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AGREEMENT BETWEEN

TOLLES CAREER & TECHNICAL CENTER
BOARD OF EDUCATION



AND

TOLLES EDUCATION ASSOCIATION



July 1, 2013 – June 30, 2016

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ARTICLE I

RECOGNITION

The Tolles Career & Technical Center Board of Education, hereinafter referred to as the “Board” recognizes the Tolles Education Association and its affiliates the Ohio Education Association (OEA) and the National Education Association (NEA), hereinafter referred to as the “Association” as the sole and exclusive representative of the bargaining unit described in the State Employment Relations Board’s certification of the Association as exclusive representative, dated March 16, 1989 excluding all full-time adult education employees.

Included: All non-management, non-Supervisory professional employees as defined in O.R.C. Section 4117.01, including instructors who teach academic and career-technical classes or programs, and all non-management, non-Supervisory professional employees as defined in O.R.C. Section 4117.01, who perform work in the following areas: GRADS, Counselors, Librarian, Career Assessment, Recruiters, Learning Resource Center, Alternative Classroom Placement, School Nurse, as well as all teacher certificated positions.

Excluded: All non-certificated employees, the Superintendent, Treasurer, Cafeteria Manager, Directors, Supervisors, management level, Supervisory and/or confidential employees as provided in O.R.C. Section 4117.01, all adult education instructors, part-time summer school instructors, and substitute instructors.

ARTICLE II

NEGOTIATIONS PROCEDURE

1. STATUTORY PROCEDURE

Negotiations between the Board and Association shall be conducted in accordance with Chapter 4117 of the Ohio Revised Code except as specified in Section 2 and 3 below.

2. ADDITIONAL PROCEDURES

- A. The Board and Association shall be represented at all negotiations by a team of negotiators not to exceed five members each. In addition, each party may have no more than two observers.
- B. Each party’s complete initial proposals shall be presented at the initial bargaining session. No new items shall be submitted after the initial bargaining session.
- C. The bargaining teams may establish other procedures deemed necessary for the conduct of negotiations.

3. MUTUALLY AGREED DISPUTE RESOLUTION PROCEDURE

- A. Pursuant to Section 4117.14(C)(1) and 4117.14(E) of the Ohio Revised Code, the parties have established this mutually agreed upon Negotiations and Dispute Resolution Procedure which supersedes the procedures listed in Section 4117.14(C)(2)-(6) and any other procedure to the contrary.
- B. In the event agreement is not reached 30 days prior to the expiration of the Collective Bargaining Agreement, the Board and the Association shall meet in an attempt to agree on a mediator. If agreement is not reached in three calendar days, then the Association and the Board of Education shall jointly request the services of a mediator from the Federal Mediation and Conciliation Service (FMCS) or other mediation service mutually agreed upon by both parties.
- C. The mediator shall meet with the parties or their representatives either jointly or separately, and shall take such steps as he/she may deem appropriate to persuade the parties to resolve their differences and to affect a mutually acceptable agreement. The mediator shall not, without the consent of both parties, recommend terms of settlement.
- D. The mediator is without power to extend the period of mediation beyond the expiration date of the Contract without the express consent of the parties.
- E. Nothing herein shall be construed as a waiver of the Association's rights provided in Section 4117.14(D)(2) of the Ohio Revised Code.

ARTICLE III

RIGHTS

1. BOARD RIGHTS

The Board retains all rights to manage, direct and control its business and to make any and all rules, regulations, and policies necessary to maintain the orderly and efficient operation of schools, except as limited by the specific written terms of the Collective Bargaining Agreement.

Specifically, the administration and the Board of Education retain the following management rights given them by the Ohio Revised Code, Section 4117.08.

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate, or hire employees;

- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the employer as a unit of government;
- H. Effectively manage the work force;
- I. Take action to carry out the mission of the public employer as a governmental unit.

The Board and administration shall not be required to bargain over any management decision, but shall bargain about the effects of any such decision causing a change in wages, hours, or the terms and conditions of employment.

2. EMPLOYEE RIGHTS

All members of the bargaining unit as described herein are entitled to all rights, benefits, and privileges of this Contract unless otherwise specified.

- A. Any formal written disciplinary action against a bargaining unit member shall be for just cause. All disciplinary action against a bargaining unit member shall be conducted in private and with his/her representative of choice.
- B. The provisions of this agreement shall be applied uniformly to all bargaining unit members and neither the Board nor the Association shall discriminate against bargaining unit members in accordance with United States Revised Code 4112.01, 4112.02.

3. RIGHTS OF THE ASSOCIATION

- A. The Association shall be granted the following rights and privileges:
 - 1. Association representatives shall have the right to schedule the use of school buildings to conduct meetings provided that such use does not interfere with or interrupt normal instructional programs, building maintenance, or previously scheduled activities. The Association shall submit a building utilization permit. Such use must be approved in

advance by the appropriate administrator and shall not normally extend beyond 3:15 p.m. to 5:30 p.m.

2. Association representatives who are Bargaining Unit Members shall have the right to use school equipment for Association business normally used by members of the bargaining unit in the course of their employment provided that such use does not interfere with or interrupt normal instructional programs of the School District, maintenance, health and safety conditions, or previously scheduled usage. Equipment will not be available during time period precluded by maintenance agreements.
 3. The cost of any school supplies used by the Association shall be reimbursed to the Board.
- B. The Board shall provide the Association with bulletin board space in one location by the South door in the faculty work area. The representatives of the Association shall have the right to post notices of its activities and matters of concern on such bulletin board space.
 - C. The Association representatives who are Bargaining Unit Members shall have the right to use the School District's faculty mailboxes in transmitting materials. The author of any materials distributed shall be identified.
 - D. With as much advance notice as possible, the Association President or his/her designee shall be notified of the time, date and place of all Board meetings and shall receive a copy of the agenda for each Board meeting with or as soon as possible after such notification.
 - E. Normally Employee Management Committee meetings will be scheduled so as to give the Association an opportunity to discuss Board agenda items in advance of the monthly Board meeting.
 - F. The Association President shall be given an opportunity to speak during the orientation meeting(s) for new teachers and no longer than 15 minutes at the end of the general meeting at the beginning of the school year.
 - G. Upon five days written notification to the Superintendent of names of unit member involved and the dates of leave required, a total of up to two days of leave with pay shall be granted per school year for one Bargaining Unit Member to attend OEA and/or NEA Representative Assemblies or to attend to other Union business. The Association President, or the President's designee, shall be scheduled for two planning periods daily. This planning time shall be not less than 400 minutes per week. One of the planning periods shall be either the first or the last period of the school day. If a planning period is scheduled for the first period, the designated individual may be away from Tolles until the beginning of second period; if a planning period is scheduled for last period, he/she may leave Tolles at the beginning of the last period of the day. If a Career Technical

instructor serves as the Association President, his/her regular planning period shall be scheduled for the last period. He/she may leave Tolles during this last period. A Career Technical Association President shall not be scheduled for before and after school duties. The Association President shall provide the Superintendent with written notice of the representative by June 1 of each school year.

H. Employer/Employee Business During the Work Day

1. Grievance hearings shall normally be scheduled outside of the workday. If parties agree to hold hearings during the workday, unit members who are required to attend grievance hearings during working hours shall suffer no loss of pay or other emoluments of employment as provided by law or this Contract.
2. Meetings between the Association and Board shall normally be scheduled outside of the workday. If both the representatives of the Board and the representatives of the Association agree to meet during working hours, the representatives shall suffer no loss of pay or other emoluments as provided by law or this Contract.

I. Bargaining unit members may authorize the Board to make payroll deductions for membership dues, initiation fees, and assessments of the Association as follows:

1. Any authorization or revocation must be made in writing and in duplicate and shall be signed by the unit member. It must be submitted to the Board's Treasurer and to the President of the Association; and such submission must occur no earlier than September 15 and no later than October 15 of each year.

Unless revoked or changed in keeping with procedures contained herein, an authorization will continue from year to year. In the event a refund is due a unit member, it shall be the responsibility of the Association to make such a refund.

2. Except as provided for below, authorized payroll deductions will be made in equal installments from every other paycheck beginning with the second pay in November.
3. If unit member's employment ends, or if he/she goes on an unpaid status before all deductions have been made, the unpaid balance will be deducted from his/her final payroll check.
4. Following the completion of deductions from each payroll, the Board's Treasurer shall remit the amount which was deducted to the Association Treasurer at his/her home address in check form made payable to "The Tolles Education Association."

5. The Association shall provide the Board's Treasurer a list of those unit members who authorized payroll deduction, the amount to be deducted for each unit member, and any new authorization forms received by the Association. This shall be done no later than October 20 each year.
 6. Notwithstanding paragraph 1 above, employees hired after the first day of the work year shall have ten workdays from their first day of service to authorize payroll deduction of Association dues. The Treasurer of the Board shall begin the deduction no later than the second payroll after he/she received the new authorization. The total amount to be deducted shall be divided equally over the remaining pays.
 7. Upon request of the Association, the Board Treasurer shall automatically deposit, by electronic transfer of funds, Association dues withheld from Association members' pay, to the Association's checking account. The Board's Treasurer shall provide the Association Treasurer with a record of these electronic transactions. This Section shall be implemented within 90 days after it becomes possible based upon software capability.
- J. The administration will provide the Association with a proposed tentative Master Schedule no later than July 1 each year. The administration will revise the proposed tentative schedule as necessary based on student enrollment, scheduling needs and other factors. All revisions will be consistent with this Negotiated Agreement.
- K. At the start of each Board meeting, the Superintendent shall make available duplicate copies of each proposed resolution upon which it is anticipated that the Board will take action.

ARTICLE IV

GRIEVANCE PROCEDURE

1. PURPOSE

The purpose of this procedure is to resolve the grievance at the lowest possible level. Both parties agree that grievances will be processed as expeditiously as possible.

2. DEFINITIONS

- A. "Grievance" shall mean a claim by an employee(s) that there has been a violation, misinterpretation, or misapplication of the language in this Contract. The employee(s) making the claim shall sign the grievance.
- B. "Grievant" shall mean employee(s) initiating a grievance who claim(s) to be adversely affected by some action of the Board or its administration.

- C. "Immediate Supervisor," for purposes of the grievance procedure, shall mean the lowest level administrator having the authority to resolve the grievance.
- D. "Days" shall mean actual work days; except that from June 1 through August 31 of each year, "days" shall mean week days, exclusive of Saturdays, Sundays, and state or federal holidays.

3. RIGHTS OF THE GRIEVANT AND THE ASSOCIATION

- A. The grievant has the right to Association representation at all formal meetings and hearings involving the grievance.
- B. The Association has the right to be present for the adjustment of any and all grievances.
- C. Grievance forms shall be exhibited in the Appendix of this Contract.
- D. The Association shall have the exclusive right to determine whether to proceed to the arbitration step of the procedure.
- E. The Association shall receive copies of all communications in the processing of grievances.

4. TIME LIMITS

- A. The number of days indicated at each step in the procedure shall be maximum and may be extended only by written mutual agreement of the parties.
- B. A grievance shall be filed within 15 days of the act or occurrence of the act on which the grievance is based.
- C. Failure of the grievant to comply with timelines shall be cause for the grievance to be dismissed.
- D. Failure of the employer to comply with the timelines shall entitle the grievant to appeal to the next step.

5. GRIEVANCE PROCEDURE

A. Informal Step

An employee(s) shall first discuss a grievance with the employee's immediate Supervisor. The employee(s) shall schedule a meeting with the immediate Supervisor to discuss the problem and shall inform the Supervisor the matter will become the subject of a written grievance if not resolved.

B. Step One:

1. If the employee(s) is(are) not satisfied with the informal attempt to resolve the grievance, the grievant(s) shall submit the grievance in writing on the appropriate grievance form to the immediate Supervisor/Directors within five days of the meeting at the informal step. The written grievance shall state the name(s) of the grievant(s), the act(s) on which the grievance is based, the date(s) of the act(s) on which the grievance is based, the date(s) of the act(s) the specific section(s) of the Contract violated and the specific relief sought. The immediate Supervisor/Directors shall schedule the hearing with the employee(s) within ten days after receipt of the written grievance.
2. Within ten days of the conclusion of the hearing, the immediate Supervisor/Directors shall forward his/her written response to the grievant(s).

C. Step Two:

1. If the grievant(s) is(are) not satisfied with the immediate Supervisor/Directors's response, the grievant(s) may appeal to the Superintendent by filing a written appeal of the grievance within ten days of the grievant(s)' receipt of the immediate Supervisor/Directors's response.
2. Within ten days of his/her receipt of the form, the Superintendent or his/her designee shall arrange and conduct a hearing in the same manner and for the same purpose as set forth in Step One.
3. Within ten days after the hearing, the Superintendent or his/her designee shall provide a written response to the grievant(s).

D. Step Three:

1. If the grievant(s) is(are) not satisfied with the Superintendent's response, the grievant(s) may appeal to the Board within ten days of receipt of the Step Two response.
2. At its next regular meeting, the Board shall hold a hearing on the grievance. Within ten days after the hearing by the Board, the President of the Board shall provide a written response to the grievant.

E. Step Four:

If the grievant(s) is(are) not satisfied with the disposition in Step Three, he/she(they) may request to the Association that the grievance be submitted to arbitration within ten days after receipt of the disposition at Step Three. The

grievant's request for arbitration shall be by certified mail, with return receipt requested, to the Association and to the Superintendent. If the Association agrees to submit the matter to arbitration, the Superintendent or his designated representative and the Association shall mutually petition the American Arbitration Association (AAA) to provide both parties with a list of seven names. A second list of seven names may be requested by either party before the parties begin selecting an arbitrator by the "alternate strike method." An arbitrator shall be selected from the first or second list by the "alternate strike method." Each party shall have three strikes. A toss of a coin shall determine who strikes first.

Once the arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the rules and regulations of the AAA.

The arbitrator shall hold the necessary hearing promptly and issue the decision within such times required by the AAA rules or as may be agreed upon. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding on the Board, the Association, and the grievant. Binding arbitration shall be the sole and exclusive remedy for an alleged violation of this Agreement. The Association, Association representative or individual Bargaining Unit Members may not file any unfair labor practice charge or any other action to enforce the rights provided by this Agreement. Nothing herein shall be construed as waiving a Bargaining Unit Member's right to seek redress from a court, SERB, or any other agency for an independent right not secured by this Agreement.

The arbitrator shall not have the authority to add to, subtract from, or modify any of the provisions of this collective bargaining contract, nor to add to, or detract from, or modify the language herein, arriving at his/her decision concerning an issue presented that is proper within the limitations expressed herein. The arbitrator shall not have the authority to rule contrary to the law of the State of Ohio. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not submitted to him/her. He/she shall not limit or interfere with the powers, duties, and responsibilities of the Board or administration under Article III, Section 1 of this Agreement, any other provision of this Agreement reserving powers and duties to the Board or administration or any applicable law or regulation having the force and effect of law.

No grievance shall be arbitrated together with any other grievance except by mutual consent of the parties.

The cost of arbitration shall be shared by the parties, except that each party shall bear the cost of its own representative(s).

6. MISCELLANEOUS

- A. All communications regarding grievances shall be reduced to writing and hand-delivered or mailed by certified mail, return receipt requested. The employer shall provide the Association with copies of all communications.
- B. Constructive receipt by the Board shall be construed to be the delivery date to the immediate Supervisor's office.
- C. Constructive receipt by the Association shall be construed to be the delivery date to the designated office of the Association.
- D. No reprisals or recriminations shall be taken against any employee who files or takes part in a grievance.
- E. A grievance may be withdrawn by the grievant at any time but may not be refiled.

ARTICLE V
LEAVES OF ABSENCE

PAID LEAVES OF ABSENCE

1. GENERAL PROCEDURES

- A. An employee who must be absent under any of the provisions in this Article shall contact his or her immediate Supervisor at the earliest possible time as specified by building procedures.
- B. Violation of any of the provisions of this Article shall be grounds for disciplinary action.

2. SICK LEAVE

- A. Each full-time Bargaining Unit Member shall be entitled to sick leave of one and one-fourth (1¼) work days, with pay, for each month of service for a total of 15 days per year.
- B. Regularly scheduled part-time Bargaining Unit Members shall be entitled to sick leave benefits prorated based upon the fractional time employed.
- C. Any Bargaining Unit Member who is absent from duty, under provisions of this Section for one-fourth (1/4) day or less, shall be charged one-fourth (1/4) day of accumulated sick leave for each such absence. Any Bargaining Unit Member who is absent from duty, under provisions of this Section for greater than one-fourth (1/4) day but equal to or less than one-half (1/2) day shall be charged one-half (1/2) day of accumulated sick leave for each such absence. Any Bargaining Unit Member who is absent from duty, under the provisions of this Section for greater than one-half (1/2) day but equal to or less than three-fourths (3/4) day shall be

charged three-fourths (3/4) day. A Bargaining Unit Member who is absent more than three-fourths (3/4) day of any work day shall be charged one (1) day of accumulated sick leave. The same increments of work days apply for approved personal leave.

D. Unused sick leave shall be cumulative to a total not to exceed:

2013-14 = 335 Days

2014-15 = 335 Days

2015-16 = 335 Days

E. A Bargaining Unit Member who has accumulated unused days of sick leave in another Ohio public school district shall present a properly certified record of these days within 90 days of employment in this school system. The unused days shall be credited to the Bargaining Unit Member's accumulated sick leave record, up to a maximum of 210 days.

F. Sick leave must be approved for payment by the Superintendent or his/her designated representative.

G. Bargaining unit members who have accumulated sick leave to their credit may use accumulated sick leave in the following instances:

1. Personal illness, injury, illness due to pregnancy or exposure to contagious disease which could be communicated to students or other Board employees, and for absence due to illness, injury, or death in the unit member's immediate family.

2. The immediate family shall be defined as and shall include husband, wife, son, daughter, father, mother, brother, sister, grandparents, step-mother, step-father, other dependent living in the home of the employee, or any significant other who is living in the same household, as privately documented by affidavit and filed with the Superintendent and Treasurer and maintained in a file separate from the personnel file.

3. Immediate family, as defined in G.2., in the case of death, also includes son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, or grandchild limited to three days' use of sick leave per occurrence.

H. A Bargaining Unit Member who is legitimately absent from work and who does not have the necessary sick leave accumulated shall lose all pay and allowances for the period of absence in the same proportion as listed in Section C, except a Bargaining Unit Member shall be permitted to borrow five days of sick leave against his/her anticipated yearly accumulated sick leave.

Failure to earn back the borrowed days of sick leave shall result in full loss of pay for each day of absence over the total earned sick leave.

I. Procedures

1. Immediately upon return from sick leave, the employee shall complete and sign the Board-prescribed form to justify the use of sick leave.
2. After the fifth consecutive day of sick leave, the Superintendent may require any employee to submit a physician's certificate to substantiate the need for sick leave.
3. An employee may be required to obtain a medical examination at Board expense.

J. Personal/sick leave incentive stipend

1. Any Bargaining Unit Member who uses zero days of sick leave or personal leave during a semester will receive a \$300 stipend; any Bargaining Unit Member who uses one day of sick leave or personal leave will receive a \$200 stipend; and any Bargaining Unit Member who uses two days of sick leave or personal leave will receive a \$100 stipend. Any fraction of a day shall be rounded up.

3. PERSONAL LEAVE

A. Each Bargaining Unit Member may receive up to three days of noncumulative personal leave with pay each year. Personal leave shall be for the purpose of attending to those important personal matters specified below which cannot be conducted at times other than regular school hours and shall not be used for seeking or engaging in gainful employment, vacation, leisure, shopping, accompanying a spouse on a business trip, recreation or any other similar purpose. Personal leave may be taken for the following reasons:

1. Accidents in the immediate family or affecting family property.
2. Court appearances as litigant or witness where the Board or administration is not an adverse party.
3. Legal, financial personal business (obligations or emergency) over which the employee has no control and requires immediate attention.
4. Observance of bona fide religious holidays of an established religion.

5. Attendance at graduation exercises beyond high school involving an employee or a member of his immediate family, as defined in Article V, Section 2, G. 2.
 6. Attending a wedding involving the employee or a member of his/her immediate family, as defined in Article V, Section 2, G.2.
 7. Funeral of relative or close friend (other than immediate family).
- B. Except for emergencies, each Bargaining Unit Member shall request personal leave on the form prescribed by the Board fully specifying the reason for the request at least three working days prior to the absence. Each request must be submitted through the appropriate Supervisor to the Superintendent, who shall approve or disapprove the request. Two of the three days may be taken for any reason and the restrictions in paragraph A shall not apply.
- C. Any Bargaining Unit Member who is absent from duty, under provisions of this Section for one-fourth (1/4) day or less, shall be charged one-fourth (1/4) day of personal leave for each such absence. Any Bargaining Unit Member who is absent from duty, under provisions of this Section for greater than one-fourth (1/4) day but equal to or less than one-half (1/2) day shall be charged one-half (1/2) day of personal leave for each such absence. Any Bargaining Unit Member who is absent from duty, under the provisions of this Section for greater than one-half (1/2) day but equal to or less than three-fourths (3/4) day shall be charged three-fourths (3/4) day. A Bargaining Unit Member who is absent more than three-fourths (3/4) day of any work day shall be charged one (1) day of personal leave.
- D. Personal leave cannot be accumulated, but expires on June 30 of each year if it is not used.
- E. Personal leave may not be taken in the workday or contiguous work days before or after a holiday or vacation period or the last three weeks of the work year, except in unusual circumstances approved in advance by the Superintendent upon submission of the specific reasons therefor.

4. PROFESSIONAL LEAVE

- A. Upon the written approval of the Superintendent, Bargaining Unit Members may be granted paid professional leave to attend meetings, conferences, or related activities that can enhance the unit member's professional abilities and/or benefit the District. Request for such leave shall be made in advance and submitted in writing to the Superintendent. Request for such leave shall be made at least five days in advance. The unit member shall indicate in the request those expenses for which he/she wishes to be reimbursed.

An employee whose leave has been approved shall, upon his or her return, submit a written request for reimbursement of necessary and actual expenses. Requests for reimbursement shall be accompanied by receipts. Reimbursement shall be made in accordance with the following:

Transportation by common carrier	Actual cost of ticket.
Meals	A reasonable cost not to exceed \$50.00 per day, actual cost shown on receipt. No reimbursement will be made for meals unless overnight stay is normally involved for Tolles employees attending a multiple day conference/meeting or the cost of said meals are included in the registration fee. Reimbursed meals shall include only those that need to be eaten "on the road" because of the travel.
Lodging	Actual cost as shown on receipt.
Registration	Actual cost as shown on receipt.
Mileage	IRS approved rate or \$0.60 (sixty cents) per mile, whichever is less, calculated from Tolles Career & Technical Center to destination and return.
Parking	Actual fees as shown on receipt.
Miscellaneous	Actual cost of local transportation, parking, telephone, etc., as shown on receipts.

- B. The Superintendent will assign a substitute teacher to cover the classes of unit members who have received approval for professional leave.
- C. Other requests for paid leave shall be judged on the merits of the request. The Superintendent may approve such professional leave without pay.
- D. An employee whose leave has been approved shall, upon his or her return and within 60 (sixty) days, submit a written request for reimbursement of necessary and actual expenses. Requests for reimbursement shall be accompanied by receipts. Reimbursement shall be made up to the limits established by the Board.

5. ASSAULT LEAVE

- A. A Bargaining Unit Member who is absent due to physical disability resulting from an unprovoked physical attack upon the unit member (e.g., an injury resulting from the unit member breaking up a fight between students) occurring on Board premises or while in attendance at an official school function and in the course of said Bargaining Unit Member's employment shall, subject to the specifications below and the approval of the Superintendent, be granted up to maximum of 20 working days of assault leave. During assault leave, the Bargaining Unit Member

shall be maintained on full pay basis, and the leave shall not be charged against sick leave or personal leave. At the expiration of the 20 work days of assault leave, if the unit member is still disabled, the unit member may use his/her accumulated sick leave or apply for workers' compensation, if eligible, for the period of physical disability.

- B. A Bargaining Unit Member requesting assault leave will complete and submit to the Superintendent an Assault Leave Request Form provided by the Board, which includes the following:
 - 1. Date and time of occurrence.
 - 2. Identification of the individual(s) causing the assault (if known).
 - 3. Facts and circumstances surrounding the assault.
 - 4. A certificate from a licensed physician describing the nature of the injury sustained necessitating absence. The Board may also require the Bargaining Unit Member to be examined by its physician at its expense.
 - 5. A statement indicating a willingness to participate and cooperate with the Board if the Board decides to pursue legal action against the assailant(s).
 - 6. Signature of the assaulted Bargaining Unit Member.
- C. A Bargaining Unit Member disabled as a result of assault and who has been granted a leave will be returned to the same position held at the time of the incident whenever possible.

6. JURY DUTY AND COMPULSORY COURT APPEARANCE

Bargaining unit members shall be excused from performing their regular duties when summoned for jury duty or subpoenaed to appear in a court of law because of their Board employment. Paid leave will not be granted in any court proceeding where the member appearing is an adverse party or witness to the Board or its administration. When serving on jury duty during a regular school day, the Bargaining Unit Member shall receive his/her regular rate of pay minus any jury duty pay.

7. MILITARY LEAVE

- A. Any employee who is a member of the Ohio organized militia or other reserve components of the armed forces of the United States, including the Ohio National Guard, is entitled to leave of absence from their position without loss of pay for the time they are performing service in the uniformed services, as defined in R.C. 5903.01, for periods of up to one month, for each calendar year in which they are performing service in the uniformed services.

- B. Any such employee who is called or ordered to the uniformed services for longer than a month (22 eight hour work days or 176 hours within the calendar year) for each calendar year in which the employee performed service in the uniformed services, because of an executive order issued by the President of the United States or an act of congress is entitled, during the period designated in the order or act, to a leave of absence and to be paid, during each monthly pay period of that leave of absence, the lesser of:
- the difference between the employee's gross monthly wage and the sum of the employee's gross uniformed pay and allowances received that month;
 - five hundred dollars (\$500).
- C. No employee shall receive benefits under Section 7.B. above if the sum of the employee's gross uniform pay and allowances received in a pay period exceeds the employee's gross wage or salary for that period or if the employee is receiving pay under Section 7.A. above.
- D. Employees entitled to leave pursuant to Section 7.A. above must submit to the Superintendent in timely fashion the published order authorizing the call or order to the uniformed services or a written statement from the appropriate military commander authorizing that service, prior to being credited with such leave. In taking the leave, an employee shall exercise leave date options in the months of June, July and August prior to taking leave during the school year.

UNPAID LEAVES OF ABSENCE

8. GENERAL PROVISIONS

- A. The following conditions shall apply to any leave that is taken under this Article:
1. A Bargaining Unit Member will become responsible for the full premium payment of all insurance programs in force that he/she elects to keep at the first full premium due date following the commencement of the unit member's unpaid leave status.
 2. Time spent on unpaid leaves of absence may not be included in meeting service requirements for future leaves of absence or earned annual increments.
 3. An earlier termination of leave, if requested in writing by the unit member, shall be at the discretion of the Superintendent and in accordance with the needs and interests of the schools.

4. Upon return to duty, the unit member shall resume the contract status he/she held prior to the leave of absence unless the member has been granted a continuing contract while on leave in accordance with applicable law. In addition, the Board may offer a change in the contract from full-time to part-time, part-time to full-time, or part-time to another part-time contract. If the unit member agrees to a change, the contract may be so altered. The Board is under no obligation to offer such a change.

9. CHILD CARE LEAVE

- A. A Bargaining Unit Member who is pregnant may use sick leave or may take an unpaid medical leave due to illness as certified by her attending physician.
- B. A Bargaining Unit Member may request an unpaid child rearing leave subject to the specifications set forth below:
 1. A written request for child rearing leave shall be submitted to the Superintendent when possible at least 60 days before the intended commencement date. The request shall specify the proposed commencement date and proposed duration of the leave.
 2. Child rearing leaves shall be granted for the balance of the school year in which the leave is requested and the next school year if the leave is effective on or after March 1. Child rearing leaves shall expire at the end of a semester or school year. The leave may be extended for a maximum of one additional school year provided a qualified substitute is available upon approval of the Superintendent and Board. Requests for extensions shall be made in writing at least 60 days before the initial child rearing leave is due to expire.
 3. When possible, Bargaining Unit Members shall inform the Superintendent in writing of their intention to return to duty from child rearing leave at least 60 days before the expiration of the leave.

10. UNPAID LEAVE OF ABSENCE

- A. The Board shall grant a Bargaining Unit Member an unpaid leave of absence where illness or disability is the reason for the request pursuant to the specifications and requirements of Section 3319.13 of the Ohio Revised Code.
- B. An employee may request and may be granted an unpaid leave of absence for educational or other compelling reasons subject to the specifications set forth below:
 1. When possible, a written request for the leave shall be submitted to the Superintendent at least 60 days before the intended commencement date.

The request shall specify the reason(s) for the leave, the proposed commencement date and proposed duration.

2. When granted, leaves shall be for a maximum of one school year. Leaves shall expire at the end of a semester or school year. The leave may be extended for a maximum of one additional school year upon approval of the Superintendent and Board. Requests for extensions shall be made at least 60 days before the expiration of the leave.
3. Bargaining unit members shall inform the Superintendent in writing of their intention to return to duty from the leave at least 60 days before the expiration of the leave.
4. The Superintendent may approve five days or less of leave without pay provided there is written request made at least ten days prior to the requested leave.

11. FAMILY AND MEDICAL LEAVE

A teacher may choose to use Child Care Leave (Article V, Section 9) or Family and Medical Leave for care of an adopted or newborn child of the teacher, and may choose to use Unpaid Leave (Article V, Section 10) or Family and Medical Leave in the event of a serious health condition of the teacher, teacher's spouse, teacher's parent, or teacher's minor child. If the teacher uses sick leave, the teacher's sick leave absence shall be in lieu of and counted as part of the 12 weeks of Family and Medical Leave.

ARTICLE VI

JOB SECURITY

1. ISSUANCE OF CONTRACTS

A. Issuance of Limited Contracts

Except as provided in this Agreement, all contracts shall be issued by the Tolles Career & Technical Center Board of Education in accordance with Sections 3319.07 and 3319.08 of the Ohio Revised Code and with Section 3319.11 of the Ohio Revised Code as it existed prior to July 1, 1989, the effective date of H.B. 330.

B. Consideration for Continuing Contract

Portions of ORC effective January 1, 2011 apply to new licensure applicants as of the effective date. Teachers who obtained their initial educator license prior to January 1, 2011 shall attain continuing contract eligibility per the following language.

To be eligible for consideration for a continuing contract, a Bargaining Unit Member must meet the requirements of ORC 3319.11. The Bargaining Unit Member must:

1. Hold an eight year professional or permanent teaching certificate or five year professional license.
2. Hold a Master's degree or have completed 30 semester hours since the issuance of the first provisional certificate or the first professional license.
3. Have been a certificated or licensed teacher, working under a contract issued by Tolles Career & Technical Center, at least three consecutive years of the last five years.

ORC 3319.08 and 3319.11 in regards to eligibility of continuing contract, as they currently read, are attached to the back of this contract for informational purposes only and not as terms of this contract.

A Bargaining Unit Member with at least three consecutive years of service in the District who wishes to be considered for continuing contract shall notify the Superintendent by December 1 of the year his/her limited contract is expiring. The employee shall be evaluated in accordance with the evaluation procedure and may submit whatever supplementary information he/she desires. If the employee has applied for or filed a professional certificate or professional license by April 1, he/she shall be considered for a continuing contract at the April Board meeting. An employee who has not completed these requirements will not be considered for a continuing contract until the following year. The employee shall file a copy of the application for certification or licensure or a certificate or license by April 1. If the Board grants a continuing contract based on an application for a certificate or license which is not issued and on file with the Treasurer by July 1, the continuing contract will be voided and the teacher will be granted a one-year limited contract instead.

2. TERMINATION OF CONTRACTS

The termination of all limited contracts and continuing contracts shall be in accordance with Sections 3319.16 and 3319.161 of the Ohio Revised Code.

3. NONRENEWAL OF CONTRACTS

- A. Limited teaching contracts not subject to the "just cause" provisions of paragraph C may be nonrenewed by a majority vote of the Board in accordance with Section 3319.11 of the Ohio Revised Code.
- B. An employee eligible for continuing contract may be nonrenewed, granted a continuing contract or given a one- or two-year probationary limited contract with

reasons directed at professional improvement. The Superintendent shall give the employee the reasons in writing no later than June 1 of the year his/her contract expires. The Board shall take action on the Superintendent's recommendation and give notice thereof by June 1 as well. If the employee is reemployed after receiving a one- or two-year probationary contract, he or she shall receive a continuing contract. This procedure shall be in lieu of the extended limited contracts provided for in Section 3319.11 of the Ohio Revised Code.

- C. Bargaining unit members who have completed three consecutive limited teaching contracts and who have been reemployed for a fourth limited teaching contract and thereafter will not be nonrenewed without just cause. Nonrenewal of such employees only may be challenged through the grievance and arbitration procedure which shall be the exclusive means for challenging a nonrenewal and shall be in lieu of the procedure in Section 3319.11(G) of the Ohio Revised Code.
- D. This Article shall not apply to supplemental, extended service and substitute contracts. Such contracts shall expire automatically at the conclusion of their terms. Notice of nonrenewal shall not be required for these contracts.
- E. The parties intend that the provisions of this Article will supersede any and all contrary provisions of Ohio law.

4. PROGRAM PHASE OUT DUE TO LOW ENROLLMENT

Career-technical programs shall be continued for the next school year if a minimum of eight students, (with a maximum of 25) are enrolled at the time the October average daily membership is reported.

5. REDUCTION IN FORCE

A. RIF Planning

1. Before determining the contracts of which bargaining unit members, if any, will be suspended under this Article, the number of bargaining unit positions shall first be reduced by not filling positions in the affected fields of licensure where members are separating from employment other than by suspension under the Article, not to preclude Article VI, 4.
2. The Board of Education shall act on all continuing contracts prior to implementation of this procedure.
3. RIF may only occur at the end of a school year and contract suspensions must be effective before the first work day of the next school year. For this section, school year is defined as days teachers are scheduled to be at work, except in extenuating circumstances as agreed upon by the Superintendent and the Association President.

B. Notification of Anticipated RIF

1. Prior to June 1 the Superintendent shall notify the Association President of any RIF to be implemented for the next school year. This shall be the only time RIF shall be implemented. The notification shall include the reason(s) for the RIF; the anticipated position(s) to be reduced or eliminated; the anticipated name(s) of the Bargaining Unit Members to be affected, the anticipated date of Board action to implement the RIF and the effective date of the RIF. The Superintendent shall notify the Bargaining Unit Member to be laid off due to a RIF 14 days in advance with written notification prior to the implementation of the RIF. The association shall be sent a copy of said notification at the same time. The notice shall state the reason for the RIF, the effective date of the suspension, and the date of the Board's action to implement the RIF.
2. Within ten days of receipt of the written notification, 2 representatives of the Association and the Superintendent and Treasurer shall meet to review and discuss the proposed RIF.

C. Implementation Procedure

- i. Suspension of contracts shall be recommended by licensure/certification area and order shall be based on the following order:
 - a. First, affected position(s) vacated as a result of voluntary resignation, retirement, or death will not be filled.
 - b. Second, limited contract teachers shall be reduced first utilizing the following order:
 1. Licensure/Certification, with multiple areas of certification/licensure having priority
 2. Competency as determined by formal evaluation
 3. When evaluations are comparable, seniority in the District shall prevail
 4. For the purpose of determining "comparable final evaluation rating" anyone with an evaluation rating of Accomplished, Skilled or Developing will be considered comparable until the end of the 2014-15 school year. Thereafter, the district's evaluation instrument will determine "comparable final evaluation rating." The Evaluation Committee shall also be reconvened for consultation if the Board plans to review and/or develop changes to the agreed-upon policy.
 5. A teacher must be evaluated for two (2) school years, before s/he can obtain a "comparable final evaluation rating" that would allow her/him any rights over a more senior bargaining member during a RIF situation.
 - c. Third, continuing contract teachers shall be reduced by utilizing the following order:

1. Licensure/Certification, with multiple areas of certification/licensure having priority.
2. Competency as determined by formal evaluation
3. When evaluations are comparable, seniority in the District shall prevail.
4. For the purpose of determining “comparable final evaluation rating,” anyone with an evaluation rating of Accomplished, Skilled, or Developing will be considered comparable until the end of the 2014-15 school year. Thereafter, the district’s evaluation instrument will determine “comparable final evaluation rating.” The Evaluation Committee shall also be reconvened for consultation if the Board plans to review and/or develop changes to the agreed upon policy.

2. Layoff shall occur by suspension of contract.
3. Using the criteria in this provision, the District will establish the order in which members’ contracts are suspended and will recall members in reverse order.
4. Reasons for all RIFs shall not be arbitrary, capricious, or discriminatory.

D. Bumping Rights

1. A Bargaining Unit Member(s) whose contracts are suspended shall have the right to bump the least senior person with a comparable or lower evaluation in an area for which they hold a certificate/license. If the bumping employee has more than one area of certification/licensure, the employee to be displaced will be the employee with the least district seniority in any of the bumping employee’s areas of certification/licensure with a comparable or lower evaluation. The bargaining unit member being bumped may in turn bump another bargaining unit member using the same criteria until all bumping is completed. The actual change in teaching assignments will be accomplished through assignment and/or transfer by the Superintendent.
2. Written notice of intent to exercise bumping rights must be given to the Superintendent or designee in writing, within five (5) days of receipt of the written notice of intent to RIF notification. A copy should be sent to the Association president. Within five (5) days of receipt of written notice of intent to exercise bumping rights, the Superintendent or designee will provide notification in writing to the displaced employee, using the same criteria until all bumping is completed, and send a copy to the Association president. All written notifications will be sent the same day using electronic mail and regular mail.

E. Layoff Rights

An employee on RIFed or layoff status shall have the following rights:

1. The right to continue receipt of group insurance coverage at the employee's expense in accordance with COBRA.
2. Teachers will be given credit for salary placement, upon recall, for teaching performed while on layoff status at institutions for which credit would be given at initial hiring.
3. The right to be notified by e-mail and postal mail of all postings for bargaining unit positions. The bargaining unit member is responsible for notifying the administrative office in writing any changes to e-mail and postal mailing address(es).
4. Recognition of additional certification, license, or entry-level requirements earned or reported while on layoff status for recall purposes, provided such information is filed with the Superintendent prior to recall.
5. The right to priority status on the substitute list upon request.

F. Recall Rights

1. Laid off employees shall be recalled in reverse order of layoff, per Section F above in keeping with contract status and certification/licensure. The association shall be sent a copy of said notification at the same time. The notice shall state the area of licensure/certification needed for the recalled assignment, the assignment, the effective date of contract resumption, and whether the assignment constitutes a full workday or a fraction thereof, which, if so, shall be specified.
2. Any employee shall be considered to have recall rights if the employee is either laid off or is working in a position of lower pay or fewer hours than the position he/she held prior to the reduction in force.
3. The employee shall be notified in writing by certified mail of an offer of recall and given five (5) days from date of receipt to accept such offer and shall be granted a minimum of five (5) days from date of acceptance to report to work.
4. Employees on recall status shall keep the Superintendent informed of their current teaching certificates or licenses, addresses, e-mail addresses, name change and telephone number.
5. Recall eligibility shall expire thirty-six months after the date on which the board took action to place the teacher on layoff.

G. Limitations

1. No new hire shall be employed in a bargaining unit position until all laid off employees who are certified/licensed in the area(s) of the open position(s) have been offered such position(s) in accordance with F and G.
2. No transfer or reassignment shall be made that prevents the recall of a Bargaining Unit Member on recall status. No vacancy shall be posted until all eligible Bargaining Unit Members have been recalled.

H. Seniority

1. Seniority is defined as years of continuous employment as a Bargaining Unit Member with the District. Seniority shall be determined as follows:
 - a. The date of the Board meeting at which the employee was hired; and then by
 - b. The date on which the employee submitted a completed job application; and then by
 - c. Total teaching experience; and finally by
 - d. Toss of a coin.
2. Seniority shall be lost when an employee resigns or leaves the employ of the Board due to nonrenewal or termination of contract.
3. Time spent on inactive pay status (unpaid leave or layoff) shall not contribute to accrual of seniority but shall not constitute a break in seniority.
4. Those persons holding continuing contracts shall have seniority over those holding limited contracts.

6. DUAL ENROLLMENT

The Board in its sole discretion may enter into agreements with other boards of education, educational institutions, or other educational providers for joint cooperative, dual enrollment, or other instructional programs in order to offer programming beyond the current curriculum. However, no bargaining unit member will be suspended or lose their position (reduction in force) as a result of this provision.

ARTICLE VII

TERMS AND CONDITIONS

1. WORK DAY

- A. The workday for Bargaining Unit Members shall be seven hours, inclusive of a 30 minute uninterrupted duty-free lunch period. In addition, Bargaining Unit Members shall perform the following assigned professional duties outside the regular work day; open house, parent-teacher conferences when requested; advisory committee meetings, staff meetings, North Central Evaluations. School-wide parent-teacher conferences, ice cream social and spring orientation shall be scheduled outside of the normal workday and will be compensated by in lieu of hours. Any member who requests not to attend any of the above activities will be required to take appropriate, approved leave unless otherwise excused by the Superintendent.
- B. Each classroom teacher will receive 200 minutes per week for planning, preparation and conferences.
- C. Unless otherwise required by the Ohio Department of Education, all career-technical program instructors have one related class per day; however, combined junior/senior programs shall have separate related classes.
- D. As the schedule permits, Bargaining Unit Members will be assigned times when they will be available to provide remedial assistance to any students experiencing learning problems in any subject area. A Bargaining Unit Member will not be expected to tutor more than seven students in any period.
- E. If a teacher is scheduled to teach an elective and the administration determines insufficient numbers of students have signed up for that elective, that teacher will be assigned other teaching duties.
- F. Faculty meetings will be scheduled by the building Directors or Superintendent for the purpose of discussing school operations and will include a professional development activity. If CEU's are requested, the topic of the selected activity for early release will be approved by the Local Professional Development Committee, the Directors, and the lead person for the identified school improvement model.

All meeting dates will be submitted by the Directors at the May meeting of the Local Professional Development Committee for approval. The meeting dates and times will be added to the building perpetual activities calendar which will be distributed to staff no later than the first day all teachers return to work in August.

The staff meetings will be scheduled to begin at 2:50 p.m. and conclude at 3:30 p.m. All staff members are required to attend the scheduled meetings unless they

have communicated with the Directors, a need to be excused from the meeting and have received permission from the Directors to miss the meeting.

Staff will receive a 15 minute early dismissal, in-lieu of time, on the Friday following the most recent staff meeting. The Directors will determine if those who miss the meeting, with the Directors' approval, will receive the in-lieu of time Friday release.

Directors will schedule meetings as needed. The Directors will designate the meeting place and time, and give expected prior notice.

2. WORK YEAR

- A. The length of the contractual year for Bargaining Unit Members shall be 185 days; provided, however, all Bargaining Unit Members hired after January 1, 1996 shall have a contractual year of 187 days for their first contract.
- B. Bargaining unit members employed with supplemental contracts for extended service directly related to their regular classroom duties (i.e., extended service contracts for guidance counselors, librarians, summer school, etc.) shall work those days as needed to complete these duties in addition to the days outlined above.
- C. Teachers accepting extended duty service will provide an extended service plan that must be approved by the Directors. Approval shall be based upon a pre-approved plan of goals and objectives.
- D. The daily rate of pay shall be determined by dividing the Bargaining Unit Member's regular contract annual salary for 185 days by 185.
- E. The Annual School Calendar adopted by the Board shall not include Central Ohio/NEA Day scheduled by the Central Ohio Teachers Association (COTA) as a scheduled workday for Bargaining Unit Members.
- F. Every effort will be made to minimize the number of first year career-technical and academic teachers assigned to teach entrepreneurship and employability skills, or applied academic classes. If scheduling makes this impossible, the teachers so affected will not be assigned duty time. However, no first or second year teacher shall be assigned more than one of the above additional classes per day.

3. TEXTBOOK SELECTION/EQUIPMENT UPDATE

- A. If District finances permit, all textbooks will be reviewed in a five year cycle for possible purchase and/or replacement.

- B. Such textbook review shall be accomplished by committees comprising members of the bargaining unit and the administration which committees shall be organized and charged by the Superintendent.
- C. Reports and recommendations of the committees shall be forwarded to the Board for its consideration of, and action to, said recommendations.
- D. Advisory committees shall provide input into the evaluation of materials and equipment.

4. PARENTAL COMPLAINT PROCEDURES

- A. When a complaint is made to the Board or any of its members or administrators by a student's parents or any other member of the public concerning a Bargaining Unit Member's conduct or other activities that relate to the Bargaining Unit Member's employment duties, and the concern is thought to be serious enough to become a matter of record, the Bargaining Unit Member shall be informed of the stated concern by the appropriate administrator in a private meeting. The Bargaining Unit Member may have a representative of the Association present. The appropriate administrator and Bargaining Unit Member shall attempt to resolve that party's complaint. Unless the administrator believes a meeting would be counterproductive, he shall attempt to meet with the complaining person and the teacher (if the complainant agrees).
- B. Should the complaining party still not be satisfied and bring the concern to the Board, the Bargaining Unit Member shall be so informed and have the right to provide the Board information concerning the issue and/or address the Board if the Bargaining Unit Member so chooses.
- C. In no case shall such a complaint be grounds for action of reprimand or discipline against a Bargaining Unit Member without the Bargaining Unit Member having prior notice that would allow for the Bargaining Unit Member to attempt to resolve the concern or provide information on the issue in a meeting with the administration.

5. WEATHER EMERGENCY DAYS

When schools are closed on a day-to-day emergency basis because of inclement weather, snow, ice, utility breakdown, etc., Bargaining Unit Members will not be required to report for duty. When the buildings are open, the Bargaining Unit Members may go into their buildings to continue planning and preparation for the reopening of school.

6. MENTOR PROGRAM

- A. Each new Bargaining Unit Member (first year employee) shall be assigned a mentor. The mentor shall assist the new Bargaining Unit Member in general

teaching procedures, techniques, classroom planning and organization, school functions and regulations and other areas of professional growth and development. The Association President in collaboration with the Lead Mentor/Resident Educator Coordinator and appropriate Directors shall submit nominations of three qualified staff members to the Superintendent, after obtaining the candidates' permission. The Superintendent may elect to nominate one of the candidates to the Board of Education for assignment, or ask the Association President and Lead Mentor/Resident Educator Coordinator for additional nominations.

- B. No mentor shall be assigned more than one new Bargaining Unit Member per year. The mentor shall not be involved in any way in the formal evaluation of the new Bargaining Unit Member, but shall confer with the assigned Supervisor on the strengths and weaknesses of the new unit member and his or her overall performance and progress.

In order to be assigned, mentors must possess the following qualifications:

1. At least two years of successful teaching experience at Tolles.
2. A variety of teaching experience.
3. An ability and willingness to help improve another teacher.

- C. Mentors shall attend one or two training seminars held outside the regular workday. The Association President in collaboration with the Lead Mentor/Resident Educator Coordinator and appropriate Directors will draft a list of tasks which mentors are to perform.

- D. Mentor teachers shall certify that they have spent a minimum of 15 hours during the school year in mentor training and working with their assigned new Bargaining Unit Member. The new Bargaining Unit Member may make written application to the Superintendent for up to 15 hours additional mentor service. The mentor teacher, the new Bargaining Unit Member, and the Superintendent or Superintendent's designee, will meet to discuss a plan of action for additional hours requested. Mentor teachers shall be paid for the documented work hours at the hourly rate of \$25.00. The payment shall be in a one-time lump sum at the end of the school year.

- E. If there are teachers who are new to the District, the Lead Mentor will receive two days extended time to work with new teachers and the administration before the regular instructional year for the purpose of training new staff members in the successful use of the teacher handbook, school regulations, and operational procedures.

7. RESIDENT EDUCATOR PROGRAM

Purpose

The Resident Educator Program provides Ohio's newest educators with the coaching, mentoring and guidance that are critical to improving their skills and knowledge *and* increasing student achievement. The Resident Educator Program is administered by the Tolles Career & Technical Center District in compliance with ODE standards, policies, and procedures for licensure of new educators. The Resident Educator program does not replace the employment evaluation as outlined in Article VII, Section 11 of this negotiated agreement and is used exclusively for license determination.

A. Definitions

1. Resident Educator Program

The four (4) year program created by HB 1 is designed to provide newly licensed Ohio educators with quality mentoring and guidance. Successful completion of the residency program is required to advance to a five (5) year professional educator license.

2. Resident Educator Mentor

A Resident Educator Mentor is a teacher trained per Ohio Department of Education standards and assigned to provide professional support to a Resident Educator following the guidelines and protocols of the Resident Educator Program. Training currently includes Instructional Mentoring and Resident Educator-1 Training provided by ODE. Advanced mentor trainings are recommended as well as other ODE and district approved trainings.

3. Resident Educator

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

4. Lead Mentor Teacher/Resident Educator Coordinator

The Lead Mentor/Resident Educator Coordinator is a teacher as appointed by the superintendent who serves as the District's coordinator of the mentor program and the Resident Educator program. The Lead Mentor Teacher/Resident Educator Coordinator oversees the implementation of the Resident Educator program, completes all required reports to ODE including but not limited to registration of Resident Educators, funding requests, midyear reviews, and the Formative Progress Reviews. The Lead Mentor/Resident Educator Coordinator also coordinates and approves all summative assessments prior to submission to ODE for purposes of licensure. The Lead Mentor/Resident Educator Coordinator should

collaborate with designated Director(s) as per the Superintendent's direction. The Lead Mentor/Resident Educator Coordinator should receive at least one class period of release time to complete duties as delineated.

B. Mentors/ Resident Educator

1. Selection of Resident Educator Mentors

- a. The Association President will provide recommendations for the selection and assignment of mentors to the Superintendent after consultation with the Lead Mentor Teacher/Resident Educator Coordinator and appropriate Directors.
- b. Resident Educator Mentors must have Continuing Contract status and a minimum of two (2) consecutive years of teaching experience in the District.
- c. Resident Educator Mentors must be trained through the Ohio Department of Education Instructional Mentoring Program.
- d. Resident Educator Mentors must have demonstrated the ability to work cooperatively and effectively with professional staff members and have extensive knowledge of a variety of classroom management and instruction techniques.
- e. Resident Educator Mentors 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.
- f. Resident Educator Mentors do 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.

C. Restrictions

1. Any or all materials jointly developed by Mentee/Mentor shall not be developed or utilized as a remediation program
2. The Resident Educator is not required to complete an IPDP nor to utilize the LPDC process.

D. Protections

1. Other than a notation to the effect that a teacher served as a Resident Educator Mentor, the teacher's activities as a Mentor Teacher shall not be part of that staff member's evaluation.
2. Resident Educator Mentors shall not participate in the evaluation of any Resident Educator.
3. Resident Educator Mentors shall not be requested or directed to make any recommendation regarding the continued employment of the teacher.

4. No Resident Educator Mentor shall be requested or directed to divulge information from the written documentation, or confidential Mentor/Mentee discussions.
5. All interaction, written or oral, between the Resident Educator Mentor and the Resident Educator shall be regarded as confidential.
6. At any time, either the Resident Educator or the Resident Educator Mentor may exercise the option to have a new Mentor assigned. Their request should be made through the Lead Mentor/Resident Educator Coordinator who will coordinate a reassignment in collaboration with the Superintendent and the Association President.

E. Compensation

1. Resident Educator Mentors who have been assigned Resident Educators shall be paid an hourly rate of \$25 for work completed outside of the regular school day.
2. The payment shall be in a one-time lump sum at the end of the school year.
3. The District will pay all approved training fees required for mentors to receive the mandatory ODE State mentor training.

8. TRANSFERS AND ASSIGNMENTS

A. The Superintendent shall determine when a vacancy exists, whether a vacancy shall be filed and by whom it shall be filled.

B. Posting of Vacancies

If any position is created or becomes vacant and can be filled by a unit member holding proper certification, procedures for notifying staff shall be as follows:

1. Known vacancies for the following work year occurring before July 1 shall be posted for a period of five days in a prominent location in the building.
2. Known vacancies that occur during holidays or summer will be mailed to all unit members who have requested in writing notification of a vacancy in a particular position.
3. Notification of known vacancies shall include the following:
 - a. Position available.
 - b. Certification requirements for the job.
 - c. Deadline for application.

- d. Effective starting date.
- e. Any additional pertinent information.

4. Vacant positions for which no current unit member is properly certified need not be posted.

C. Transfer Request

All requests must be made in writing to the Superintendent. Requests for transfers must be renewed each year.

9. EMPLOYEE-MANAGEMENT COMMITTEE

- A. The purpose of the Employee-Management Committee is to provide a process and a means whereby the employer and the Association can work constructively together for the general welfare and improvement of the School District.
- B. The Superintendent and the Association President, and/or their designees, agree to meet at least monthly, unless otherwise agreed to by the parties.
- C. Whenever possible, the Superintendent and the Association President will identify a tentative agenda for such meetings two days in advance of each meeting.

10. PERSONNEL FILES

- A. This Chapter shall supersede Chapter 1347 of the Ohio Revised Code and any other contrary provisions of law.
- B. An official, personnel file for each unit member will be maintained in the Board office. Social Security numbers and any HIPPA information will be redacted. Administrators and Supervisors may maintain their own personal independent files solely for their own use.
- C. Unit members and/or their authorized representatives shall have access to their personnel files upon reasonable request. At the time of such review the unit member shall be entitled to copies of any materials in his/her file at his/her expense.
- D. Except as may otherwise be required by state law, access to a Bargaining Unit Member's personnel file shall be limited to the Board and/or its counsel, the Superintendent, the Treasurer, and other administrators who directly supervise that Bargaining Unit Member.

- E. Should anyone not outlined in Section 10(D) of this Article seek access to the bargaining unit member's personnel file, under state law, the following criteria shall be met:
1. The Superintendent/designee will inform the teacher within two business days that someone has requested review or a copy of personnel file documents and who the person is, if the identity is known to the administration.
 2. The cost of duplicating any materials in the file shall be borne by the outside individual opening the file.
 3. No outside individual shall have the right to place any information in the bargaining unit member's personnel file.
 4. When a subpoena is served seeking access to a bargaining unit member's personnel file, reasonable effort will be made to notify the bargaining unit member.
- F. A Bargaining Unit Member may attach a written statement of reply to any item that is placed in his/her file. No anonymous material critical of a Bargaining Unit Member of his/her performance shall be placed in a Bargaining Unit Member's file.
- G. A Bargaining Unit Member shall be given a copy of any written evaluation or reprimand. The unit member shall sign to acknowledge receipt. One signed copy will be given to the unit member and one shall be retained in his/her official personnel file. The employee's signature does not necessarily indicate agreement with the contents of the document.
- H. If a unit member disputes the accuracy, relevance, timeliness or completeness of material in his/her file, or compliance with any provision of this Article, he/she may file a written complaint with the Superintendent, who shall conduct an investigation. The complaint shall specify the reasons why the unit member believes the material lacks one or more of these qualities or is in violation of any of these provisions.
1. If the Superintendent affirms the complaint, the material in dispute shall be modified or removed from the unit member's file.
 2. If the Superintendent denies the complaint or fails to respond, the unit member is entitled to assume the status of a grievant following Step Two of the Grievance Procedure.
 3. If, with the Association's concurrence, the unit member elects to submit the dispute to Step Four of the grievance procedure after receiving the Superintendent's decision, the arbitrator may not order material removed

from the Bargaining Unit Member's personnel file unless the Bargaining Unit Member demonstrates that the material is factually inaccurate, irrelevant, untimely or incomplete. No grievance or aspect of any grievance that concerns an administrator's exercise of his/her professional judgment in matters such as evaluation and observation may be taken to Step Four. Moreover, an arbitrator is specifically prohibited from substituting his/her judgment for that of an administrator in matters of professional judgment.

- I. Material in a personnel file may also be removed upon written mutual agreement of the unit member and the administrator who made the entry or the Superintendent.

11. EVALUATION

A. General Provisions for all Evaluations

1. The evaluation procedure established in this agreement conforms to the framework for the evaluation of teachers developed pursuant to section 3319.112 of the Ohio Revised Code. Each completed evaluation will result in the assignment of a teacher performance rating. The teacher effectiveness rating shall be derived from a summative evaluation where fifty (50) percent of the overall evaluation is based on student growth measures and fifty (50) percent of the overall evaluation is based on a teacher's performance rating as provided for in this agreement.
2. One purpose of an evaluation is to assist bargaining unit members toward improved instruction and performance. Another purpose is to provide information in making employment decisions.
3. ODE approved student assessments or other data trends may not be used as a stand-alone measure of student growth and may not be used outside of the overall teacher performance rating to terminate or non-renew a teacher. A bargaining unit member shall not be non-renewed or terminated based on student performance data prior to 3 years collection of student performance data by the bargaining unit member in the same teaching assignment or in a first time teaching assignment or course code.
4. A bargaining unit member's evaluation shall be conducted by the employee's immediate director or another director designated by the Superintendent. In the event of illness of the assigned evaluator, the evaluator shall be another director. In the event an employee performs work under the supervision of more than one director, the Superintendent shall designate one director to complete the evaluation.

5. In the event that a third party evaluator conducts a bargaining unit member's evaluation, the Superintendent shall consult with the Association President prior to the assignment.
6. The bargaining unit member shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the employee's official personnel file. A copy signed by both parties shall be retained by the bargaining unit member. A bargaining unit member's signature does not necessarily indicate agreement but only that he/she has seen the evaluation.
7. The Superintendent or her/his designee shall appoint Academic and Career Tech representatives to the SLO Approval Committee in consultation with the Association President. Bargaining Unit Members will be compensated at the hourly rate of \$25.00 for any SLO Approval Committee Meetings held outside of the work day.

B. Scheduling, Timeline, Evaluator Training, and Procedures for all Evaluations

1. No later than July 1, 2013 the Tolles Board of Education shall adopt a standards-based teacher evaluation policy that conforms to the evaluation of teachers developed under Section 3319.112 of the Ohio Revised Code, and as endorsed by the Tolles Education Association. Scheduling, timelines, evaluator training, and procedures for bargaining unit member evaluations shall align to this adopted policy and are attached to this document.
2. In the event of legislative action by the Ohio General Assembly that impacts in any way on this adopted policy, the Superintendent shall reconvene the Evaluation Committee including Tolles Education Association representation to make the appropriate adjustments required. The Evaluation Committee shall also be reconvened for consultation if the Board plans to review and/or develop changes to the agreed upon policy.

C. DUE PROCESS

1. Employees shall be evaluated in accordance with state and federal law and adopted Board policy. A grievance challenging procedural or legal compliance must be filed in writing with the Superintendent at Step Two of the grievance procedure of Article IV within seven (7) calendar days of the employee's receipt of the written evaluation, in lieu of Sections 4 and 5(A-C) of Article IV. If the Association does not agree with the Superintendent's response, the Association may within ten (10) days of receiving the Superintendent's response file with the Superintendent a written request for arbitration. The arbitration shall be conducted on an expedited basis before attorney James Nusbaum of Toledo, Ohio, alternating with Mr. Mitch Goldberg of Cleveland, Ohio, in lieu of the use of AAA list(s), the AAA

selection process and the AAA voluntary labor arbitration rules. The arbitration award shall be binding on the Board, the Association and the employee.

12. PROGRAM TYPE AND COURSE CODE

- A. The Association acknowledges the Board's right to determine program type and course code.
- B. In changing type and/or course code of a program(s), the Board will:
 - 1. Seek input and consultation from the teaching staff in advance; and
 - 2. Be sensitive to teacher concerns about job security.
- C. If, as a result of a change in program type or course code, an instructor is required to write a new course of study, the Board will:
 - 1. Provide word processing services as appropriate;
 - 2. Provide training and technical assistance determined by the Superintendent to be necessary and appropriate;
 - 3. Pay the instructor \$825.00 upon satisfactory completion of the course of study.
- D. If, as a result of a change in program course of study, an instructor is required to significantly revise a course of study, the Board will:
 - 1. Provide word processing services as appropriate;
 - 2. Provide training and technical assistance determined by the Superintendent to be necessary and appropriate;
 - 3. Pay the instructor \$500 upon satisfactory completion of the course of study revision.
- E. The Board recognizes that terms and conditions of employment must be negotiated, and should be negotiated prior to the implementation of the program. However, the Board may implement new programs when the Board deems them necessary, with the understanding that the Association has the right to bargain the effects of the change. The Board shall provide the Association an opportunity to bargain the effects of a change within ten working days of the final decision to implement the change.

- F. Determination of need for distribution of Instructional Aides: Annually, prior to the start of the school year, after the first full week of October/fall average daily membership count, and again after the start of the second semester, the administration, with TEA representation will review the need for and placement of Instructional Aides in classroom and laboratory settings, using the following criteria:

Environmental Factors (e.g. footprint/layout of lab/classroom; level of safety required for lab/classroom; equipment in lab/classroom, etc.)

Educational Impact (e.g. typical intervention of general curriculum for all students; access to Instructional Aides; and/or other forms of assistance; etc.)

Individuality of Students (ETR; IEP; observations; associate school input; interventions historically utilized; etc.)

Based on these reviews, if needed, Instructional Aides will be reassigned and/or employed and assigned as soon as is practicable.

The employment and distribution of Instructional Aides individually assigned for specific students, as determined by the IEP/ETR remain the responsibility of the associate (home) school districts.

In a two teacher career technical program, the Career Technical co-teachers will be assigned to the reciprocal laboratory. Language in this section does not preclude Article VI., Section 4.

13. SATELLITE CAREER-TECHNICAL UNITS

- A. The Board of Education may establish satellite career-technical units or eliminate satellite career-technical units for a reason listed in Article VI, Section 5 (Reduction in Force) or upon the written request of a host district.
- B. All satellite career-technical unit teachers will be employed under the terms of the collective bargaining agreement between the Board of Education and the Tolles Education Association, with the following provisos:
1. Tolles Career & Technical Center Board employees teaching a Satellite career-technical unit will be required to work the same number of days as all other Bargaining Unit Members. They shall, however, follow the daily time schedule and calendar of the host school. If the number of required work days in the host school is greater than the number of Tolles work days, the satellite career-technical teacher will receive additional compensation on a pro rata basis for the additional days required.

2. Each teacher employed in a satellite career-technical unit shall attend all staff meetings and in-service meetings normally required of teachers in the host school. When required by Tolles administration, the satellite teacher will attend staff and in-service meetings at the Tolles Career & Technical Center. Each satellite teacher completing the full school year shall be paid an additional \$150.00 at the end of the school year to cover attendance at Tolles Career & Technical Center and related mileage.
3. The Association and its representatives shall have the right to communicate with a teacher in a satellite career-technical unit in person, by telephone, or by existing school mail. Tolles shall not be required to create any special mail service between the Tolles Career & Technical Center and the host school solely for the Association's use.
4. Tolles Career & Technical Center will be solely responsible for the employment, assignment, and evaluation of satellite career-technical unit teachers.
5. Tolles Career & Technical Center shall not involuntarily transfer any Bargaining Unit Member from Tolles Career & Technical Center to a satellite career technical unit; from a satellite career technical unit to Tolles Career & Technical Center; or from one satellite career technical unit to another satellite career technical unit.
6. Satellite units in the same district with similar or like curriculum may form a voluntary collaborative team. The collaborative team would consist of the instructors and the Tolles Superintendent, or his/her designees. The purpose of the collaborative team includes, but is not limited to, improvement of instruction, building of rigor and relevance, alignment of curriculum to common assessments, and scheduling guest teaching in areas of specialization.

14. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

A. Purpose

A Local Professional Development Committee (LPDC) shall be established, in accordance with R.C. 3319.22, to determine whether course work that a teacher proposes to complete meets the requirements of the Ohio Department of Education rules on licensure.

B. Committee Composition and Selection

1. The Committee shall be composed of five members.

2. The three teacher members of the Committee shall be appointed by the Association President. Two representatives shall be appointed by the Superintendent.
3. Vacancies on the Committee will be filled in accordance with Section B.2. above.

C. Term of Office

Committee members will be appointed annually for the following school year by May 15.

D. Chairperson

The Committee chairperson shall be determined by a four-fifths majority.

E. Decision-Making

For LPDC meeting purposes, a quorum shall be four members. Decisions shall be made by majority vote of the full Committee membership.

F. Training

The LPDC shall consider and recommend necessary training of Committee members to the Superintendent. The Committee shall also recommend the terms and financial arrangements on which the training shall be conducted. The Superintendent may approve, modify, or disapprove the recommended training and such terms.

G. Meetings and Compensation

The LPDC shall determine the frequency, length, and time of meetings. Meetings shall be held outside the regular teacher workday. Teacher members will receive an annual stipend of \$600 and one day of extended time in the summer.

H. Committee Responsibility

1. The Committee's responsibility shall be to review and approve professional development plans, course work, continuing education units, and/or other equivalent activities that a teacher proposes to meet the requirements of the Ohio Department of Education rules on licensure and certification.
2. The Committee shall also be charged with monitoring the quality and scope of professional development opportunities that lead to CEU approval. The plan may include, but is not limited to, staff in-service

days, college and continuing education opportunities, on a staff-wide level.

3. Minutes of all meetings shall be forwarded to the Association President, Superintendent, and Treasurer.

I. Appeals Process

If an educator disagrees with an LPDC decision, the educator must first be given the opportunity to meet with the LPDC to present his or her case. The discussion should be both open and collegial with the intent to provide both educator and the LPDC the opportunity to understand each other's perspective while seeking a mutually-acceptable resolution. If a resolution is reached at this point in the process, it will be documented and made a matter of record for the educator and for the LPDC. If the parties cannot reach a mutually-acceptable resolution, then the educator may advance the appeal to the next level, the third-party review.

Third-Party Review

In the event that the educator and the LPDC cannot reach a mutually-acceptable resolution, the LPDC will provide for a third-party review and decision. The LPDC will convene a panel of licensed educators for a majority decision:

- One educator selected by the LPDC;
- One educator selected by the educator making the appeal;
- One educator approved by both the LPDC and the educator,
- The Association President, and
- The Superintendent

State-Level Review

In the event that the educator and the panel cannot reach a mutually-acceptable resolution, the educator may request review of the matter by the Ohio Department of Education. All costs for such reviews shall be born by the educator making the appeal.

J. Master Agreement Compatibility

The LPDC shall have no authority to supersede any section of items of agreement between the Board of Education and the Association or to engage in collective bargaining.

ARTICLE VIII

SALARY AND OTHER COMPENSATION

1. SALARY SCHEDULE

- A. All Bargaining Unit Members shall be paid in accordance with the salary schedule and related provisions of this Article.
- B. The base rate of the salary schedule shall be the Bachelor's Degree Column, Step 0.
- C. The base rate shall be:

2013/14	\$40,935	0%
2014/15	\$41,344	1%
2015/16	\$41,758	1%

Bargaining Unit Members will receive step increases. Those who do not experience an incremental increase due to advancement on the salary schedule steps in 2013-2014 will be paid a stipend for that contract year as follows:

<u>Column</u>	<u>Amount</u>
Bachelors	\$1,500
BA 150	\$1,700
Masters	\$1,800
MA30	\$1,900

No teacher who gets a stipend in 2013-14 will have a reduction in salary in 2014-2015 or 2015-2016.

- D. Beginning with the 14th year of service to the district, the Bargaining Unit Member will receive \$500 added to his/her base salary.

Beginning with the 17th year of service to the district, the Bargaining Unit Member will receive \$1,000 added to his/her base salary.

Beginning with the 20th year of service to the district, the Bargaining Unit Member will receive \$1,500 added to his/her base salary.

Beginning with the 23rd year of service to the district, the Bargaining Unit Member will receive \$2,000 added to his/her base salary.

2. PLACEMENT ON THE SCHEDULE

- A. Bargaining unit members shall be initially placed on the salary schedule in accordance with their training and their experience.

Previous experience for non-career technical Bargaining Unit Members shall be limited to ten years and will be granted as follows: all years of public and private

school teaching - a year is defined as 120 school days or more within a fiscal year; military service to a maximum of five years; and partial years of eight months or more within a 12 month period shall be counted as one full year in a field related to the subject matter to be taught or to the service to be rendered by the Bargaining Unit Member as determined by the superintendent in the initial placement of the Bargaining Unit Member on the salary schedule.

Career Technical teachers or service providers who, prior to their initial placement on the salary schedule, have bachelor's degrees or higher (150 w/BA, Masters, Masters +30) in their area(s) of teaching or service providing responsibilities or in a closely related field, as determined by the Superintendent, shall be placed in that column, zero-experience step level. Additional experience steps shall be awarded for verified work experience in the area(s) of teaching or service responsibility or in a closely related field that meets the CTE-36/37 criteria as determined by the Superintendent for up to ten years.

Career Technical degreed (Bachelors and higher) new employees are advised to take the education coursework required for Ohio licensure as graduate level courses, if available, working toward a Masters Degree. These new employees will advance from BA to 150 w/BA to Masters, etc. columns at the beginning of the next school year following their qualification for such advancement and upon submission of a current transcript and a signed hard copy written request to the Superintendent for such placement change.

Current Bargaining Unit Members will have the right to review with the Superintendent, placement on the pay scale and request a change in placement on the pay scale as if the new language had been in place at the time of the employee's initial hire. In order to be considered, a hard copy signed written request must be received by the Superintendent no later than August 22, 2007. If approved, the adjusted placement will become effective at the start of the 2007/08 school year.

A Bargaining Unit Member not satisfied with the Superintendent's decision may seek resolution through the grievance process, beginning at step 3. No Bargaining Unit Member may seek retroactive pay per the adjusted placement on the pay scale through the appeal process outlined above.

Career-technical teachers without degrees shall be allowed credit for full-time work experience as follows:

1. For initial placement on the salary schedule, five years of experience in the subject to be taught, which qualifies the applicant for a provisional license, is granted as the qualifier for the Bachelor's Degree salary schedule.
2. Years of experience beyond the first five shall be granted on a one-to-one basis (one year of full-time work experience in the occupation to be taught

equals one year of outside teaching experience.) Partial years of eight months or more shall be counted as one full year.

- B. Bargaining unit members with less than a Bachelor's Degree or a Bachelor's Degree shall be paid on the Bachelor's Degree column.

A career-technical teacher who qualifies for a two year provisional career-technical license as outlined by State Board of Education Standard 3301-24-05 shall be placed on the Bachelor's Degree salary schedule.

- C. Non career-technical Bargaining Unit Members with a Bachelor's Degree that have also earned a total of 150 semester hours shall be placed on the 150 w/BA column.

Career-technical teachers who began teaching with a one year career-technical certificate or a two year provisional license, granted on the basis of occupational experience in lieu of a Bachelor's Degree, shall be placed on the 150 w/BA upon obtaining an eight year Professional career-technical Certificate or upon obtaining a professional license and the completion of 30 semester hours after the issuance of the first professional license, and having completed three years teaching experience after receiving the first professional license.

Current certificated teachers who elect to convert to licensure shall be placed on the 150 w/BA salary schedule upon completing 54 semester hours since the issuance of the first one year career-technical certificate and having completed three years teaching experience after receiving the first professional license.

- D. Non career-technical Bargaining Unit Members with a Master's Degree shall be paid on the Master's Degree column.

Career-technical teachers who began teaching with a one year career-technical certificate or two year provisional license, granted on the basis of occupational experience in lieu of a Bachelor's Degree, shall be placed on the Master's Degree salary schedule upon obtaining an eight year Professional Career-Technical Certificate and a Bachelor's Degree, or upon having taught three years of the first professional license and a Bachelor's degree.

Current certificated teachers who convert to licensure shall be placed on the Master's degree salary schedule upon having taught five years and hold a Bachelor's Degree.

- E. Non career-technical Bargaining Unit Members with a Master's Degree that have earned an additional 30 semester hours after earning the Master's Degree, shall be paid on the Master's+30 hour column. The hours may be graduate hours, undergraduate hours, or a combination of both.

Career-technical teachers who began teaching with a one year career-technical certificate or two year provisional license, granted on the basis of occupational experience in lieu of a Bachelor's Degree, shall be placed on the Master's+30 semester hour salary schedule upon obtaining a permanent certificate and a Master's degree or having received the third professional license, and a Master's degree.

Current certificated teachers who convert to licensure shall be placed on the Master's+30 salary schedule upon having taught 12 years and hold a Master's degree.

3. ADVANCEMENT ON THE SALARY SCHEDULE

A. Horizontal Advancement

Each Bargaining Unit Member desiring to advance to a higher column on the salary schedule shall file an official transcript with a letter of request with the Superintendent no later than September 15 of the school year in which the advancement is desired.

B. Vertical Advancement

A Bargaining Unit Member shall advance vertically one step on the salary schedule for each year in the District consisting of at least 120 days of service.

4. SALARY NOTICE

Notwithstanding Section 3319.12 of the Ohio Revised Code, annual notice need not be given of the salary to be paid to each Bargaining Unit Member.

5. PAY PLAN

A. All employees on an annual salary shall receive 24 paychecks each year. Payday shall be the 15th and last day of each month. When regular paydays fall on Saturday, Sunday, or holidays, paychecks shall be delivered on the last preceding workday.

B. A Bargaining Unit Member may opt to have his regular 24 pays automatically deposited by electronic transfer of funds if it is feasible for the institution of deposit. The member must make the choice of his option by filing notice with the Treasurer by September 1 of any year (or within 30 days of employment for a newly employed Bargaining Unit Member). All payments due to a unit member who opts for electronic transfer shall be made in the regular pays.

6. EXTENDED DUTY PAY

Bargaining unit members who are assigned to extended service shall be paid the per diem rate that is equal to the Bargaining Unit Member's annual salary, not to exceed Step 10 of the of the member's salary column divided by 185.

7. STRS PICKUP

- A. The Board shall assume and pay, or pickup, the mandatory employee contribution to STRS required for all STRS participants, subject to the provisions of this Section, in lieu of payment of those contributions by said members.
- B. For purposes of this Pickup Plan, total salary or salary per pay period for each member shall be the salary otherwise payable under their contracts and applicable Board policies. The total annual salary or salary per pay period of each member shall be payable by the Board in two parts: (1) deferred annual salary and (2) cash salary. A member's deferred salary shall be equal to that percentage of said member's total annual salary or salary per pay period which is required from time to time by the Ohio State Teachers Retirement System ("STRS") to be paid as an employee contribution by said member and shall be paid by the Board to STRS on behalf of said member as "pickup" of the STRS employee contribution otherwise payable by said member. A unit member's cash salary shall be equal to said unit member's total annual salary or salary per pay period less the amount of the pickup for said member and shall be payable, subject to applicable payroll deductions, to said member. The Board's combined total expenditures for unit members' total annual salaries or salaries per pay period otherwise payable under this Section (including pickup amounts and its employer contributions to STRS) shall not be greater than the amounts it would have paid for those items had this provision not been in effect.
- C. The Board shall compute and remit its employer contributions to STRS based upon total annual salary or salary per pay period, including the "pickup." The Board shall report for federal and Ohio income tax purposes as a unit member's gross income said member's total annual salary or salary per pay period, less the amount of the "pickup." The Board shall report for municipal income tax purposes as a member's gross income said member's total annual salary or salary per pay period, including the amount of the "pickup," the Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.
- D. The "pickup" shall be included in the member's total annual salary or salary per pay period for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or for any other similar purpose.
- E. The Pickup Plan shall be effective within 60 days after this Agreement is executed. The Plan shall terminate immediately if any provision hereof is determined to be contrary to law or if employer pickup should no longer be authorized by the Internal Revenue Service, Ohio Attorney General or by the Ohio State Teachers Retirement System.

8. SEVERANCE PAY

- A. For all Bargaining Unit Members, in accordance with ORC 124.39(B), regardless of their length of continuous service with Tolles, upon satisfactory evidence of actual retirement, a regular severance payment for accumulated but unused sick leave up to 25 percent of 120 days maximum shall be made.
- B. In accordance with ORC 124.39(C), for all Bargaining Unit Members who have completed at least five years of continuous employment with Tolles, upon satisfactory evidence of actual retirement, shall receive severance payment for 25% of the Bargaining Unit Member's accumulated but unused sick leave up to the agreed upon sick leave accumulation cap. All Bargaining Unit Members with 20 years of service to the district shall receive severance payment for 27% of the Bargaining Unit Member's accumulated sick leave up to the agreed upon sick leave accumulation cap. The cap is 315 days in 2010-11, 325 days in 2011-12 and 335 days in 2012-13. The Bargaining Unit Member must apply to the retirement system within 120 days of their last day of actual service to Tolles to qualify for either the regular or the additional severance payment.

Bargaining Unit Members shall apply for severance pay in writing to the Treasurer of the Board and the written application shall be accompanied by satisfactory documentation as to the employee's actual retirement. Payment shall be made within 60 calendar days after the receipt of the application and the documentation of actual retirement.

- C. Bargaining Unit Members who qualify for severance pay as specified above shall be paid for their unused sick leave in accordance with the following provisions:
 - 1. The number of days to be paid shall be one-fourth of the value of the Bargaining Unit Member's qualified, accumulated sick leave. All Bargaining Unit Members with 20 years of service to the district shall receive severance payment for 27% of the Bargaining Unit Member's accumulated sick leave up to the agreed upon sick leave accumulation cap.
 - 2. Payment shall be based upon the Bargaining Unit Member's daily rate of pay at the time of retirement as determined by the Treasurer of the Board of Education. The calculation shall be made in the same manner as pay deductions for days missed.
 - 3. Payment for unused sick leave under this policy shall eliminate all accrued sick leave credited to the Bargaining Unit Member.

9. TUITION REIMBURSEMENT

- A. To be eligible for participation in the tuition reimbursement program, a Bargaining Unit Member must:

1. Be working under a regular limited or continuing contract with the Tolles Career & Technical Center both when the course work is taken and when reimbursement is requested.
2. Take courses in the Bargaining Unit Member's actual teaching field of service or in other areas approved in advance by the Superintendent.
3. Take courses, including on-line courses, from an institution approved and accepted by ODE and the appropriate regional accrediting association (e.g. NCA) for teacher education.
4. Complete the course with a grade of C or better. Pass/Fail credit will not be applicable, if the course may be taken for a letter grade. The Bargaining Unit Member shall provide certification of the unavailability to enroll in a specific college course for a letter grade.
5. Remain an employee of the Tolles Career & Technical Center a full year following the completion of a course or refund the Board the tuition allowance received. (This refund can take place either by withholding from the Bargaining Unit Member's last check or by the Bargaining Unit Member paying the Treasurer directly.)

B. Application for course approval shall be made and approval shall be obtained in the following manner:

1. Applications for course approval shall be submitted to the Superintendent's office by May 1 for summer session, by August 1 (August 30 for new hires) for fall quarter or semester, by December 15 for winter quarter or second semester, and by February 28 for spring quarter.
2. Application for course approval shall be approved or disapproved by the Superintendent. Priority shall be given to Bargaining Unit Members enrolled in courses needed to upgrade their skills to meet school goals, to Bargaining Unit Members enrolled in classes for recertification or license renewal, and to Bargaining Unit Members enrolled in courses needed for certification or licensure to teach a subject or to serve in a capacity requested by the administration.
3. Reimbursement shall be limited to eight semester hours or twelve quarter hours in any one-year allowance period (June 1 to May 31).
4. Reimbursement may not be sought for courses for which other reimbursement has or will be received, such as professional leave, a grant or fellowship.

C. Reimbursement will be made in accordance with the following manner:

1. The Board shall allocate \$40,000 and thereafter for each period beginning June 1 and ending the following May 31, with this allocation first effective on June 1, 2013.
2. Within the limitations of (B) and (C)(1) above, the Bargaining Unit Member shall be reimbursed up to the following amounts per quarter or semester hour:

Semester Hour	\$450
Quarter Hour	\$300
3. Bargaining unit members attending pre-service workshops required for provisional certification or licensure shall be reimbursed for the full cost of tuition for the pre-service workshop.
4. Application for the collegiate reimbursement for the pre-service workshop may be made retroactively, but must be completed by September 15. Payment will be made upon submission of official receipt and official grade card from the college/university.
5. Reimbursement shall not exceed the actual cost of tuition.
6. Payment shall be made upon submission of an official grade card verifying successful completion of the course or courses, and an official receipt or other documentation acceptable to the Superintendent verifying payment. A teacher who has received tuition reimbursement in a contract year must file an official transcript with the Superintendent by July 31 to be eligible for reimbursement during the next contract year.
7. The Superintendent may allocate additional reimbursement of unencumbered funds for the current contract year in the spring for college work necessary for licensure and completed in the same contract year.

10. SUPPLEMENTAL SALARIES

- A. Youth Activity Advisors are responsible to the Directors, for the planning and implementation of various youth activities. The Youth Activity Advisor shall develop and prepare a plan of youth activities to be presented to the Directors and Superintendent for approval, including:
 1. Planning and presenting six youth club meetings per year.
 2. Assisting with skill and leadership competitions.

3. Reviewing, monitoring, and maintaining an accurate assessment of youth activity funds within the given club.
 4. Chaperoning and assisting with the planning of activities, such as the junior/senior prom, annual club banquets, and senior breakfast.
- B. Bargaining unit members may apply for the position of advisor for the following clubs as deemed available by the Superintendent annually:
1. National FFA Organization
 2. SkillsUSA
 3. Business Professionals of America
 4. Family Career Community Leaders of America (FCCLA)
 5. DECA Association of Marketing Students
 6. Student Council
 7. Senior Class Advisor
 8. National Technical Honor Society
 9. Health Occupations Students of America
 10. Future Educators Association
 11. Other clubs approved by the Board
- C. Bargaining unit members selected by the Superintendent and approved by the Board of Education to serve as Youth Activity Advisors shall be compensated as follows:
1. A base amount of \$1,800 for each Career Technical Student Organization plus \$8 per student for membership over 50 students, except for SkillsUSA. Total Advisor compensation shall be divided among co-advisors. At least one Advisor position per CTSO must be filled by a career technical program teacher within the respective CTSO.
 2. Advisor(s) for Student Council, NTHS, and senior class will be paid \$1,400 per school year.
 3. Club membership will be based on the number of national dues paid by each organization in that school year.

4. Advisor for SkillsUSA will be paid \$1,800 per school year. Responsibilities include, but are not limited to: the Fall organizational meeting, leadership conferences, competitive events coordination, service projects, January meeting after competitive events, and Spring elections.
 5. Cluster Advisors for SkillsUSA will be paid \$500. Responsibilities include, but are not limited to; planning & running chapter meeting for assigned clusters. The SkillsUSA programs will be clustered into: Design, Manufacturing, Service, and Transportation.
 6. The Board will cover costs associated with van driver certification as required by the Ohio Department of Education or the Ohio Revised Code, to include physical examination and any required training.
- D. School Improvement Coordinator shall be paid \$400.00 a month, \$4,800.00 per year. Candidate must be a current Tolles employee who is a TEA Bargaining Unit Member who has at a minimum, 5 years teaching experience at Tolles. Candidates should possess leadership, motivational, organizational and public speaking skills, and a working knowledge of the District's adopted school improvement model/process.

11. INSURANCE

A. Health and Prescription Drug Insurance

1. The Board shall pay a maximum of \$1,344.00 per month per full-time Bargaining Unit Member for Health and Prescription Drug Insurance coverage for a PPO plan. The Board will pay seventy-five percent (75%) and the Bargaining Unit Member will pay twenty-five percent (25%) of any premium increase beyond the 2013/2014 school year.
2. A Bargaining Unit Member may choose to opt out of Health and Prescription Drug Insurance. The Bargaining Unit Member who chooses to do so will receive payment of one-third (1/3) the total premium rate for single coverage each month that the employees opt out. The Superintendent will provide an appropriate form for documentation.
3. An alternative to the choices listed above in A.1. and A.2. is the Health Reimbursement Account. The Board shall pay per month per full-time Bargaining Unit Member the following combined monthly premium and the Board Annual HRA contribution.

EMPLOYEE TIERS	BOARD PERCENTAGE PAID
Employee Only	100%
Employee + Spouse	93%
Employee + Child(ren)	93%
Employee + Family	80%

The annual HRA deductible contribution from the Board will be at the following levels:

<u>EMPLOYEE TIERS</u>	<u>BOARD ANNUAL HRA CONTRIBUTIONS</u>		<u>TOTAL ANNUAL DEDUCTIBLE</u>
Employee Only	\$1,800	of	\$2,000
Employee + Spouse	\$2,500	of	\$4,000
Employee + Child(ren)	\$2,500	of	\$4,000
Employee + Family	\$2,500	of	\$4,000

The effective date is at the annual renewal of the HRA plan on September 1, 2013.

4. The Board shall comply with the Patient Protection and Affordable Care Act provisions that are effective January 1, 2014.
5. It is the parties' intent to limit Health and Prescription Drug Insurance benefit cost increases to less than eight percent (8%) annually. If the increases in per employee per month funding for the year are 8% or more the Board of Education shall re-open negotiations with the Association to determine what plan design changes to make, if any, to bring the per employee per month funding increase below 8% for the year.

B. Dental Insurance

The Board will pay 85% of the monthly premium per full-time Bargaining Unit Member for group dental insurance based on a 4-tier plan (Employee Only, Employee + Spouse, Employee + Children and Employee + Family) effective with the 2013 Dental Renewal.

C. Vision Insurance

The Board will pay up to \$25.00 per month per full-time employee for group vision insurance. The Board will pay seventy-five percent (75%) and the employee will pay twenty-five percent (25%) of any premium increase beyond the current rates.

D. Life Insurance

The Board will provide a \$50,000 group life insurance policy for each full-time Bargaining Unit Member. The Board will provide Bargaining Unit Members with the opportunity to purchase additional life insurance coverage at the group rate for themselves, their spouses and their children. There will be a window once per year for such voluntary additional life insurance per the insurer's terms and conditions.

E. General Provisions

1. The Board shall have the complete discretion to select insurance carriers and plan administrators, provided the coverage is not reduced.
2. All full-time Bargaining Unit Member of the Board of Education shall become eligible for the above insurance the first of the month following the month of original employment.
3. When more than one member of a family is employed by the Board, each employee may select individual coverage, or one employee may arrange for family coverage.

12. HOME VISITS

- A. Each Bargaining Unit Member who is eligible to conduct home visits of students shall be paid \$50.00 per visit. To be eligible for payment the teacher shall comply with the regulations established by the Superintendent as to the matters to be covered during the visit and reporting requirements following the visit. Bargaining unit members shall not use extended service time for home visits.
- B. Payment for home visits shall be made no later than the second pay period subsequent to the submission of the reports of such visits.

13. MILEAGE REIMBURSEMENT

Each Bargaining Unit Member shall be reimbursed for authorized automobile expense at the IRS approved rate or \$0.60 (sixty cents) per mile, whichever is less, calculated from Tolles Career & Technical Center to the destination and return.

14. SUBSTITUTION

Any Bargaining Unit Member who is required to substitute for another Bargaining Unit Member during his/her preparation period shall be compensated at the rate of \$25.00 per hour.

15. NATIONAL BOARD CERTIFIED TEACHER

A Bargaining Unit Member who achieves the National Board Certified Teacher distinction shall have \$1000 added to his/her base salary.

16. PROFESSIONAL MEMBERSHIPS

Each bargaining unit member shall be annually eligible for reimbursement up to \$150 for approved professional memberships directly related to professional assignment.

ARTICLE IX

DRUG-FREE/ALCOHOL-FREE SCHOOLS AND WORKPLACE

Use, possession, or distribution of an illegal controlled substance or alcohol while performing assigned duties, during the employee's scheduled work hours, or on Board of Education property is prohibited. Being on Board property or at work under the influence of, or having used or consumed and showing manifestations of having used or consumed illegal controlled substances or alcohol is prohibited. Upon reasonable suspicion, the Superintendent may direct an employee to undergo a test for controlled substances or alcohol at Board expense, such test to be conducted in accordance with the standard norms and procedures protecting the integrity of the test and individual privacy. An employee may be disciplined, up to and including termination, for violating these prohibitions, as well as for failing to report to the Superintendent a drug conviction in the workplace within five days as required by the Drug-Free Workplace Act. This Article shall not apply to Bargaining Unit Members attending professional functions off Board of Education property at which students are not present.

ARTICLE X

OCCUPATIONAL SAFETY AND HEALTH

The parties desire to deal with safety and health complaints, and to attempt to correct any health or safety violations, internally. Accordingly, neither the Association nor an employee may file a complaint alleging a health or safety violation with the Ohio Department of Industrial Relations pursuant to R.C. §4167.10 until the following process has been completely exhausted:

1. An employee or Association representative shall first bring an alleged health or safety violation to the attention of the affected employee(s)' immediate Supervisor or Directors, within two work days of the occurrence of the alleged violation. The immediate Supervisor or Directors shall provide a response within five workdays of receipt of the complaint.
2. If the immediate Supervisor or Director does not resolve the alleged violation to the employee's satisfaction, the employee or Association may file a written complaint with the Superintendent within five work days of the Supervisor's or Director's response. If the Supervisor or Director does not respond within the five work days, then the employee or Association may file their written appeal. The Superintendent or designee shall meet with the employee or Association representative within 15 workdays in an attempt to resolve the alleged violation. Within five workdays after the conference, the Superintendent or designee shall provide his written response to the alleged violation.
3. After using this process, if the employee or Association is not satisfied with the administration's response, the employee or Association may file a complaint with the appropriate administrative agency.

4. If an employee or Association representative files a complaint under Chapter 4167 of the Ohio Revised Code without first complying with this Article and such noncompliance is brought to the attention of the Association president in writing, the Association president shall immediately notify the Ohio Division of Safety and Health, Department of Industrial Relations, that the complaint violated the collective bargaining agreement, is improper and is invalid.

ARTICLE XI

CRIMINAL RECORDS CHECK

The parties acknowledge that R.C. §3319.39 requires the Board of Education to release from employment someone who has been hired subject to the condition that he or she have a clean record on a criminal records check. If the records check on such a person discloses a conviction or guilty plea that disqualifies the person from employment in a position in this bargaining unit, the following procedures shall be followed:

1. Upon receipt of the report from the Bureau of Criminal Identification and Investigation and the Federal Bureau of Investigation, the Superintendent or designee shall give the person a copy of the report and written notice of the Superintendent's intention to release the employee from employment pursuant to R.C. §3319.39. Unless the criminal record has been sealed by law, the Superintendent shall notify the Association President of his intention to release the employee due to an adverse criminal records check.
2. The Superintendent shall hold a conference promptly with the person who is subject to an adverse criminal records check and provide that person with an opportunity to challenge, explain, or rebut the criminal record report as the basis for required release from employment under the law.
3. The Superintendent then shall determine whether the statute requires release of the employee and shall notify him of the Superintendent's decision in writing. The Superintendent's notice shall contain the effective date of the release, and the release shall become effective at the time specified by the Superintendent.
4. If the employee agrees to waive his or her right to privacy, if any, regarding the adverse criminal records check, he or she may choose to have Association representation when meeting with the Superintendent.
5. The Board of Education shall cover the costs up to \$50 for a criminal records check as required for ODE licensure or renewals.
6. This Article is the exclusive procedure for release of a Bargaining Unit Member from employment because of an adverse criminal records check in accordance with R.C. §3319.39. The Bargaining Unit Member's release shall not be subject to any other provision of law or this collective bargaining agreement with respect to the dismissal,

nonrenewal, or termination of employees. The release of an employee pursuant to this Article is not subject to the grievance procedure.

ARTICLE XII

SMOKE-FREE ENVIRONMENT

Tolles is a smoke free and tobacco free facility and grounds. Tobacco use is prohibited at all times including non-school hours on all school grounds in all school vehicles owned, leased or rented, in personally operated vehicles used for the transportation of students, and at all school-sponsored events off campus.

ARTICLE XIII

OTHER PROVISIONS

1. IMPLEMENTATION AND DURATION

The specific provisions of this Agreement shall be the sole source of the contractual rights of the Association and any teacher covered by this Agreement. This Agreement supersedes all previous oral and written agreements between the Board and the Association and between the Board and any teacher within the collective bargaining unit. The parties hereby agree that the relations between them shall be governed exclusively by the terms of this Agreement and no prior agreement, amendments, modification, alterations, additions or changes, oral or written, shall be controlling or in any way affect the relations between the parties or the wages, hours and working conditions of the teachers covered by this Agreement.

2. NO STRIKES

For the term of this Agreement or any extension thereof, neither the Association nor any teacher shall cause or engage in a strike as defined by Section 4117.01(H) of the Ohio Revised Code.

3. CONFLICT WITH LAW

Consistent with Section 4117.10 of the Ohio Revised Code, this Agreement supersedes and replaces any conflicting provision of Ohio law and Ohio rules and regulations, now in existence or hereafter enacted or issued. If any provision of this Agreement, or any application of the provisions of this Agreement, or any agreement reached under its terms conflict with law which cannot be superseded pursuant to Section 4117.10 of the Ohio Revised Code, such provisions, applications or agreement shall be inoperative but the remaining provisions herein shall remain in effect.

4. WAIVER OF NEGOTIATIONS

It is agreed that during the negotiations leading to the execution of this Agreement, the parties have had full opportunity to submit all items appropriate to collective bargaining and that the parties expressly waive the right to submit any additional item for negotiation during the term of this Agreement, irrespective of whether the item was or was not discussed during the course of negotiations leading to the execution of this Agreement. Notwithstanding the foregoing, the parties shall be required to negotiate any change in state or federal law which affects wages, hours and terms and conditions of employment, specifically including the provisions of S.B. 140, and the effects of management decisions causing a change in wages, hours or terms and conditions of employment in accordance with Article III, Section 1.

5. CONTRACT, SENIORITY, SALARY AND BENEFITS FOR REHIRED TEACHERS

Notwithstanding any other provision of this Agreement, the Board shall give only up to ten (10) years' service credit to a newly hired, previously STRS retired teacher with prior teaching service in this district or in any other public school in Ohio.

Such teachers (Bargaining Unit Members) shall be eligible only for one year limited contracts and shall not be eligible for continuing contracts. In addition, such teachers (Bargaining Unit Members) shall not have seniority nor bumping rights.

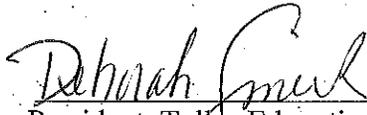
Upon reemployment, additional (post retirement) sick leave days may accumulate and be used in accordance with negotiated agreement, but no severance will be paid out on accrued post-retirement sick days upon leaving employment with the District.

Previously retired teachers shall not be entitled to participate in the District's group insurance plans. However, to the extent that they are not eligible for primary coverage under an STRS health benefits plan, they will be eligible to enroll in the District's health benefits plan on the same terms as other Bargaining Unit Members.

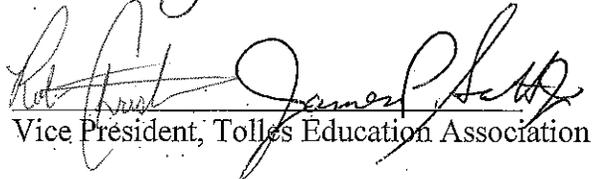
6. DURATION

This Agreement is effective on July 1, 2013 and shall remain in full force and effect through June 30, 2016.

TOLLES EDUCATION ASSOCIATION



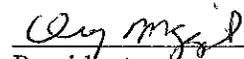
President, Tolles Education Association



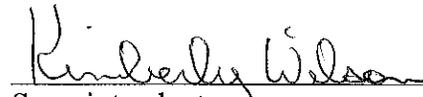
Vice President, Tolles Education Association

September 27, 2013

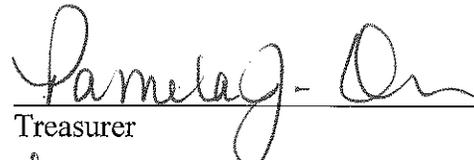
TOLLES CAREER & TECHNICAL
CENTER BOARD OF EDUCATION



President



Superintendent



Treasurer

September 19, 2013

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GRIEVANCE REPORT FORM I, STEP ONE
TOLLES CAREER & TECHNICAL CENTER

Grievance # _____

(Name of Grievant) (Assignment) (Date)

A. Date of act(s) on which grievance is based _____

B. 1. Description of act(s) on which grievance is based and provision(s) of contract allegedly violated:

2. Relief sought _____

(Signature of Grievant) (Date)

C. Disposition of Immediate Supervisor _____

(Signature of Immediate Supervisor) (Date)

cc: Tolles Education Association

GRIEVANCE REPORT FORM II, STEP TWO
TOLLES CAREER & TECHNICAL CENTER

Grievance # _____

In regard to GRIEVANCE REPORT FORM I (attached);

A. Position of Grievant _____

(Signature of Grievant) (Date)

B. Date received by Superintendent _____

C. Disposition by Superintendent _____

(Signature of Superintendent) (Date)

cc: Tolles Education Association

GRIEVANCE REPORT FORM III, STEP THREE
TOLLES CAREER & TECHNICAL CENTER

Grievance # _____

In regard to GRIEVANCE REPORT FORMS I AND II (attached);

A. Position of Grievant _____

(Signature of Grievant) (Date)

B. Date received by Board _____

C. Disposition by Board _____

(Signature of Board President or Designee) (Date)

cc: Tolles Education Association

Board of Education Policy on Teacher Evaluation Pursuant to ORC 3319.11

STANDARDS-BASED TEACHER EVALUATION

The Board of Education is responsible for a standards-based teacher evaluation policy which conforms to the framework for evaluation of teachers as approved by the State Board of Education (as it may be modified from time to time) and aligns with the “Standards for the Teaching Profession” as set forth in State law.

The Board adopts the Ohio Teacher Evaluation System (“OTES”) model as approved by the State Board of Education.

The evaluation policy is intended to provide an evaluation model that is research-based, transparent, fair, and adaptable to the needs of the District. The Board believes in the importance of ongoing assessment and meaningful feedback as a powerful vehicle to support improved teaching performance and student growth, as well as promotion and retention decisions for teachers.

This policy has been developed in consultation with teachers employed by the Board.

Definitions

“OTES” – stands for the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education in 2011, or as otherwise modified by the State Board of Education.

“Teacher” – For purposes of this policy, “teacher” means licensed instructors who spend at least 50% of his/her time providing content-related student instruction and who is working under one of the following:

- a. A license issued under ORC Sections 3319.22, 3319.26, 3319.222 or 3319.226; or
- b. A permanent certificate issued under ORC Section 3319.222 as it existed prior to September, 2003; or
- c. A permanent certificate issued under ORC Section 3319.222 as it existed prior to September, 2006; or
- d. A permit issued under ORC Section 3319.301.

Substitute teachers, adult education instructors, and teachers not meeting this definition are not subject to evaluation under this policy.

The Superintendent, Treasurer, and any “other administrator” as defined by ORC Section 3319.02 are not subject to evaluation under this policy.

“Credentialed Evaluator” – For purposes of this policy, each teacher subject to evaluation will be evaluated by one person who:

- a. Meets the eligibility requirements under ORC Section 3319.111(D); and
- b. Holds a credential established by the Ohio Department of Education for teacher evaluation; and
- c. Has completed state-sponsored evaluation training and has passed an online credentialing assessment.

The Board authorizes the Superintendent/designee to approve and maintain a list of credentialed evaluators as necessary to effectively implement this policy.

If the Superintendent determines that third-party credentialed evaluators are necessary, no third-party evaluator will be assigned to evaluate:

- Resident Educators or teachers in their first year of employment with Tolles Career & Technical Center.
- Teachers applying for a continuing contract.
- Teachers on an improvement plan where nonrenewal is a possibility.

“Core Subject Area” – means reading and English language arts, mathematics, science, foreign language, government, economics, fine arts, history and geography.

“Student Growth” – for the purpose of the district’s evaluation policy, student growth is defined as the change in student achievement for an individual student between two or more points in time.

“Student Learning Objectives” (“SLOs”) – include goals identified by a teacher or group of teachers that identify expected learning outcomes or growth targets for a group of students over a period of time.

“Shared Attribution Measures” – student growth measures that can be attributed to a group.

“Vendor Assessment” – student assessments approved by the Ohio Department of Education that measure mastery of the course content for the appropriate grade level, which may include nationally normed standardized assessments, industry certification exams, or end-of-course examinations for grade level and subjects for which the Value-Added measure does not apply.

Standards-Based Teacher Evaluation

Teacher evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each teacher and assigning an effectiveness rating based in equal part upon teacher performance and student growth.

Each teacher evaluation will result in an effectiveness rating of:

- a. Accomplished;
- b. Skilled;
- c. Developing; or
- d. Ineffective.

The specific standards and criteria for distinguishing between these ratings/levels of performance shall be the same as those developed by the State Board of Education, which are incorporated herein by reference.

The Superintendent shall annually cause to be filed a report to the Department of Education the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating as set forth above, aggregated by teacher preparation programs from which and the years in which the teachers graduated. Additionally, the Superintendent shall file annually only such data with the Department of Education as is required by statute or the Ohio Department of Education. All evaluation documents and student data related to those evaluations shall be maintained in the employee's personnel file.

Fifty percent (50%) of each evaluation will be based upon teacher performance and fifty percent (50%) on multiple measures of student growth set forth herein.

Assessment of Teacher Performance

Teacher performance will be evaluated during formal observations and periodic informal observations also known as "classroom walkthroughs." Such performance, which will comprise fifty percent (50%) of a teacher's effectiveness rating, will be assessed through a holistic process by trained and credentialed evaluators based upon the following *Ohio Standards for the Teaching Profession*:

- a. Understanding student learning and development and respecting the diversity of the student they teach;

- b. Understanding the content area for which they have instructional responsibility;
- c. Understanding and using varied assessment to inform instruction, evaluate and ensure student learning;
- d. Planning and delivering effective instruction that advances individual student learning;
- e. Creating learning environments that promote high levels of learning and student achievement;
- f. Collaborating and communicating with students, parents, other educators, district administrators and the community to support student learning; and
- g. Assuming responsibility for professional growth, performance and involvement.

Formal Observation and Classroom Walkthrough Sequence

- All instructors who meet the definition of “teacher” under R.C. 3319.111 and this policy shall be evaluated based on at least two formal observations and periodic classroom walkthroughs each school year. One formal observation shall be completed prior to Winter Break, and at least 10 school days shall elapse between the first & second formal observation.
- Teachers on a limited contract who are under consideration for renewal/nonrenewal shall receive at least three formal observations in addition to periodic classroom walkthroughs. One formal observation shall be completed prior to Winter Break, and at least 10 school days shall elapse between the first & second and second & third formal observations.
- A teacher on a continuing contract who receives a rating of “Accomplished” on his/her most recent evaluation shall be evaluated every other school year.
- A teacher who receives a rating of “Accomplished” on his/her most recent evaluation may request that in place of one of the required observations, the teacher instead may complete a project. The Superintendent/designee shall approve or deny the teacher’s request in his/her sole discretion.

Evaluations will be completed by **May 1** and each teacher will be provided a written report of the results of his/her evaluation by **May 10**. Written notice of nonrenewal will be provided by **June 1**.

For each observation, the credentialed evaluator shall give the employee, in writing, specific recommendations regarding any improvements needed and the means by which the employee may obtain assistance in making such improvements.

In evaluating teacher performance in these areas, the Board shall utilize the measures set forth by the Ohio Department of Education's OTES "Teacher Performance Evaluation Rubric" for instructional planning, instruction and assessment, and professionalism as they may be modified from time to time.

Each teacher evaluated under this policy shall annually complete a "Self-Assessment," utilizing the Self-Assessment Summary Tool set forth by the Ohio Department of Education's OTES system.

Formal Observation Procedure

- a. The first formal observation shall be preceded by a conference between the evaluator and the employee prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed. The second observation may be unannounced. The third formal observation (if conducted) may be unannounced. The employee will be given at least two school days' notice of the date and time of any pre-conference.
- b. A post-observation conference shall be held within three school days after each formal observation. The employee will receive the observation report within two days of each formal observation.

Informal Observation/Classroom Walkthrough Procedure

- a. Final debriefing data gathered from the walkthrough must be placed on the designated form.
- b. A final debriefing and completed form must be shared with the employee within two school days after the informal observation/walk-through.

Assessment of Student Growth

In determining student growth measures, the Board adopts the Ohio Department of Education's Ohio Teacher Evaluation System (OTES), which calculates student growth by assessing achievement for an individual student occurring between two points in time. A student who has forty five (45) or more excused or unexcused absences during

the full academic year will not be included in the determination of student academic growth.

In general, the Board will utilize the following categories to determine this aspect of a teacher's evaluation, depending upon the instructor involved:

- A: Teachers instructing in areas with Ohio Department of Education approved vendor assessment with teacher-level data available; or
- B: Teachers instructing in areas where no teacher-level value-added or approved vendor assessment is available.¹

When an approved Ohio Department of Education vendor assessment is utilized in the measurement of student growth, it will be included in the evaluation process for A teachers according to guidance from the Ohio Department of Education.

When neither teacher-level value-added data nor Ohio Department of Education approved assessments are available, the District shall use locally-determined Student Growth Measures for B teachers. Student Growth Measures may be comprised of SLOs, shared attribution, and/or non-Value-Added data.

An SLO must be based upon the following criteria: Baseline and Trend Data, Student Population, Interval of Instruction, Standards and Content, Assessment(s), Growth Targets, and Rationale for Growth Targets. When new SLOs are developed or revised, they will be approved by a committee comprised of the following:

- The Director of the Program or Course.
- Two teacher members selected by the Director and approved by the Superintendent.

If an employee wishes to appeal the disapproval of his/her SLO, he/she should submit a request in writing to the Superintendent within three (3) school days of disapproval. The Superintendent, in consultation with the Lead Mentor, will make a final determination to approve or disapprove the SLO within three (3) school days.

Data from these approved measures of student growth will be scored on five (5) levels in accordance with the Ohio Department of Education/OTES guidance and converted to a score in one of three (3) levels of student growth:

- a. Above
- b. Expected
- c. Below

¹ If used, only one "shared attribution" measure can be utilized per instructor.

Final Evaluation Procedures

Each teacher’s performance rating will be combined with the assessment of student growth measures to produce the summative evaluation rating, based upon the following “Evaluation Matrix”:

		Teacher Performance			
		4	3	2	1
Student Growth Measures	Above	Accomplished	Accomplished	Skilled	Developing
	Expected	Skilled	Skilled	Developing	Developing
	Below	Developing	Developing	Ineffective	Ineffective

The evaluator shall provide that each evaluation is submitted to the teacher for his/her acknowledgement by written receipt. When signed, by the teacher, the receipt is to be sent to the Superintendent as soon as received.

NOTE: The evaluator may extend or modify the date and time of all procedural deadlines due to the evaluator’s or the employee’s absence or other unforeseen events (except for the May 1, May 10, and June 1 deadlines).

Professional Growth Plans and Professional Improvement Plans

Based upon the results of the annual teacher evaluation as converted to the “Evaluation Matrix” above, each teacher must develop either a professional growth plan or professional improvement plan as follows:

- a. Teachers whose performance rating indicates above expected levels of student growth will develop a professional growth plan and may choose their credentialed evaluator (from those available to the Board for that purpose).
- b. Teachers whose performance rating indicates expected levels of student growth will develop a professional growth plan collaboratively with his/her evaluator and will have input on his/her evaluator for the next evaluation cycle.
- c. Teachers whose performance rating indicates below expected levels of student growth will develop a professional improvement plan with their credentialed evaluator. The Superintendent will assign the evaluator for the subsequent evaluation cycle and approve the professional improvement plan.

Core Subject Teachers - Testing for Content Knowledge

Beginning with the 2015-2016 school year, core subject area teachers must register for and complete all written examinations of content knowledge selected by the Ohio Department of Education if the teacher has received an effectiveness rating of “Ineffective” on his/her annual evaluation for two (2) of the three (3) most recent school years.

If a teacher passes the examination set forth above and provides proof of that passage to the Board, the teacher will be required, at the teacher’s expense, to complete professional development that is targeted to the deficiencies identified in the teacher’s evaluations conducted under this policy.

The following may be grounds for termination of a teacher pursuant to R.C. 3319.16:

- Failing to complete all required written examinations under this section;
- A failing score on a written examination(s) taken pursuant to this section may be a factor;
- A rating of “ineffective” on the teacher’s next evaluation after passing all written examinations pursuant to this section and after completion of the required professional development; or
- Failure of a teacher to complete the required professional development.

Any teacher passing the examination set forth above will not be required to take the examination again for three years, regardless of the teacher's evaluation ratings or the performance index score ranking of the building in which the teacher teaches.

No teacher shall be responsible for the cost of taking an examination set forth above.

Board Professional Development Plan

In accordance with the Ohio State Board of Education's statewide evaluation framework, the Board will adopt a plan for the allocation of financial resources to support the professional development of teachers covered by this policy. The plan will be reviewed annually.

Retention and Promotion Decisions/Removal of Poorly Performing Teachers

It is the purpose of this Standards-based Teacher Evaluation Policy to improve the quality of instruction, enhance student learning and strengthen professional competence through meaningful feedback and targeted professional development. In addition, the evaluations produced will serve to inform the Board on employment decisions, i.e. retention, promotion of teachers, renewal of teaching contracts, and the removal/nonrenewal of poorly performing teachers.

Definitions

"Retention" for purposes of this policy, refers to employment decisions on the question of whether or not to suspend a contract pursuant to a reduction in force, non-renew a limited or extended limited contract, or terminate employment for good and just cause. In the case of a reduction in force, seniority will not be considered when making decisions on contract suspensions, except in the instance of comparable evaluations. The decision to non-renew or terminate the contract of a poorly performing teacher may be informed by the evaluation(s) conducted under this policy. However, decisions to nonrenew or terminate a teaching contract are not limited by the existence of this policy.

"Promotion" as used in this context is of limited utility given the fact that teachers covered by this policy are not currently employed in any discernible hierarchy. Nevertheless, when making decisions relative to such matters as determining department or grade level chairpersons, selections to curricular or strategic planning bodies, or teaching assignments, the Board will consider teacher performance as indicated by evaluations.

"Poorly Performing Teachers" refers to teachers identified through the evaluation process set forth in this policy who demonstrate an inability and/or unwillingness to meet the reasonable expectations of this standards-based evaluation system.

Removal of Poorly Performing Teachers

Poorly performing teachers may be removed, upon recommendation of the Superintendent, either through non-renewal or termination, when the following has been demonstrated:

- a. Failure of a core subject area teacher required to take a written examination to pass such examination;
- b. Failure of a core subject area teacher required to take a written examination to complete required professional development;
- c. Failure of a core subject area teacher to complete all required written examinations;
- d. Receipt of an "Ineffective" rating by a core subject area teacher in the evaluation following passage of a written examination and completion of required professional development;
- e. Receipt by any teacher of two (2) consecutive evaluations with an "Ineffective" rating;
- f. Misconduct constituting good and just cause.

No teacher will be terminated or nonrenewed on the basis of student growth measurement data unless at least three (3) years of such data are available.

Nothing in this policy will be deemed to prevent the Board from exercising its rights to non-renew, terminate or suspend a teaching contract as provided by law and the terms of the collective bargaining agreement in effect between it and the Tolles Education Association. The evaluation system and procedures set forth in this policy shall not create an expectation of continued employment for teachers on a limited contract that are evaluated under this policy. The Board reserves the right to nonrenew a teacher evaluated under this policy in accordance with R.C. 3319.11 notwithstanding the teacher's summative rating.

Forms

The Board adopts the Ohio Department of Education's Ohio Teacher Evaluation System (OTES) for evaluation forms. See Appendix for additional evaluation forms.

R.C. 3319.02, 3319.11, 3319.111, 3319.112, 3319.22, 3319.222, 3319.226, 3319.26, 3319.58, 3333.0411

A.C. 3301-35-03(A)

Appendix

Tolles Career & Technical Center Walkthrough Form

Teacher Name: _____ Grade(s) Subject

Area(s): _____

Evaluator Name: _____ Date: ____/____/____

Time Walkthrough Begins: _____ am/pm Time Walkthrough

Ends: _____ am/pm

Standard	Observations
Focus for Learning	
Assessment Data	
Prior Content Knowledge	
Knowledge of Students	
Lesson Delivery	
Differentiation	
Resources	

Classroom Environment	
Assessment of Student Learning	
Other	

Evaluator Summary Comments:

Evaluator Signature: _____

Copy to Teacher: (date)_____

APPENDIX C-1

TOLLES CAREER & TECHNICAL CENTER
 TEACHER SALARY SCHEDULE
 Effective 2013/14 School Year

Years Column	Salary <BA	Salary BACHELORS	Salary 150 w/BA	Salary MASTERS	Salary MASTERS 30
0	38,479	40,935	42,573	44,517	46,666
1	40,117	42,573	44,415	46,462	48,713
2	41,754	44,210	46,257	48,406	50,760
3	43,392	45,848	48,099	50,351	52,807
4	45,029	47,485	49,941	52,295	54,853
5	46,666	49,122	51,783	54,239	56,900
6	48,304	50,760	53,625	56,184	58,947
7	49,941	52,397	55,467	58,128	60,994
8	51,579	54,035	57,309	60,073	63,040
9	53,216	55,672	59,152	62,017	65,087
10	54,853	57,309	60,994	63,961	67,134
11	56,491	58,947	62,836	65,906	69,181
12	58,128	60,584	64,678	67,850	71,227
13	59,766	62,222	66,520	69,795	73,274
14	59,766	63,859	68,362	71,739	75,321
15	59,766	65,496	70,204	73,683	77,368
16	59,766	67,134	72,046	75,628	79,414
17	59,766	68,771	73,888	77,572	81,461
18	59,766	68,771	73,888	77,572	81,461
19	59,766	68,771	73,888	77,572	81,461
20	59,766	70,409	75,730	79,517	83,508
21	59,766	70,409	75,730	79,517	83,508
22	59,766	70,409	75,730	79,517	83,508
23	59,766	70,409	75,730	79,517	83,508
24	59,766	70,409	75,730	79,517	83,508
25	59,766	70,409	75,730	79,517	83,508
26	59,766	70,409	75,730	79,517	83,508
27	59,766	70,409	75,730	79,517	83,508
28	59,766	70,409	75,730	79,517	83,508
29	59,766	70,409	75,730	79,517	83,508
30	59,766	70,409	75,730	79,517	83,508

TOLLES CAREER & TECHNICAL CENTER
TEACHER SALARY SCHEDULE
Effective 2014/15 School Year

Years Column	Salary <BA	Salary BACHELORS	Salary 150 w/BA	Salary MASTERS	Salary MASTERS 30
0	38,864	41,344	42,998	44,962	47,133
1	40,518	42,998	44,859	46,926	49,200
2	42,171	44,652	46,719	48,890	51,267
3	43,825	46,306	48,580	50,854	53,334
4	45,479	47,960	50,440	52,817	55,401
5	47,133	49,613	52,301	54,781	57,469
6	48,786	51,267	54,161	56,745	59,536
7	50,440	52,921	56,022	58,709	61,603
8	52,094	54,575	57,882	60,673	63,670
9	53,748	56,228	59,743	62,637	65,737
10	55,401	57,882	61,603	64,600	67,805
11	57,055	59,536	63,464	66,564	69,872
12	58,709	61,190	65,324	68,528	71,939
13	60,363	62,843	67,184	70,492	74,006
14	60,363	64,497	69,045	72,456	76,073
15	60,363	66,151	70,905	74,420	78,141
16	60,363	67,805	72,766	76,384	80,208
17	60,363	69,458	74,626	78,347	82,275
18	60,363	69,458	74,626	78,347	82,275
19	60,363	69,458	74,626	78,347	82,275
20	60,363	71,112	76,487	80,311	84,342
21	60,363	71,112	76,487	80,311	84,342
22	60,363	71,112	76,487	80,311	84,342
23	60,363	71,112	76,487	80,311	84,342
24	60,363	71,112	76,487	80,311	84,342
25	60,363	71,112	76,487	80,311	84,342
26	60,363	71,112	76,487	80,311	84,342
27	60,363	71,112	76,487	80,311	84,342
28	60,363	71,112	76,487	80,311	84,342
29	60,363	71,112	76,487	80,311	84,342
30	60,363	71,112	76,487	80,311	84,342

TOLLES CAREER & TECHNICAL CENTER
TEACHER SALARY SCHEDULE
Effective 2015/16 School Year

Years Column	Salary <BA	Salary BACHELORS	Salary 150 w/BA	Salary MASTERS	Salary MASTERS 30
0	39,253	41,758	43,429	45,412	47,605
1	40,923	43,429	45,308	47,396	49,693
2	42,594	45,099	47,187	49,379	51,780
3	44,264	46,769	49,066	51,363	53,868
4	45,934	48,440	50,945	53,346	55,956
5	47,605	50,110	52,824	55,330	58,044
6	49,275	51,780	54,703	57,313	60,132
7	50,945	53,451	56,583	59,297	62,220
8	52,616	55,121	58,462	61,280	64,308
9	54,286	56,791	60,341	63,264	66,396
10	55,956	58,462	62,220	65,247	68,484
11	57,627	60,132	64,099	67,231	70,572
12	59,297	61,802	65,978	69,214	72,659
13	60,967	63,473	67,857	71,198	74,747
14	60,967	65,143	69,736	73,181	76,835
15	60,967	66,813	71,615	75,165	78,923
16	60,967	68,484	73,495	77,148	81,011
17	60,967	70,154	75,374	79,132	83,099
18	60,967	70,154	75,374	79,132	83,099
19	60,967	70,154	75,374	79,132	83,099
20	60,967	71,824	77,253	81,115	85,187
21	60,967	71,824	77,253	81,115	85,187
22	60,967	71,824	77,253	81,115	85,187
23	60,967	71,824	77,253	81,115	85,187
24	60,967	71,824	77,253	81,115	85,187
25	60,967	71,824	77,253	81,115	85,187
26	60,967	71,824	77,253	81,115	85,187
27	60,967	71,824	77,253	81,115	85,187
28	60,967	71,824	77,253	81,115	85,187
29	60,967	71,824	77,253	81,115	85,187
30	60,967	71,824	77,253	81,115	85,187

APPENDIX C-4

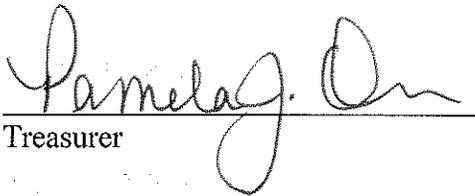
TEACHER SALARY INDEX

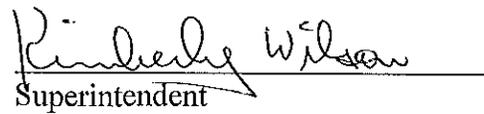
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2	1.08000	1.13000	1.18250	1.24000	1.02000
3	1.12000	1.17500	1.23000	1.29000	1.06000
4	1.16000	1.22000	1.27750	1.34000	1.10000
5	1.20000	1.26500	1.32500	1.39000	1.14000
6	1.24000	1.31000	1.37250	1.44000	1.18000
7	1.28000	1.35500	1.42000	1.49000	1.22000
8	1.32000	1.40000	1.46750	1.54000	1.26000
9	1.36000	1.44500	1.51500	1.59000	1.30000
10	1.40000	1.49000	1.56250	1.64000	1.34000
11	1.44000	1.53500	1.61000	1.69000	1.38000
12	1.48000	1.58000	1.65750	1.74000	1.42000
13	1.52000	1.62500	1.70500	1.79000	1.46000
14	1.56000	1.67000	1.75250	1.84000	1.46000
15	1.60000	1.71500	1.80000	1.89000	1.46000
16	1.64000	1.76000	1.84750	1.94000	1.46000
17	1.68000	1.80500	1.89500	1.99000	1.46000
18	1.68000	1.80500	1.89500	1.99000	1.46000
19	1.68000	1.80500	1.89500	1.99000	1.46000
20	1.72000	1.85000	1.94250	2.04000	1.46000
21	1.72000	1.85000	1.94250	2.04000	1.46000
22	1.72000	1.85000	1.94250	2.04000	1.46000
23	1.72000	1.85000	1.94250	2.04000	1.46000
24	1.72000	1.85000	1.94250	2.04000	1.46000
25	1.72000	1.85000	1.94250	2.04000	1.46000
26	1.72000	1.85000	1.94250	2.04000	1.46000
27	1.72000	1.85000	1.94250	2.04000	1.46000
28	1.72000	1.85000	1.94250	2.04000	1.46000
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30	1.72000	1.85000	1.94250	2.04000	1.46000

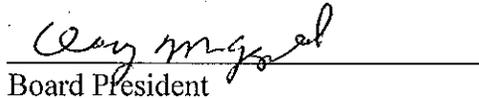
R.C. 5705.412 CERTIFICATION OF
ADEQUATE REVENUE FOR CONTRACT

The Tolles Career & Technical Center has in effect the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District at the time of this certification, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs for all the days set forth in its adopted school calendars and in future fiscal years for the term of the Agreement between the Board and the Tolles Education Association, effective from July 1, 2013 through June 30, 2016.

The District's estimates of revenue and determination of whether such revenue is sufficient to provide necessary operating revenue for the purpose of making certifications required were made consistent with relevant rules of the Auditor of State and Department of Education.


Treasurer


Superintendent


Board President

September 19, 2013