Urgent Care Office Visit ²	\$20 co-pay, then 80%	70% after deductible
Voluntary Second Surgical Opinion	80% after deductible	70% after deductible
Immunizations (tetanus toxoid, rabies vaccine, and meningococcal polysaccharide vaccine are covered services)	80% after deductible	70% after deductible
Preventative Services		
Routine Physical Exam	100% after deductible	50% after deductible
Well Child Care Services including Exam and Immunizations (To age eighteen)	100%	70% after deductible
Well Child Care Laboratory Tests (To age eighteen)	100%	70% after deductible
Routine Exam associated with a Mammogram (One per benefit period)	100%	70%
Routine Exam associated with a Pap Test(One per benefit period)	100%	70%
Routine Labs, X-rays and Medical Tests (18 and over)	100%	70%
Routine Prostate Specific Antigen (PSA)	100%	70%
Routine Endoscopic Services	100%	70%
Outpatient Services		
Surgical Services	80% after deductible	70% after deductible
Diagnostic Services	80% after deductible	70% after deductible
Diagnostic Colonoscopies	100%	70%
Physical/Occupational/Chiropractic Therapies – Facility and Professional (40 combined visits per benefit period)	80% after deductible	70% after deductible
Speech Therapy– Facility and Professional (10 visits per benefit period)	80% after deductible	70% after deductible
Cardiac Rehabilitation	80% after deductible	70% after deductible
Emergency use of an Emergency Room ³	\$75 co-pay, then 80%	
Non-Emergency use of an Emergency Room ⁴	\$75 co-pay, then 80%	\$75 copay, then 70%

Benefits	Network	Non-Network
Inpatient Facility		
Semi-Private Room and Board	80% after deductible	\$100 Single/\$300 Family copay per admission, then 70%
Maternity	80% after deductible	70% after deductible
Skilled Nursing Facility (100 days per benefit period)	80% after deductible	\$100 Single/\$300 Family copay per admission, then 70%
Additional Services		
Allergy Testing and Treatments	80% after deductible	70% after deductible
Ambulance	80% after deductible	70% after deductible
Durable Medical Equipment	80% after deductible	70% after deductible
Home Healthcare	80% after deductible	50% after deductible
Hospice	80% after deductible	50% after deductible
Organ Transplants	80% after deductible	50% after deductible
Private Duty Nursing	80% after deductible	70% after deductible
Mental Health and Substance Abuse		
Inpatient Mental Health and Substance Abuse Services (30 days per benefit period, Substance Abuse limited to 1 admission per benefit period and 3 admissions per lifetime)	80% after deductible	\$100 Single/\$300 Family copay per admission, then 50%
Outpatient Mental Health Services (30 visits per benefit period)	80% after deductible	70% after deductible
Outpatient Substance Abuse (\$550 per benefit period)	80% after deductible	70% after deductible

Note: Services requiring a copayment are not subject to the single/family deductible.

Deductible and coinsurance expenses incurred for services by a non-network provider will also apply to the network deductible and coinsurance out-of-pocket limits. Deductible and coinsurance expenses incurred for services by a network provider will also apply to the non-network deductible and coinsurance out-of-pocket limits.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

¹Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies.

²The office visit copay applies to the cost of the office visit only.

³Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible.

⁴Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.

C. Insurance Review Committee

1. An Insurance Review Committee shall be established. The Insurance Review Committee shall be comprised of three (3) members participating in the insurance plan appointed by the Association, the District Treasurer, two (2) District Administrators participating in the insurance plan appointed by the Superintendent, and the Ohio Education Association Labor Relations Consultant by invitation of either party.
2. The Insurance Review Committee shall:
 - a. conduct an ongoing review of the insurance plan;
 - b. review costs vs. benefits and experience and utilization reports;
 - c. Promote best practices as established by the State Employees Health Care Board.
 - d. provide ongoing communication to plan members;
 - e. provide ongoing education about the insurance plan to plan members; and
 - f. receive training on understanding the complexities of insurance review.
3. The Insurance Review Committee shall meet at mutually agreed upon times as needed during the school year. A quorum of the District Treasurer, two (2) bargaining unit members and one (1) district administrator must be in attendance to hold a meeting. The Committee shall maintain minutes of its meetings, which shall be approved by the Committee members. Copies of the Committee minutes shall be furnished to the Superintendent, and the Association President.
4. All proceedings and reports of the Insurance Review Committee relating to claims and/or disputes of identified individuals shall be confidential, although committee minutes may report generally on claims as to the nature, number, amount paid out and claims dispute resolution without identifying individual claimants.

D. Hospitalization/Surgical/Major Medical Insurance Opt Out

Any bargaining unit member covered under either the single or family coverage of the School District's health insurance plan as of August 15, 1992 and any new employee hired after August 15, 1992, who declares in writing to the Board Treasurer before August 15 of each year that he/she does not elect to be covered by the District Health and Major Medical Insurance for the entire school year may opt out of the District Health and Major Medical Insurance, if he/she is covered by another Plan outside the District. Said bargaining unit member shall be paid an amount equal to one-half (1/2) of the annual premium of the previous twelve (12) months (August 1 to July 31) otherwise payable by the Board for that same single or family plan coverage (prorated for persons who have prorated insurance to the same percentage as paid by the Board for prorated insurance) to a maximum of Three Thousand Five Hundred Dollars (\$3,500). The payment provided in this Section shall be paid in the first week of September of the succeeding year. Persons reenrolling may not be covered for pre-existing conditions incurred while not on the District Plan.

E. Group Term Life Insurance

The Board shall purchase group term life insurance for each certified/licensed employee in the amount of Fifty Thousand Dollars (\$50,000) plus equal amounts of accidental death and dismemberment coverage. Optional life insurance equal to the amount provided by the Board shall be available at the employee's expense.

F. Dental Insurance

The Board shall pay ninety-two percent (92%) of the premium for single or family plan for dental insurance. The plan will be at least equal to the dental insurance plan in effect in the District as of September 1, 1992. Orthodontia will have a Two Thousand Dollar (\$2,000) maximum lifetime limit per individual.

G. Insurance While On Leave of Absence

The employee is permitted to pay the total premium when on an unpaid leave of absence, if permitted by the carrier.

H. COBRA Protection

All provisions of this insurance package shall comply with COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985).

I. Liability Settlements

If a settlement occurs in a negligence claim in which a teacher is named as a party, the settlement of the liability claim shall not be used by the Board or Administration for purposes of any disciplinary action against the employee. This does not preclude the Board from taking whatever action may be appropriate based upon the acts of the employee, which action may be subject to review under the grievance procedure.

J. Section 125 Plan

The Board shall provide a Section 125 Plan, at no cost to the employee, for before tax contributions of anticipated nonpaid expenses allowed by Federal law, in a manner consistent with Federal law.

ARTICLE 36. TUTOR RIGHTS AND BENEFITS

Tutors shall have all rights and benefits provided to other members of the bargaining unit in this Contract, except as modified in this Article.

A. Salary

1. Tutors shall be paid per hour based on the annual rate indicated in the column of the teacher salary schedule specified for tutors. Tutors shall be paid for each hour scheduled with students, regardless of student attendance, and each hour required to attend meetings with Administrators, teachers, and parents. Tutors will be paid over twenty-six (26) pays as per Article 33/I.
2. New tutors shall start at Step 0. Experienced tutors shall be given credit for experience according to placement on the salary schedule.
3. Tutors will work the regular teacher workday and school calendar as per Articles 10 and 11. At least six (6) hours per day will be scheduled with students on an IEP as per the Building Principal.

B. Right To Interview For Teaching Position

Tutors shall have no right to teachers' position(s) just by virtue of being employed as a tutor; however, tutors shall have the right, upon written request to the Superintendent, to interview for regular teaching position vacancies for which they are certificated/licensed.

C. **Article 20 (Reduction In Force)**

Tutors shall have no rights pursuant to this Article.

D. **Article 25 (Contracts)**

Tutors shall receive one-year limited contracts and shall not be eligible for continuing contracts. The parties agree that this paragraph supersedes and replaces any provisions to the contrary in Ohio Revised Code 3319.11.

E. **Article 35 (Insurances)**

Tutors shall have the right to hospitalization and dental insurance.

F. **Article 14 (Certified Personal Leave)**

Tutors shall accrue Personal Leave at the rate of one and three-tenths (1.3) hours of Personal Leave for each eighty (80) hours of service.

G. **Article 19 (Sick Leave)**

Tutors shall accrue Sick Leave at the rate of six and four-tenths (6.4) hours of Sick Leave for each eighty (80) hours of service.

ARTICLE 37. REEMPLOYMENT OF RETIRED TEACHERS

PRTs are eligible to participate in the District's health insurance program. A teacher retired under the State Teachers Retirement System ("previously retired teacher" or "PRT") may be employed/reemployed under the following conditions:

- A. The Board is under no obligation to employ any retired teacher and there is no expectation of reemployment when a teacher retires from the Triway Local School District. PRTs who previously worked in the District do not need to be interviewed by the Board for any vacant positions for which they apply. PRTs who previously worked in the District are not guaranteed a particular assignment upon reemployment. PRTs will be assigned to positions that are within their certification/ licensure area(s).
- B. PRTs will have no rights under the transfer and vacancy provisions of the Negotiated Agreement.
- C. PRTs will be considered as new employees to the District with the exception that PRTs who previously worked in the District do not need to attend the New Teacher Orientation Program that is held prior to the commencement of classes in August.
- D. Upon employment, PRTs will be placed at Step 0 on the salary schedule and given full credit for their educational level.
- E. PRTs are eligible to participate in the District's health insurance program.
- F. PRTs are not eligible for continuing contracts and will be awarded one (1) year contracts that will automatically expire at the end of the school year without notice of nonrenewal and without compliance with ORC 3319.11 and 3319.111. For the purpose of PRTs, the parties expressly agree that this provision supersedes and replaces ORC 3319.11 and 3319.111 and differs from the rights of other teachers contained in the Negotiated Agreement.

- G. PRTs will be evaluated in accordance with the terms of the Negotiated Agreement.
- H. PRTs may not accrue additional STRS credit as a result of their service following reemployment. Instead, the Board and the PRT shall make contributions to STRS that will fund a single life annuity with a reserve based on the PRT's accumulated contributions during his/her period of service as a regular teacher following reemployment. For additional information concerning the annuity, see Ohio Revised Code 3307.35.
- I. Seniority for PRTs returning to service with the Board after retirement will return to zero (0) years and remain at zero (0) years for the PRTs entire "post-retirement" tenure (i.e. the PRT shall remain at the bottom of the RIF list). In the event of a reduction in force, the PRT will not have any of the bumping and/or recall rights set forth in the Negotiated Agreement.
- J. PRTs are not eligible for severance pay for accumulated Sick Leave and may not participate in any future retirement incentive programs.
- K. PRTs will be eligible to accumulate Sick Leave. Sick Leave shall commence at zero (0) days for PRTs. PRTs shall earn one and one-quarter (1-1/4) days of Sick Leave per month for the duration of their reemployment. PRTs may request an advance of up to five (5) days of Sick Leave, if necessary. PRTs must reimburse the Board for any advanced Sick Leave which is not earned at the time the PRT severs his/her employment with the District. The parties expressly agree that this provision supersedes and replaces ORC 3319.141.
- L. PRTs may not be considered for supplemental contract positions if qualified non-retired teachers apply. The parties expressly agree that this provision supersedes and replaces ORC 3313.53.
- M. Subject to these provisions, PRTs are part of the bargaining unit.
- N. The parties expressly agree and fully intend this Article to supersede and take precedent over any inconsistent and/or contrary provisions of the Ohio Revised Code, the Ohio Administrative Code, Federal laws and regulations, and any other provisions of the Negotiated Agreement.

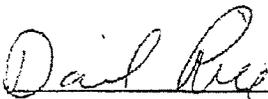
ARTICLE 38. DURATION AND INTENT OF AGREEMENT

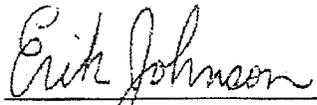
- A. This Agreement and the appendices hereto constitute the whole agreement between the Triway Local Board of Education and the Triway Education Association. This Agreement shall become effective July 1, 2012 and shall remain in full force and effect through June 30, 2014.
- B. If any Court of controlling jurisdiction orders nullification of any section of this Agreement, the parties shall meet in an attempt to work out an alternative solution.

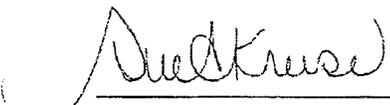
FOR THE ASSOCIATION

FOR THE BOARD


Brenda Webb, Team Member

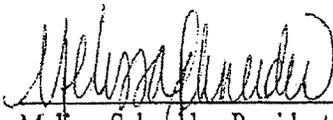

David Rice, Superintendent


Erik Johnson, Team Member


Sue Kruse, Treasurer

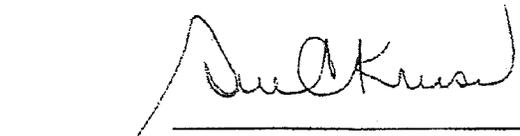

Mike Moody, Team Member

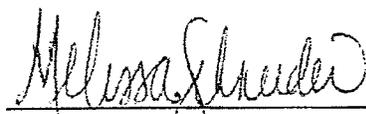
LaVonne Lobert-Edmo
Labor Relations Consultant


Melissa Schneider, President

This Agreement and its Appendices
were adopted by the Board on
December 19, 2011.

This Agreement and its Appendices
were adopted by the Association
on December 15, 2011.


Sue Kruse, Treasurer


Melissa Schneider, President

TRIWAY LOCAL SCHOOL DISTRICT
GRIEVANCE FORM

LEVEL _____

NAME _____ BUILDING _____

SPECIFIC ITEM ALLEGED VIOLATED, MISINTERPRETED, AND/OR MISAPPLIED _____

STATEMENT OF GRIEVANCE: _____

RELIEF SOUGHT: _____

Signature of Aggrieved

Date Filed at this Level

DISPOSITION RENDERED: _____

Signature of Person Rendering Deposition

Date

(Attach additional pages if necessary to complete any section.)

Circle One: I Agree I Disagree

Grievant Signature

GUIDELINES FOR TEACHER EVALUATION**I. PERSONAL ATTITUDES AND CHARACTERISTICS**

- A. Takes initiative in meeting responsibilities.
 - 1. Establishes a pattern of being dependable by being punctual, by maintaining accurate records, by attending required meetings, and by supplying instructions for substitute teachers.
 - 2. Supervises the care and/or safe storage of the school equipment under his/her jurisdiction.
 - 3. Is willing to assume responsibility for supervising pupil behavior in school situations. (When a teacher becomes aware of disruptive behavior outside of his/her classroom, in the hallways, washrooms, assemblies, lunchroom, bus stops, etc., he/she attempts to deal with it.)
- B. Relates positively to students, parents, and staff.
 - 1. Demonstrates friendliness, honesty, and sincerity in a desire to help.
 - 2. Exercises emotional control.
 - 3. Accepts mistakes in a classroom, attempts to prevent or resolve interpersonal conflicts, uses verbal and nonverbal praise.
 - 4. Exhibits concern for the feelings and opinions of others, is tactful and discreet.
- C. Responds constructively to supervision.
 - 1. Considers statements of observation and its analysis presented in a constructive manner.
 - 2. Assumes responsibility for improvement.
- D. Maintains acceptable personal appearance. (Recognizes that individual differences in appearance are acceptable as long as they are not disruptive to the students' ability to learn.)

II. PROFESSIONAL ATTITUDES AND CHARACTERISTICS

- A. Helps each pupil to develop a realistic, positive image.
 - 1. Help students feel that their presence and participation is desirable and of value by using techniques of both verbal and non-verbal positive reinforcements.
 - 2. Demonstrates a fair and open-minded concern for the pupils as evidenced by impartiality, listening to various points of view, and attention to student inquiries and their need for explanations.
 - 3. Attempts to involve as many students as possible in constructive activities.

II. Professional Attitudes and Characteristics (Cont'd)

- B. Shows evidence of professional growth.
 - 1. Demonstrates an awareness of current trends relevant to his/her field. (This may be attained through workshops, courses, publications, research, or independent pursuits. Evidence of this awareness may be obtained in a conference with the teacher.)
 - 2. Works toward professional self-improvement.
- C. Abides by written administrative policies and procedures within department, school, and the District as stipulated in School Board policies, teachers' handbook, and other currently written regulations.
- D. Works cooperatively with school and District personnel and assumes delegated responsibilities.
 - 1. Accepts necessary building duties in addition to teaching assignment.
 - 2. Is available, upon request, to share abilities and knowledge with fellow teachers.
 - 3. Cooperates with colleagues in implementation of programs, policies, and daily routines.
 - 4. Encourages pupils to respect and observe school policies and routines.
- E. Informs parents of pupil's performance and works with parents and other school personnel to bring about improvement and growth.
 - 1. Initiates communications with the parents.
 - 2. Makes himself/herself available and prepares for conferences.
 - 3. Follows through on a mutually agreed upon plan of action.

III. PROFESSIONAL COMPETENCIES

- A. Demonstrates skill in the presentation of subject matter.
 - 1. Gives clear, concise directions and concept clarification to make himself/ herself understood by the students.
 - 2. Uses instructional vocabulary and materials suited to the students.
 - 3. Calls attention to the points of major importance.
 - 4. Anticipates difficulties and explains in advance.
 - 5. Is able to rephrase and give additional examples in response to questions by students, where desirable.

III. PROFESSIONAL COMPETENCIES (Cont'd)

- B. Seeks to promote student success by adapting methods, activities and materials.
1. Adapts materials, methods, and activities according to the student's individual needs, objectives of the lesson, and guidelines of the curriculum. (Class size should also be considered.)
 2. Plans classroom activities appropriate for the current level of competence of the students.
 3. Makes assignments which reinforce classroom learning.
 4. Uses diagnostic and remedial procedures where appropriate.
- C. Evidences planning and organization, not necessarily written, and is flexible in taking advantage of spontaneous learning opportunities.
1. Organizes presentation and activities as planned steps toward meeting established goals.
 2. Guides class from one activity to another with ease.
 3. Demonstrates competence in subject matter.
 4. Plans sufficient activities for the time allotted .
- D. Involves students in active learning processes.

(The following methods are illustrative of how this may be done: Challenging, questioning, encouraging, guiding critical thinking, guiding conceptualization, providing laboratory experiences, providing opportunities of practical application.)

IV. INSTRUCTIONAL MANAGEMENT

- A. Establishes and maintains reasonable classroom control.
1. Develops an atmosphere of mutual respect and cooperation as evidenced by pupil-pupil, pupil-teacher interactions which are relaxed, good natured, and courteous.
 2. Builds desirable classroom standards of work and behavior involving the students when appropriate and interprets the standards in a manner which is designed to prevent problems. Is firm, consistent, and fair in holding the students to these classroom standards.
 3. Uses disciplinary approaches that are constructive.
 4. Encourages students to exercise self-discipline. (This may be evidenced in part by the manner in which students respond to inappropriate classroom behavior on the part of their peers.)
 5. Deals with causes of inappropriate behavior as well as with the behavior itself when possible.

IV. INSTRUCTIONAL MANAGEMENT (Cont'd)

6. Deals with behavioral problems on an individual basis.
 7. Demonstrates the ability to handle most classroom disciplinary problems directly.
- B. Conducts classroom activities in an efficient manner.
1. Classroom situation is orderly, businesslike, work areas are arranged to be conducive to learning, and most students are on task.
 2. Effectively maintains productive daily routine and administration by handling reports and announcements promptly and efficiently.
 3. Uses a variety of classroom activities.
 4. Removes potential distractions to the planned classroom activities.
 5. Directs supervised study.
 6. Attends to the physical conditions and appearance of the classroom and comfort of the students where within the teacher's control.
- C. Keeps records as needed to provide information on pupil progress.
1. Maintains up-to-date, accurate and legible records of pupil attendance as required for his/her grade level or subject area.
 2. Enters records of parental conferences in the cumulative files when appropriate.
 3. Assigns grades in a manner consistent with school and departmental policy.
- D. Implements approved curriculum for grade or subject.
1. Follows the scope and sequence of the instructional program as it relates to his/her teaching assignment.
 2. Uses adopted materials, supplemental books, texts, etc., in keeping with the instructional program.

KEY TEACHER BEHAVIORS FOR INCREASING TIME ON TASK**CONCEPT 1: TEACHER USES TIME EFFICIENTLY**

- * Teacher starts class promptly and on time

EXAMPLE: (Positive) When the school bell rings, Ms. Calder was standing at the front of the class ready to begin. She had materials organized, had checked attendances as the students entered the room, and she began the class by maintaining eye contact with students instead of rummaging through her desk for papers, putting up a bulletin board, or otherwise getting organized for the day. Ms. Calder began promptly by stating, "Today we will discuss the nervous system of the human body. You will need to take good notes on the lecture in order to use the new terms and their definitions on the diagrams we will draw and label during the lab period. Let's begin."

- * Teacher manages transitions

- Advance notice
- Clear wrap-up
- Indicates what behavior will not be permitted during transitions.

- * Teacher eliminates wait time

- Activities for students who finish early

EXAMPLE: (Positive) Ms. Fernandez explains the classroom procedure for arithmetic seat work. "When you finish the first row of problems you may check your answers on the answer sheets that are posted on the board at the back of each row. If you have at least three of the problems answered correctly, you may finish the page and put your paper in your folder. Then study your part in the health kit while you are waiting for the class to finish arithmetic. Those of you who miss more than one problem in the first row examples, raise your hand and I will come to help you as quickly as possible." Ms. Fernandez looks over the class to see if everyone is beginning the assignment; she then moves around the room, monitoring and helping those who obviously are having trouble.

- * Teacher controls interruptions

- Enforces rules regarding tardy behavior
- Clear procedures for students who do not have supplies

EXAMPLE: (Positive) Mr. Nunez is giving instruction to the class when Maria comes quietly in the room and takes her seat. In her right hand is a pass from the office which she places on the right hand corner of her desk for Mr. Nunez to pick up when he is ready. Maria does not interrupt him to ask for the correct page number of the text that he is discussing but instead quietly asks the girl next to her (as previously instructed). Mr. Nunez observes what Maria does to fit into the ongoing lesson without stopping the class.

* Teacher has routinized tasks

- Passing out papers
- Collecting papers

PRINCIPLE: The more efficient the teacher is in using class time, the greater the engagement rate of students and the higher the students' achievement levels.

CONCEPT 2: TEACHER MANAGES SEAT WORK

* Teacher explains procedures for independent practice of lesson content

EXAMPLE: Mr. Leonard: "Now for tomorrow. On page 297 (text), you have a new idea. It says the equilateral triangle is met so often that we might as well have a little formula for it. It is proved there (page 297). Will you study the proof? Substitution, of course, and your formula - use it in solving number 1a, b, c, and d, number 2a, number 3, number 4a and b, and that will give us enough practice. Now start your homework and we'll see whether the assignment is clear."

At this point students begin doing homework and the teacher helps the students individually with the assignment.

* Teacher checks student comprehension

EXAMPLE: Given the example in 3.6.1, Mr. Peel proceeds by asking students to locate one (1) or more potential sites for a city and to state reasons for their selections. When the students are successful in doing so, they proceed with their seat work by locating the most likely sites on each of ten (10) maps he has prepared for the class.

* Teacher sets specific time for checking homework

EXAMPLE: Ms. Anderson: "Your seat work will be checked at the end of the period (at the beginning of the next class, etc.)."

* Teacher circulates around the room

EXAMPLE: During seat work, Mr. Peel (3.6.1) moved about the room helping two (2) or three (3) students who had not fully understood the assignment or were otherwise having difficulty.

* Teacher holds students accountable and gives feedback

EXAMPLE: Ms. Rodriguez: "I'm returning your homework on common and proper nouns. Most of the papers were good. If you have an "OK" mark, you may work with Ms. Nelson (teacher aide) on the Halloween story you are writing for the first grade. Remember to capitalize all proper nouns. Those who have a note on your paper to practice nouns will meet with me now at the Language Learning Center for another lesson on common and proper nouns."

PRINCIPLE: If students understand what they are to do and how they are to do it, and if the teacher checks student work and provides feedback, learning will be enhanced and on-task time increased.

CONCEPT 3: TEACHER ORGANIZES CLASSROOM TO REDUCE OFF-TASK BEHAVIOR

* Teacher organizes whole group activities to maximize learning: (1) Teacher can see all students, (2) Teacher places problem students near his/her desk, and (3) Teacher has clear procedures for students who finish early.

* Teacher organizes "center" activities to reduce off-task behavior: Teacher (1) has time limits on centers, (2) opens one (1) center at a time, (3) limits number of students, (4) introduces centers, and (5) communicates consequences of not following center rules.

PRINCIPLE: The better organized the classroom, the fewer the number of off-task behaviors and student disruptions.

CONCEPT 4: TEACHER VARIES INSTRUCTION AND REVIEWS LESSONS

* Teacher is actively engaged in instruction at least 50% of class time.

* Teacher limits the amount of seat work.

* Teacher varies instruction consistent with the needs of the pupils. EXAMPLE - For the low academic ability students, the teacher should:

1. Structure learning
2. Call on non-volunteers
3. Break instruction into small steps
4. Practice
5. Attempt to obtain high rate of success
6. Use more lower order questions

* Teacher reviews subject matter at beginning of a new lesson

EXAMPLE: Ms. McCray: "Let's open our books again to Chapter 10; the chapter we talked about Friday, and do a little bit of review of the week. Remember some of the things that were said that were an introduction to our study that will eventually evolve into the study of man. Now, we finished all the study of the invertebrate animal group, and we said that we'll divide the animal world into two (2) large groups, the invertebrate and vertebrate. Now, we discussed some of the characteristics that we had in order to identify the invertebrate group. Let's review that a little bit. Can you give us again some of the things we talked about? We'll outline them on the board. Jane?"

* Teacher summarizes lesson by recapping major points of lesson

EXAMPLE: The class has finished discussing causes of the Civil War in the United States. The teacher says, "Now, let's summarize what we have said about the causes of the war. Let's write on the board, the heading 'geographic causes' on one end; on the other end, 'political'; and in the middle, 'beliefs or moral causes'." "Now, let's fill in the major items under each of these.

PRINCIPLE: The more varied and appropriate the instruction, the more on task the students.

**TRIWAY LOCAL SCHOOL DISTRICT
OBSERVATION DATA FORM**

Teacher _____ Class/Activity _____

Date/OB: _____ Length/Observation: _____

DIRECTIONS TO OBSERVER: This is a form to collect information. (It is not an evaluation instrument.) It is designed to describe what was seen in the observation. The information should be used to plan areas of emphasis in the evaluation process during the year. The meaning of the symbols used in Column I is as follows:

NI = Needs Improvement SD = Serious Deficiency O = Not Observed NA = Not Apply Y=Yes

CIRCLE AREA-ITEM COMMENTS

	A. <u>CLARITY IN PRESENTATION</u>	
Y NI SD NO NA	1. Evidence of knowledge and understanding of subject matter	
Y NI SD NO NA	2. Instructional objectives readily apparent	
Y NI SD NO NA	3. Class activities clearly related objectives	
Y NI SD NO NA	4. Class activities well organized/paced	
	B. <u>ENTHUSIASM</u>	
Y NI SD NO NA	1. Teacher/pupil interaction positive/productive (vocal, gestures, facial word selection, accepts ideas, energy)	
	C. <u>TEACHER IS BUSINESS-LIKE AND TASK ORIENTED.</u>	
	D. <u>TEACHING TECHNIQUES AND CLASSROOM MANAGEMENT THAT INCREASES STUDENT TIME ON TASK TO PROMOTE LEARNING.</u>	
Y NI SD NO NA	1. Teacher uses time efficiently	
Y NI SD NO NA	a. Starts class on time	
Y NI SD NO NA	b. Manages transition	
Y NI SD NO NA	c. Eliminates wait time	
Y NI SD NO NA	d. Controls interruptions	
Y NI SD NO NA	e. Has routinized task (paper in and out)	
Y NI SD NO NA	2. Teacher manages seat work	
Y NI SD NO NA	a. Explains procedure for independent practice of lesson content	
Y NI SD NO NA	b. Checks student comprehension/understanding	
Y NI SD NO NA	c. Sets time for checking homework.	
Y NI SD NO NA	d. Circulates around the room.	

- | | | | | | |
|---|----|----|----|----|--|
| Y | NI | SD | NO | NA | 3. Teacher organizes classroom to reduce off-task behavior |
| Y | NI | SD | NO | NA | a. Can see all students |
| Y | NI | SD | NO | NA | b. Places problem students near desk |
| Y | NI | SD | NO | NA | c. Clear procedures for students who finish early |
| Y | NI | SD | NO | NA | d. Organized "center" activities to reduce off-task behavior |
| Y | NI | SD | NO | NA | e. Teacher varies instruction and reviews lesson. |
| Y | NI | SD | NO | NA | 1) Reviews subject matter at beginning of new lesson |
| Y | NI | SD | NO | NA | 2) 50% of class time engaged in instruction |
| Y | NI | SD | NO | NA | 3) Limits amount seat work |
| Y | NI | SD | NO | NA | 4) Varies instruction consistent with individual differences |
| | | | | | of students (for low ability students), structures, calls |
| | | | | | on nonvolunteers, breaks instruction into small steps, |
| | | | | | practice, attempts to obtain high rate of success |
| Y | NI | SD | NO | NA | 5) Summarizes lesson (recaps major points) at closing |
| Y | NI | SD | NO | NA | 6) Homework assignments are clearly stated on board |

E. STUDENT BEHAVIOR

- | | | | | | |
|---|----|----|----|----|---|
| Y | NI | SD | NO | NA | 1. Class rules are few and consequences understood (posted) |
| Y | NI | SD | NO | NA | 2. Deals with inappropriate behavior consistently |
| Y | NI | SD | NO | NA | 3. Students not permitted to interrupt teaching |
| Y | NI | SD | NO | NA | 4. Students not permitted to interrupt students from learning |

F. ENVIRONMENT

- | | | | | | |
|---|----|----|----|----|---|
| Y | NI | SD | NO | NA | 1. Physical arrangements provide efficiency |
| Y | NI | SD | NO | NA | 2. Appearance is neat, organized and warm |
| Y | NI | SD | NO | NA | 3. Student work displayed |

General Comments/Recommendations of Observer:

Signed _____
Observer

Teacher

NOTE: Teacher's signature indicates report was discussed with teacher; not necessarily agreement.

**TRIWAY LOCAL SCHOOL DISTRICT
END-OF-YEAR EVALUATION FORM**

Name _____ Date _____

The evaluation report which follows includes the Principal's appraisal of the teacher to date.
[EX=Excellent, G=Good, A=Acceptable, NI= Needs Improvement,
SD=Serious Deficiency, NO=Not Observable]

I. PERSONAL ATTITUDES AND CHARACTERISTICS

A. Adaptability	EX	G	A	NI	SD	NO
B. Cooperation	EX	G	A	NI	SD	NO
C. Dependability	EX	G	A	NI	SD	NO
D. Initiative	EX	G	A	NI	SD	NO
E. Judgment	EX	G	A	NI	SD	NO
F. Punctuality	EX	G	A	NI	SD	NO
G. Self-Control	EX	G	A	NI	SD	NO
H. Tact	EX	G	A	NI	SD	NO

II. PROFESSIONAL ATTITUDES AND CHARACTERISTICS

A. Professional interest and growth	EX	G	A	NI	SD	NO
B. Records and reports	EX	G	A	NI	SD	NO
C. Relationship with students	EX	G	A	NI	SD	NO
D. Relationship with parents	EX	G	A	NI	SD	NO
E. Cooperativeness with school and District personnel	EX	G	A	NI	SD	NO

III. PROFESSIONAL COMPETENCIES

A. Lesson preparation	EX	G	A	NI	SD	NO
B. Class participation	EX	G	A	NI	SD	NO
C. Sufficient teaching aids	EX	G	A	NI	SD	NO
D. Presentation of subject matter	EX	G	A	NI	SD	NO

IV. INSTRUCTIONAL MANAGEMENT

A. Classroom control	EX	G	A	NI	SD	NO
B. Learning atmosphere	EX	G	A	NI	SD	NO
C. Provides for individual needs	EX	G	A	NI	SD	NO
D. Aims and procedures clearly defined	EX	G	A	NI	SD	NO
E. Appropriate variety of activities	EX	G	A	NI	SD	NO
F. Recording of pupil progress	EX	G	A	NI	SD	NO
G. Implementation of approved curriculum	EX	G	A	NI	SD	NO

OVERALL EVALUATION BASED UPON ABOVE

EX G A NI SD NO

GENERAL COMMENTS: _____

Signature of Building Principal

*Signature of Teacher

*NOTE: The above signature does not indicate agreement with points as evaluated, but that the opportunity to review same was available. Teacher may affix letter of dissatisfaction to annual report.

TRIWAY LOCAL SCHOOL DISTRICT RESIDENT EDUCATOR PROGRAM

A. Purpose

The Resident Educator Program for beginning teachers will provide Ohio's newest educators with coaching, mentoring and guidance that are critical to improving *their* skills and knowledge *and* student achievement. The Resident Educator License will be issued beginning in 2011. The Resident Educator Program will be a Program administered and funded by Triway Local Board of Education (the Board) School District.

This program shall not replace the negotiated employee evaluation system.

B. Definitions

1. Resident Educator Program

The four-year program created by HB1 designed to provide newly licensed Ohio educators quality mentoring and guidance. Successful completion of the residency program is required to advance to a five-year professional educator license.

2. Mentor

A Mentor is a teacher trained and assigned to provide professional support to a Resident Educator following the guidelines and protocols of the Resident Educator Program.

3. Resident Educator

A Resident Educator is a teacher employed under a resident educator license.

4. Formative Assessment

Formative assessment - is diagnostic and designed to yield information that will help teachers identify specific areas for skill enhancement. Formative assessment consists of collaboration among professionals to provide adequate feedback and assistance to support the growth of individual professional achievement.

C. Mentors

1. Qualifications

- a) The Mentor Teacher must have a minimum of seven (7) consecutive years of teaching experience in the district.
- b) The Mentor Teacher must be trained to act as a mentor through the Ohio Department of Education Instructional Mentoring program.

- c) The Mentor Teacher must hold a valid teaching certificate/license and may be assigned to Resident Educators with the same area of certification/license.
- d) The Mentor must have demonstrated the ability to work cooperatively and effectively with the professional staff members and have extensive knowledge of a variety of classroom management and instructional techniques.

2. Training

Mentor Teachers shall be provided with the following:

- a) An orientation to mentoring responsibilities:
- b) State required mentor training;
- c) Opportunities to consult with and otherwise assist the assigned Resident Educator Teacher on a regular basis, with adequate time within the instructional day allocated for such consultation and assistance.

3. Responsibilities

- a) The Mentor Teacher shall carry out the Resident Educator Program in conjunction with the Resident Educator as developed by ODE.
- b) Consult with and otherwise assist the assigned Resident Educator Teacher on a regular basis within the instructional day.
- c) The mentor will use the Resident Educator Program formative assessment tools (collaborative log, Ohio Standards for the Teaching Profession reflection tool, goal-setting agreement), and protocols to support the resident educator.
- d) The mentor will attend regional mentor network meetings.
- e) The mentor does not have a formal evaluative role. The mentor's role is to support the growth of the resident educator as an instructional mentor through formative assessment tools.

4. Release Time

- a) Each Mentor Teacher shall be granted release time for direct mentoring activities. Release time shall be separate from any other release time covered under this Agreement and shall be coordinated by the Superintendent.
- b) Each Mentor Teacher shall be granted release time to attend committee meetings, necessary training and to perform the required committee work.

D. Restrictions

1. Any or all materials jointly developed by Mentee/Mentor shall not be developed or utilized as a remediation program.

E. Compensation

1. Release time shall be provided to the Mentor Teacher and/or Resident Educator as mutually agreed upon with the building principal. The maximum number of Resident Educators a Mentor Teacher may have is two (2) per year.
2. Coverage needs brought on by exceptional circumstances will be provided by alternate methods to be determined jointly by the building principal and Mentor Teacher.
3. In addition to the mutually agreed upon released time, each Mentor Teacher shall receive a stipend of five percent (5%) of the base for each Resident Educator. The stipend is to be paid in June of that school year.
4. The District will pay all training fees required for mentors to receive the mandatory ODE State mentor training.
5. The Mentor teacher will complete the form, found as Appendix H. This form will be turned in to the Treasurer's office by the teachers last working day for the contract year that the bargaining unit member was assigned the position of Mentor teacher.

F. Resident Educator

1. Each Resident Educator shall be given an initial orientation on the following matters:
 - a) The pupils and community to be served;
 - b) School policies, procedures, and routines;
 - c) Courses of study, competency-based education programs, and responsibilities for lesson plans;
 - d) The layout of the facilities of the assigned school building(s);
 - e) The nature of the Resident Educator Program which will be provided; and
 - f) Additional information a Resident Educator may need to be adequately prepared for a specific assignment.

2. Each Resident Educator shall be provided with the following:
 - a) Assistance in acquiring knowledge of the school curriculum, responsibilities for implementing that curriculum, and the instructional resources available for such implementation;
 - b) Assistance with the management tasks identified as especially difficult for beginning teachers;
 - c) Assistance in the improvement of instructional skills and classroom management; and
 - d) The opportunity to consult/observe other teachers both within and outside of the District.
3. The Resident Educator shall be provided release time not to exceed two (2) days per year for the purpose of observing classes, meetings with his/her Mentor, attending recommended workshops, assessment preparation, etc. The days may be used in quarter (1/4) day increments and shall be approved by the Building Principal/Superintendent.
4. The Resident Educator is not required to complete an IPDP or to utilize the LPDC process.

G. Protections

1. Other than a notation to the effect that a teacher served as a Mentor Teacher, the teacher's activities as a Mentor Teacher shall not be part of that staff member's evaluation.
2. No Resident Educator shall be required to remain in a resident educator program after advancing to a professional educator license.
3. In the event that the District does not comply with the Resident Educator Program the bargaining unit member who is participating in the program shall not be disciplined and/or adversely affected due to the action(s) and/or inaction(s) of the District.
4. Mentor Teachers shall not participate in the evaluation of any Resident Educator.
5. Mentor Teacher shall not be requested or directed to make any recommendation regarding the continued employment of the teacher.
6. No Mentor Teacher shall be requested or directed to divulge information from the written documentation, or confidential Mentor/Mentee discussions.

7. All interaction, written or oral, between the Mentor Teacher and the Resident Educator shall be regarded with the same confidentiality as that represented by the attorney/client relationship. Any violation of this tenet by the Consulting Teacher shall constitute grounds for immediate removal from his/her role as Mentor Teacher.
8. At any time, either the Mentor Teacher or the Resident Educator may exercise the option to have a new Mentor assigned. The Mentor and the Resident Educator must operate in a trusting and comfortable relationship; therefore, no specifics shall be given as to the exercise of the option and no prejudice or evaluation is to be given such change.
9. Mentor Teachers, and Resident Educators shall keep confidential all discussions, actions, materials and other information to the extent permitted by law.
10. Mentor Teachers shall communicate directly with the Resident Educators and shall not discuss/report the performance and progress of the Resident Educator with any administrator, assessor, or other teacher.
11. No Mentor Teacher shall participate in any informal or formal evaluation of a Resident Educator, nor make, nor be requested or directed to make any recommendation regarding the continued employment of a Resident Educator.
12. The regular evaluation of the Mentor Teacher shall not be affected in any aspect by the Resident Educator Program or its demands.
13. Resident Educators shall be provided all due process provisions allowed by the master agreement and ORC.
14. Resident Educators will be placed on the on the appropriate step and column of the negotiated salary schedule.

H. Program Review/Revisions

1. Mentor Teachers and Resident Educators will submit in the form of a written report their assessments and recommendations of the program to the Association and the Superintendent not later than June 1.
2. The Association President and the Superintendent will meet to discuss the recommendations prior to the next school year.
3. Mentor Teachers - In addition to meeting for program evaluation purposes, Mentor Teachers may meet on a periodic basis for coordination purposes.

I. Records

The Superintendent shall determine to what extent to keep and retain records, to the extent permitted by law.

CENTER FOR THE TEACHING PROFESSION

M. Master Teacher Program Requirements at a Glance

District Responsibilities:

- Establish a local committee
- Verify eligibility for candidates
- Communication
- EMIS report

Local Committee Responsibilities:

- Establish submitting, formatting and assembling requirements
- Establish district timeline
- Determine local procedures for review of applications and designation using state-designed forms
- Provide information about program to teacher candidates
- Score applications using rubric
- Communicate with district and teacher candidates
- Maintain records
- Submit EMIS forms to EMIS coordinator

Teacher Responsibilities:

- National Board Certified Teachers – submit page one of application
- All others: Eligibility Requirements
 - Professional Teaching License/ Certificate
 - Taught seven years
 - Work a minimum of 120 days
 - Work under a teaching contract
- Complete application, checklist, narrative and submit supporting evidence
- Acquire two recommendation forms

The Master Teacher Program, forms, training information and contact information can be found at:

<http://esb.ode.state.oh.us/> or

www.ode.state.oh.us , search keywords: *Master Teacher*

Master Teacher Program Overview

Ohio Senate Bill 2 directed the Educator Standards Board (ESB) to define a *master teacher* in a manner that can be used uniformly by all districts and to adopt criteria to use in determining whether a person is a master teacher.

Under SB 2, school districts must report the number of master teachers they employ into the education management information system (EMIS) beginning in fall 2008. The Ohio Department of Education is required to include the number of master teachers employed by each district on the district's and building's local report cards.

The Master Teacher Program is a way to recognize and honor teachers who go above and beyond district expectations. It creates a resource of teacher leaders to advance the profession and encourages high quality teachers to remain in the classroom.

For Master Teacher designation, the processes and procedures outlined below must be followed and the specified forms used.

[A – Master Teacher Definition and Criteria \(PDF\)](#)

[B – Master Teacher Processes and Procedures \(PDF\)](#)

[C – Master Teacher Application \(PDF\)](#)

[D – Master Teacher Scoring Guide \(PDF\)](#)

[E – Master Teacher Designation \(PDF\)](#)

[F – Master Teacher Candidate's Score Report \(PDF\)](#)

[G – Master Teacher Recommendation Form \(PDF\)](#)

[H – Candidate's Checklist for Submission of Materials \(PDF\)](#)

[I – EMIS Reporting Form \(PDF\)](#)

[J – Master Teacher Writing/Evidence Guidelines \(PDF\)](#)

[K – Master Teacher Examples of Evidence \(PDF\)](#)

[L – One-Page Version of Ohio Standards for the Teaching Profession \(PDF\)](#)

[M – Master Teacher At a Glance \(PDF\) \(program requirements\)](#)

Memorandum of Understanding
Between
Triway Education Association
And the
Triway Local Board of Education

December 12, 2011

Evaluation Committee

WHEREAS The Triway Education Association (Association) and the Triway Local Board of Education (Board) recognize the importance of evaluating teachers for the purposes, improving the quality of instruction students receive, improving student learning, strengthening professional proficiency including identifying and correcting deficiencies and

WHEREAS Ohio Revised Code 3319.112 requires a standards based state framework for the evaluation of teachers and

WHEREAS Ohio Revised Code 3319.112

- (1) Provides for multiple evaluation factors, including student academic growth which shall account for fifty per cent of each evaluation;
- (2) Is aligned with the standards for teachers adopted under section 3319.61 of the Revised Code;
- (3) Requires observation of the teacher being evaluated, including at least two formal observations by the evaluator of at least thirty minutes each and classroom walkthroughs;
- (4) Assigns a rating on each evaluation in accordance with division (B) of this section;
- (5) Requires each teacher to be provided with a written report of the results of the teacher's evaluation;
- (6) Identifies measures of student academic growth for grade levels and subjects for which the value-added progress dimension prescribed by section 3302.021 of the Revised Code does not apply;
- (7) Implements a classroom-level, value-added program developed by a nonprofit organization described in division (B) of section 3302.021 of the Revised Code;
- (8) Provides for professional development to accelerate and continue teacher growth and provide support to poorly performing teachers;
- (9) Provides for the allocation of financial resources to support professional development. AND

WHEREAS Article 21 Evaluation Guidelines are not in compliance with 3319.112

The Association and The Board agree to a joint Evaluation Development Committee for the purpose of creating the Evaluation Framework for the Triway Local Schools.

- a. The Committee shall be comprised of, four (4) Association members appointed by the Association president and, four (4) members appointed by the Board or its designee. In addition each party may appoint up to one (1) consultant to assist and/or attend committee meetings. The committee shall be chaired jointly by a committee member from the Association and a committee member from the Board.
- b. Members of the committee will receive training in the state adopted Evaluation Framework model prior to beginning their work.
- c. By June 15, 2012 The Committee shall recommend an evaluation policy and procedure model to the Board and the Association
- d. The Board will pilot the model in selected grade areas and for a selected time frame for school year 2012-2013.
- e. Evaluations conducted as a result of the pilot will not be used for employment related decisions.
- f. The Committee will review the results of the pilot, make recommendations for continuation of pilot and/or make final recommendations to the Association and The Board by April 15, 2013
- g. The Association and The Board will bargain the effects of the new evaluation procedure prior to the ORC required July 1, 2013 adoption date.
- h. The Board and the Association shall produce contractual language for ratification by the parties. Once ratified by both parties the language shall be incorporated into the Master Agreement and will go into effect for the start of the 2013-2014 school year.

This Agreement represents the entire Agreement by the parties and any other claimed verbal or informal understandings are null and void and shall have no effect on the written terms contained in this Agreement.

This Agreement is binding contractual commitment. The parties acknowledge and agree that this Agreement is subject to the grievance process.

Melissa Schneider
Melissa Schneider, TEA President

12/12/11
Date

Dave Rice
Dave Rice., Superintendent

12-12-11
Date

Between
Triway Education Association
And the
Triway Local Board of Education

December 12, 2011

Reduction in Force

The Association and The Board agree, that Article 20 Reduction in Force, as delineated in the 2011 – 2012 Master Agreement between the parties, will be in used to determine reductions of staff until such time as the Evaluation Policy and Procedure required under Ohio Revised Code 3319.112 for the evaluation of teachers in Triway Local Schools is adopted, functioning and in effect.

This Agreement represents the entire Agreement by the parties and any other claimed verbal or informal understandings are null and void and shall have no effect on the written terms contained in this Agreement.

This Agreement is binding contractual commitment. The parties acknowledge and agree that this Agreement is subject to the grievance process.



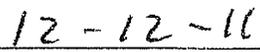
Melissa Schneider, TEA President



Date



Dave Rice., Superintendent



Date

