

AGREEMENT

Between

The

Tri-Village Local School District

and

The

Tri-Village Education Association

Effective

July 1, 2014

Through

June 30, 2017



TABLE OF CONTENTS

	PREAMBLE/ GLOSSARY OF TERMS	3
ARTICLE 1	BOARD RIGHTS	3
ARTICLE 2	RECOGNITION	4
ARTICLE 3	ASSOCIATION RIGHTS	4
ARTICLE 4	NON-DISCRIMINATION	5
ARTICLE 5	PAYROLL DEDUCTIONS	5
ARTICLE 6	PAYROLL PROCEDURES	6
ARTICLE 7	SCHOOL CALENDAR	6
ARTICLE 8	HOURS OF WORK	7
ARTICLE 9	WORKING CONDITIONS	7
ARTICLE 10	TEACHER EVALUATION	8
ARTICLE 11	PROFESSIONAL DEVELOPMENT	13
ARTICLE 12	SICK LEAVE	14
ARTICLE 13	SICK LEAVE CONVERSION	16
ARTICLE 14	PERSONAL LEAVE	16
ARTICLE 14.1	PERFECT ATTENDANCE	17
ARTICLE 15	ASSAULT LEAVE	18
ARTICLE 16	JURY DUTY/WITNESS LEAVE	18
ARTICLE 17	SABBATICAL LEAVE	18
ARTICLE 18	MILITARY LEAVE OF ABSENCE	19
ARTICLE 19	MATERNITY LEAVE	19
ARTICLE 20	CHILD CARE LEAVE	19
ARTICLE 21	UNPAID LEAVE OF ABSENCE	20
ARTICLE 22	CONDITIONS APPLYING TO LEAVES	20
ARTICLE 23	FAMILY AND MEDICAL LEAVE	21
ARTICLE 24	PROFESSIONAL MEETING ATTENDANCE	21
ARTICLE 25	TRANSFERS, VACANCIES, AND ASSIGNMENT	22
ARTICLE 26	INDIVIDUAL CONTRACTS	22
ARTICLE 27	REDUCTION IN FORCE	24
ARTICLE 28	GRIEVANCE PROCEDURE	26
ARTICLE 29	SALARY SCHEDULE	28
ARTICLE 29.1	WAGES	29
ARTICLE 30	INSURANCE	29
ARTICLE 31	SUBSTITUTES	31
ARTICLE 32	STRS PICK UP	31
ARTICLE 33	MISCELLANEOUS	32
ARTICLE 33.1	ASSOCIATION-ADMINISTRATION COMMITTEE	33
ARTICLE 33.2	LOCAL PROFESSIONAL DEVELOPMENT COMM.	33
ARTICLE 33.3	TECHNOLOGY UTILIZATION	33
ARTICLE 33.4	PROGRESSIVE DISCIPLINE PROCEDURES	33
ARTICLE 34	SAVINGS CLAUSE	34
ARTICLE 35	NO STRIKE/LOCKOUT	35
ARTICLE 36	IMPASSE	35
ARTICLE 37	COMPLAINTS AGAINST TEACHERS	35
ARTICLE 38	PERSONNEL RECORDS	36
ARTICLE 39	DURATION OF AGREEMENT	37
ADDENDUM A	SALARY SCHEDULE/INDEX	38
ADDENDUM A.1	SALARY SCHEDULE/INDEX	39
ADDENDUM A.2	SALARY SCHEDULE/INDEX	40
ADDENDUM B	SUPPLEMENTAL SALARY SCHEDULE/INDEX	41
ADDENDUM B.2	SUPPLEMENTAL SALARY SCHEDULE/INDEX	43
ADDENDUM C	EVALUATION OF TEACHER PERFORMANCE FORM	45
ADDENDUM D	PROFESSIONAL GROWTH PLAN	53
ADDENDUM E	INFORMAL OBSERVATION	57
ADDENDUM F	SLO SCORING TEMPLATE	58
ADDENDUM G	TUTOR/HOME INSTRUCTION TIME REPORT FORM	60
ADDENDUM H	MILEAGE REIMBURSEMENT FORM	61
ADDENDUM I	GRIEVANCE FORM	62
ADDENDUM J	STAFF NETWORK & INTERNET ACCEPTABLE USE & SAFETY AGREEMENT	63
ADDENDUM K	SICK LEAVE TRANSFER REQUEST FORM	64

PREAMBLE

The Tri-Village Board of Education hereinafter referred to as the "Board" and the Tri-Village Education Association, hereinafter referred to as the "Association" chartered by the Ohio Education Association, do hereby agree that the welfare of the children of Tri-Village Local School District is paramount in the operation of the schools and will be promoted by both parties. The parties, therefore, enter into this Agreement as hereinafter set forth, based on their respective obligations and liabilities.

Because of the above, it is understood and agreed that:

- A. The Board of Education, by law, has the final responsibility for establishing policy in the School District.
- B. The Superintendent and his staff have the responsibility for implementing the policies established by the Board
- C. The Board and the Association subscribe to the principle that differences should be resolved through negotiations and/or the grievance procedure without interruption to the school program.

This Agreement supersedes any and all previous agreements between the parties hereto and is a final and complete agreement of all the negotiated items that are in effect throughout the term of said Agreement.

GLOSSARY OF TERMS

DAY:	Means work day, unless otherwise set forth in the agreement.
FULL-TIME:	Means an employee who works seven and one-half (7.5) hours per day, five (5) days per week
PART-TIME:	Means an employee who works less than seven and one-half (7.5) hours per day.
HALF-DAY:	Means working fifty percent (50%) of full-time regardless of where it falls during the work day.
CEU:	Means Continuing Education Unit.

ARTICLE I **BOARD RIGHTS**

The Board, by mutual agreement with the Association, commits itself to such Association recognition and other conditions of employment as incorporated in the Agreement; and the Board, on behalf of the electors of the District, retains and reserves unto itself the ultimate responsibilities for proper management of the School District conferred upon and vested in it by the Revised Code of Ohio and Constitution of the State of Ohio and the United States, including the responsibility for and the right:

- A. To maintain executive management and administrative control of the school system and its properties and facilities, and the instructional activities of its employees as related to the conduct of school affairs,
- B. To hire all employees and, subject to the provisions of Law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion; and to promote,

and transfer all such employees.

- C. To delegate authority through recognized administrative channels according to current Board policy.
- D. To determine job schedules, the hours of employment, and the duties, responsibilities, and assignments of employees with respect thereto, and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and laws of the State of Ohio and the Constitution and laws of the United States.

ARTICLE 2 **RECOGNITION**

The Association is hereby recognized as the sole and exclusive collective bargaining representative for all regular classroom teachers. Regular classroom teachers, as used herein, shall be defined as classroom teachers, special teachers (art, music, physical education, special education, talented and gifted, library media specialist), nurses, tutors and guidance counselors. Specifically excluded from the bargaining unit shall be any person who serves in the capacity of Superintendent, Assistant Superintendent, Principal, Assistant Principal, or other supervisory positions, and persons providing services to the district through a contract service agreement.

ARTICLE 3 **ASSOCIATION RIGHTS**

As the recognized representative of the teachers, the Association shall have the following rights:

1. Advance copy of Board agendas, and addendums, if available, 24 hours prior to the Board Meeting,
2. The right to address any subject at Board meetings.
3. Copy of official minutes of Board meetings and monthly Treasurer's report.
4. The Association President will be provided a copy of documents of public record upon request without charge.
5. Use of bulletin boards in the teachers' lounges.
6. Use of the Public Address System for announcements to members, except during the student day. Times for making such announcements shall be determined by the Building Principal.
7. Permission to make announcements during faculty meetings.

8. Use of individual teacher mailboxes and interschool mail, including e-mail and the Internet.
9. Permission to visit school buildings by the Association President, his/her designee and/or the Uniserv Consultant. Visitations shall be with permission only, shall not interfere with normal school activities and may be given by the Building Principal or Superintendent. Permission for such visitations shall not be unreasonably withheld.
10. Names of newly employed teachers shall be provided to the Association as early as practicable following Board approval of their contract. The Administration will provide addresses.
11. The Association shall be granted four (4) days of Association leave every school year. Such leave shall be at no loss or gain in pay. Notification for the use of such leave shall be given to the Superintendent or his/her designee at least five (5) school days prior to taking the leave of absence.
12. The Association President shall receive a copy of the Board Policy Book and any updated material for its revision. It shall be each Association President's responsibility to pass the policy book to his/her successor and to notify the Superintendent.

ARTICLE 4
NON-DISCRIMINATION

- A. The parties hereto agree that neither the Board nor the Association shall discriminate against an employee covered hereunder because of his/her membership or non-membership in the Association or his/her activities herein prescribed.
- B. The Board, the Association and each employee will cooperate fully with all applicable laws forbidding discrimination on account of race, religion, color, national origin, ancestry, age, sex, sexual orientation, handicap, marital status, or veteran status.

ARTICLE 5
PAYROLL DEDUCTIONS

- A. Deductions shall be made from each pay check for the following:
 - 1) Federal Income Tax
 - 2) Ohio Income Tax
 - 3) City or School Income Tax, if any
 - 4) Ohio State Teachers Retirement System
- B. Optional deductions may include:
 - 1) Insurance
 - 2) Tax Sheltered Annuities-when at least three employees are enrolled, except those in effect on the date of ratification of this agreement.
 - 3) The regular periodic dues of the United Teaching Profession (TVEA, WOE, OEA, NEA), hereinafter "UTP"
 - 4) Credit Union for school employees.
 - 5) OEA-Fund for Children and Public Education

- C. UTP dues shall be deducted from those teachers who individually and voluntarily authorize such deduction and turn over such authorization to the Treasurer. Deductions shall be in equal amounts and shall begin with the first pay check in October and be made over twenty (20) pay periods of each school year. Any amounts withheld hereunder shall be transmitted to the Association within ten (10) work days following the pay period in which deductions were withheld. With each transmittal of money, the Treasurer shall provide the Association with the name of each employee for whom a deduction was made and the amount deducted from each employee's pay. Such authorizations shall continue from year to year unless otherwise revoked in writing by the individual teacher. Such revocations shall be turned in to the office of the Treasurer by September 15 of the school year.

The Treasurer shall deduct the remaining annual UTP deductions due the Association from an employee's final pay when an employee leaves employment or initiates an unpaid leave of absence after the beginning of the work year.

The Association agrees to indemnify and save the Board and/or its representatives harmless against any and all claims that may arise out of or by reason of action taken by the Board in carrying out the provisions of this section.

- D. Separate checks will be prepared for all supplemental pays. These monies will not be included with regular paychecks.
- E. Supplemental paychecks will be paid no later than:
- ✓ Friday before the 2nd pay in October for fall activities
 - ✓ Friday before the 2nd pay in March for winter activities
 - ✓ Friday before the 2nd pay in May for spring activities & year-long supplementals

ARTICLE 6

PAYROLL PROCEDURES

The Treasurer shall notify annually, no later than the first day of September, each teacher who holds a valid contract for the succeeding school year, the salary to be paid such teacher during that school year. Employees shall be paid in twenty-six (26) equal installments. This salary notification timeline supersedes and replaces the timeline in 3319.12 O.R.C. All other provisions of 3319.12 O.R.C. remain in full force and effect.

A system of electronic transfer of paychecks has been established, and it will be offered to employees on a voluntary basis. Paychecks, or pay stubs for those who electronic transfer, will be in teacher mailboxes on Friday mornings. Paychecks electronically transferred will be in the employee's account on paydays by noon except in those situations where the bank is responsible for a delay.

ARTICLE 7

SCHOOL CALENDAR

The Administration, in seeking to involve teachers in regard to the school calendar, will accept recommendations from the Association by November 1 of any school year. Such recommendations shall be-submitted to the Superintendent.

ARTICLE 8
HOURS OF WORK

The normal teaching hours of full-time teachers covered hereunder shall not be more than seven and one-half (7-1/2) hours per teacher work day in the adopted school calendar, including a 30 minute duty-free lunch period. The school year shall be one hundred eighty-five (185) school days.

The Board of Education recognizes that staff, in the performance of their duties at open house, parent/teacher conferences and faculty meetings, may stay past 3:15 p.m. It is the responsibility of the administration to assure that faculty time be used judiciously in these situations. Two release days worked into the calendar will compensate for parent/teacher conferences.

Teachers who are required to perform other duties or attend other functions outside of the regular contract day/year shall be compensated in an amount equal to their pro-rated per diem rate.

If extra duties beyond the contract day/year are due to grants awarded, then stipends will be given. If no stipend monies are included in the grant then the teacher will be compensated in the amount equal to the teacher's pro-rated per diem rate.

Teachers that volunteer to be on committees that meet outside the regular contract day/year will not be compensated for their extra time.

Each full-time teacher shall have a daily minimum preparation/conference/evaluation time consisting of a weekly equivalent of forty (40) minutes for each full day of work. Part-time teachers shall have daily preparation time proportional to their work hours.

On days when a delay in the starting time for school is announced, reporting time for teachers will be 15 minutes before the start of the school day.

ARTICLE 9
WORKING CONDITIONS.

A. Health and Safety

1. The Tri-Village Board of Education accepts its responsibility to provide a safe, healthy working environment for teachers and students.
2. The Superintendent will make sure that employees and students are properly trained in safety methods, that protective devices and equipment are available to meet safety standards, and that proper rules and records are maintained to meet the requirements of the law.
3. First aid kits will be distributed to each classroom and restocked as needed.
4. There shall be no reprisal, coercion, or discrimination against any employee for reporting any unsafe or unhealthy working condition, or for refusing to work in an unsafe environment or to perform unsafe tasks.

5. The established joint safety and health committee will continue to function and meet on an as needed basis.

B. Facilities for teachers

1. Where physically practicable, classrooms shall have space in which instructional materials and supplies may be kept. Existing telephone facilities may be used by teachers in accordance with procedures established by the Administrator. Where physically practicable, existing teacher lounges and adequate free parking facilities close to each building should be provided. There will be restroom facilities in each building suitable for adult use, and such restroom facilities shall allow for privacy. Classrooms shall have adequate whiteboards and bulletin boards to complement the classroom teachers' instructions.

C. Integrating Special Needs Students

1. The Board recognizes the rights of regular and special area teachers to preserve the educational balance in their classrooms. The following may be used by the teachers who have or will have one or more special needs students included into their classes:
 - a. The receiving teacher(s) at the appropriate level have the right to be present at any placement committee meeting. This includes the annual IEP review.
 - b. The receiving teacher(s) can request a placement committee meeting at any time to review the student(s) placement. This meeting will take place promptly.
 - c. Support services required by the IEP will follow the student into the regular classroom.

D. Medical needs

1. Regular classroom teachers (other than the School Nurse) will not be required to do medical care or nursing duties. Teachers will also not be required to perform custodial care (i.e. diapering, toileting, lifting).
2. Each teacher at each grade level will be notified of medical problems for which accommodation needs to be made.

ARTICLE 10
TEACHER EVALUATION

Teachers shall be evaluated in accordance with State law and the standards-based, statewide teacher evaluation framework adopted by the State Board of Education and the policy of the Tri-Village School District Board of Education.

A. APPLICATION

Notwithstanding Ohio Revised Code § 3319.09, this evaluation program applies only to teachers who are licensed, certificated, or have a permit issued under 3319.301 and who spends at least 50% of his/her time providing student instruction.

The evaluation program set forth in this Article does not apply to substitute teachers or any other individuals who are not members of the bargaining unit.

B. EVALUATORS

1. The Superintendent will select evaluators for teachers at or below the expected level of student growth on the student growth measure dimension of the evaluation.
2. Any teacher with an above-expected level of student growth on the student growth measure dimension of the evaluation may have the option of selecting his/her own evaluator from the list of available, credentialed District evaluators. The Superintendent will have the option to select the evaluator for teachers in this category if, in his/her judgment, the selected evaluator is unduly burdened with evaluations.
3. All evaluations will be conducted by persons holding evaluator credentials established by the Ohio Department of Education (ODE).

C. EVALUATION TIMELINE

1. Each teacher shall be evaluated once each school year.
2. The annual evaluation will be based on two formal observations of at least 30 minutes each and periodic walkthroughs conducted over the course of the school year, subject to the following two allowances:
 - a) Three formal observations of at least 30 minutes will be conducted for teachers who are on limited or extended limited contracts pursuant to ORC 3319.11 and who may be considered for nonrenewal.
 - b) Any teacher who receives an effectiveness rating of “Accomplished” on the teacher’s most recent evaluation will be evaluated only once every two years.
3. All final teacher evaluations will be completed by May 1 of the school year in which they are conducted
4. Each teacher will be provided with a written copy of the evaluation results by May 10.

D. Effectiveness Rating

1. Beginning in the 2014-2015 school year, each teacher evaluation will result in an effectiveness rating of:
 - “Accomplished”
 - “Skilled”
 - “Developing” or
 - “Ineffective”

2. Fifty percent (50%) of the evaluation will be based on teacher performance and fifty-percent (50%) will be based on student growth measures.
3. Teacher Performance and Student Growth Measures ratings will be combined to reach the summative teacher effectiveness rating.
4. The parties recognize that the Board of Education is obligated to submit to the ODE the number of teachers for whom an evaluation was conducted and the number teachers assigned each effectiveness rating. However, teachers' names and any other personally identifiable information shall not be reported to the ODE.

E. OBSERVATIONS

1. Schedule of Observations - A minimum of two (2) formal observations shall be conducted before April 15. A formal observation shall last a minimum of thirty (30) minutes. There shall be at least three (3) weeks between formal observations.
2. Pre-Observation Conference - All formal observations shall be preceded by a conference between the evaluator and the teacher in order for the teacher to explain plans and objectives for the work situation to be observed.
3. Post-Observation Conference – Observations resulting in identification of performance deficiencies shall be followed by a post-observation conference, which shall be held no more than five (5) workdays after each formal observation. Such conferences shall be used to inform the teacher if observed instructional practices are aligned with the expectations that are identified in the teacher's professional growth or improvement plan and to make suggestions for improvement.

F. EVALUATION INSTRUMENT

1. The official evaluation instrument of the Tri-Village School District shall be the Teacher Performance Evaluation Rubric developed by the Ohio Department of Education as part of its OTES model system. That rubric is attached as Addendum C.
2. The scoring process under the OTES Rubric is expected to occur upon completion of each thirty (30) minute observation.

G. WALKTHROUGHS

1. Informal walkthroughs shall be announced or unannounced, and there shall be no limits on the number of walkthroughs that may be conducted.
2. When an informal walkthrough is to become part of the teacher's evaluation, the evaluator will use the "Informal Observation/General Form" prepared by the ODE and attached as Addendum E. The teacher will be provided a copy of the completed form upon request.

H. CALCULATING STUDENT GROWTH

1. The student academic growth portion of the evaluation shall be measured by use of multiple measures based upon the course(s) taught by the particular teacher:
 - a. Value-added scores will be relied upon exclusively in evaluations of teachers who teach courses where value-added scores are available.
 - b. When a teacher is responsible for both value-added and non-value-added courses, the student growth portion of the evaluation will be calculated in proportion to the part of a teacher's schedule of courses or subjects for which the value-added scores are available.
 - c. For courses in which no value-added scores are available, teachers will be responsible for preparing student learning objectives (SLO) to be approved by the appropriate administrator.
 - i. The deadline for the submission of Student Learning Objectives (SLOs) shall not be prior to the end of the teacher workday on Friday of the second full week of student attendance. Once established the actual calendar date will be provided to all teachers via written notification.
 - ii. Where available, an ODE-approved vendor assessment must be relied upon to evaluate whether SLOs have been met.
 - 1) That assessment must be chosen prior to submission of the SLO to the administration for approval.
 - 2) The teacher must administer the final assessment by April 15 and submit the scores to his/her evaluator.
 - iii. Where ODE approved assessments are unavailable (art and music, for example), the teacher will be expected to present an appropriate locally determined measure along with the proposed SLO for review no later than four weeks after the beginning of the school year.
 - iv. By April 15, the teacher must rate and score the SLO by using the ODE's "SLO Scoring Template," attached at Addendum F to determine the attainment of student growth targets and also submit this information to the evaluator.
 - v. The Evaluator shall use ODE guidance to combine SLO scores for input into eTPES.
2. Data from the student growth measures set forth above shall be converted to a score in one of three levels of student growth: 1) "Above"; 2) "Expected"; and 3) "Below" as provided for in the ODE guidelines:

3. In the calculation for student academic growth, students shall be excluded per state law and regulation.

I. PROFESSIONAL GROWTH AND IMPROVEMENT PLANS

1. Teachers who meet “Above-Expected” or expected levels of student growth must develop a professional growth plan using the ODE form attached as Addendum G.
2. Teachers who meet “Below-Expected” levels of student growth must comply with an improvement plan developed by the evaluator using the ODE form attached as Addendum G.
3. Professional growth and improvement plans for a school year shall be developed no later than ten (10) work days after the first day of school.
4. Professional growth and improvement plans shall describe the performance expectations, resources, and assistance to be provided to the teacher.
 - a. All teachers will receive professional development opportunities.
 - b. Teachers on an improvement plan will be provided additional professional development opportunities and support as needed.
 - c. A minimum of a six (6) week period of time will be given to the teacher to meet the requirements of the improvement plan.

J. RESPONSE TO EVALUATION, REBUTTAL AND RIGHT TO GRIEVE

1. The teacher shall have the right to make a written response to the evaluation and to have that response attached to the evaluation report to be placed in the teacher’s personnel file. A copy, signed by both parties, shall be retained by the teacher.
2. The teacher shall have the right to file a grievance for violations of the procedure for evaluations as set forth herein. The teacher shall have the right to file a grievance for adverse employment actions resulting from the evaluation.

K. Testing for Teachers in Core Subject Areas

1. Beginning with the 2014-2015 school year, teachers of core subject areas (as defined by State law) who have received a rating of “Ineffective” for two of the three most recent school years must register for and take all written examinations of content knowledge selected by the ODE.
2. The Board of Education shall pay for the examination(s).
3. If a teacher passes the examination(s) and provides proof of passage to the Board, he/she will not be required to take such examinations 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. The teacher will be required to complete professional development that is target to the deficiencies identified in the teacher's evaluations.

4. The receipt by the teacher of a rating of "ineffective" on the teacher's next evaluation after completion of professional development or the failure of the teacher to complete professional development shall be grounds for termination.

L. PROMOTION, RETENTION AND REMOVAL DECISIONS

1. Beginning in 2014-2015, a teacher's annual evaluation shall be considered for retention and promotion decisions and for the removal of poorly performing teachers. Seniority shall not be the basis for making such decisions, except when making a decision between teachers who have comparable evaluations.
2. When a district or building administrator deems that a teacher's performance is ineffective/unsatisfactory and it is the administrator's intention to recommend non-renewal of a contract, termination of a contract, non-approval of a request for a continuing contract, or other adverse change in employment status, the teacher shall be notified in writing at least seven (7) days prior to the adverse recommendation.
3. A conference shall be held between the teacher and the administrator responsible for the adverse recommendation prior to any final recommendation to the Board of Education. The teacher shall have the right to a representative at this conference.

M. TRAINING

Training and information about the evaluation framework and system is widely available on the website of the Ohio Department of Education. Additional training may be provided to individual teachers upon request, at the Board's expense, upon a showing of good cause and at the discretion of the Superintendent.

N. NON-DISCRIMINATION

In evaluating a teacher's performance, evaluators will not make judgments, or otherwise discriminate, on the basis of an employee's age, gender identification, race, ethnicity, national origin, religion, sexual orientation, marital status, military status, disability, union membership or union activism.

ARTICLE 11
PROFESSIONAL DEVELOPMENT

- A. **In-Service** -- The Board may designate two (2) full or part-time days on the school calendar as in-service education training days. An In-Service Committee selected by the Superintendent and the Association President shall plan, recommend and, after the Superintendent's approval, implement educationally oriented professional improvement programs. The Committee's plan must include cost estimates.

The Board may establish an in-service program appropriation of not less than \$400.00 to be used for reimbursement of necessary, reasonable and actual expenses incurred in implementing such

in-service program.

- B. **Entry year program** as per Faculty Handbook.
- C. **Continuing Education Units** will be provided for professional development completed at the school.
- D. **Tuition Reimbursement** - The Board agrees to establish a fund for tuition reimbursement. The fund will be evenly distributed to all certified/licensed staff who have proof of legitimate graduate earned credit with either a C or higher grade or a P status. Employees may not receive more than their actual tuition costs. Employees must provide to the Superintendent by June 15th of each year, proof of course taken, grade received and payment made, in order to qualify for reimbursement. Payment shall be made by August 31 of each year. The fund will be closed out each year regardless of how much has or has not been used, and a new fund of \$4,000 will be established.

ARTICLE 12 **SICK LEAVE**

A. Accumulation

A full-time teacher shall be entitled to one and one-fourth (1 1/4) days of sick leave per calendar month of completed service, unless on a leave of absence, or a total of fifteen (15) days per year, subject to a maximum accumulation of two hundred sixty (260) work days. Half-time teachers shall have a pro rata portion of the above benefits. Sick leave may be used in one-fourth day increments.

B. Uses of Sick Leave

1. For absences due to personal illness, pregnancy, recovery from childbirth, injury, exposure to contagious disease which could be communicated to other employees or to students, medical or dental appointments, when such cannot be scheduled during non-working hours, and to care for an ill or injured member of the teacher's immediate family.

Teachers may use accumulated sick leave for any disabling complication of pregnancy or childbirth, provided she is on active pay status at the time disability occurs. An estimate of the length of time the teacher will be off must be provided to the teacher's principal.

The immediate family shall be defined as the teacher's mother, father, step-mother, stepfather, foster parent, father-in-law, mother-in-law, husband, wife, child (including step-child, foster child, or adopted child), daughter-in-law, son-in-law, brother, sister, grandparents, grandchildren, or other person living as a permanent resident of the teacher's household for a period of at least one year.

2. To attend the funeral of a member of the immediate family or a near relative, this leave shall be limited to up to three (3) consecutive days per occurrence. A near relative shall be defined as the teacher's aunt, uncle, niece, nephew or first cousin. In ease of extenuating circumstances, with approval of the Superintendent, additional sick leave days may be granted.
3. To attend the funeral of a relative other than a member of the immediate family or near relative, this leave shall be limited to one (1) day. Up to one (1) additional day chargeable to sick leave

may be granted under this paragraph or paragraph 2 above at the discretion of the Superintendent and if the travel distance to the funeral is a distance of 200 miles or more, one way. Distance shall be calculated from the employee's current official residence as is on record in the Central Office to the residence of the deceased relative. Proof of such distance shall be the responsibility of the teacher.

C. Responsibility

All teachers shall be responsible for notifying their Building Principal or his/her designee when sick leave is to be used. Failure to notify the appropriate person maybe grounds for denial of benefits. Medical evidence may be required in accordance with the provisions of Section 3319.141, Ohio Revised Code.

Teachers are to contact their building administrator or his/her designee no later than 6:30 a.m. when sick leave is to be used. The principal's office shall be notified by 2:30 p.m. each day and advised as to the attendance of the teacher for the next day in order to facilitate retaining a substitute teacher.

All teachers are required to complete their sick leave request in employee KIOSK no later than five (5) days following the last day leave is used. Failure to timely submit the sick leave request may result in a denial of the sick leave benefits.

D. False Claim

No payment of salary or benefits will be made for an unauthorized absence, and/or abuse of sick leave benefits. An unauthorized absence and/or sick leave abuse may be considered as grounds for disciplinary action.

E. Advancement

In the event a teacher has not accumulated sick leave credits, an advancement of five (5) sick leave days shall be provided in accordance with the provisions of Section 3319.141, Ohio Revised Code. Said advance shall be charged against the sick leave he/she subsequently accumulates. No benefit shall be paid hereunder unless the teacher is physically able to earn subsequent sick leave credits.

F. Emergency Closings

Should the schools be closed during the period of a teacher's sick leave by an "emergency" day or holiday, as called by the Superintendent, such teacher will not be charged with a sick leave day.

G. Sick Leave Transfers

Full-time teachers are eligible to participate in a transfer of sick leave days. Request for the transfer of sick leave days must be made on the Sick Leave Transfer Request form, which is identified as Addendum I. The employee must qualify for sick leave as defined by the contractual agreement. Sick leave transfer can be applied for only when ALL leave is exhausted from an employee including personal leave. Only earned sick leave may be transferred. Application for sick leave transfer must be made prior to the date of requested usage, unless there are mitigating circumstances agreed by the School District and Association that would qualify as emergency use, and must be reported to the District Treasurer in one week blocks for accounting purposes. Management of leave transfers will be the sole responsibility of the Tri-Village Education Association. Sick leave transfers are at will from any eligible employee to any eligible employee and only carry a "day value" and not a "dollar value." Article 12, section G is not subject to the grievance process.

ARTICLE 13
SICK LEAVE CONVERSION

A. General

The following shall be applicable to the conversion of accumulated and unused sick leave at the time of retirement or death of an employee Covered hereunder.

B. Employees Eligible For Conversion

"Employees" as used in this Article is defined as any employee who:

1. Has been employed by the Board continuously for a period of at least five (5) years prior to the date of retirement.
2. Accrues sick leave pursuant to the provision of the Revised Code of Ohio,
3. Is eligible to receive a retirement pension benefit as a result of employment by the Board pursuant to the provisions of the Revised Code of Ohio and has had an application approved by the applicable Retirement System.
4. Retires from the employment of the Board after the effective date of this Agreement.

C. Conversion Factor

All sick leave accumulated by eligible employees as defined in "B", up to a maximum of two hundred sixty (260) total days shall be converted to severance pay and paid as such on the basis of one (1) day of severance pay for each four (4) days of unused and accumulated sick leave converted subject to the following:

1. The maximum number of days paid as conversion pay under this article shall be sixty-five (65).

D. Miscellaneous

Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Payment shall be based on the employee's rate of pay at the time of retirement. Such payment shall be made only once to any employee.

E. In the event of the death of an employee covered hereunder who is otherwise eligible for severance pay, such employee shall be deemed to have made application for severance pay. Payment of the severance pay shall be made to the employee's estate and shall be released to the qualified appointed Executor or Administrator of the employee's estate.

ARTICLE 14
PERSONAL LEAVE

A. Subject to the conditions set forth herein, all teachers covered hereunder shall be entitled to receive up to three (3) unrestricted non-cumulative days of personal leave each school year without loss of salary.

NO CHARGE AGAINST ACCRUED SICK LEAVE

B. The personal leave days granted under the provisions above shall be in addition to any earned sick leave benefits to which a teacher may be entitled and shall not be charged against any sick leave accumulation which have accrued.

- C. Any unused personal leave day shall not be carried as an accumulation beyond the school year in which earned.
- D. Half-time service teachers may be granted one-and-one-half (1 1/2) days of personal leave which may be taken on a half-day basis.

USE OF PERSONAL LEAVE

- E. Such personal leave must be taken in one-half or whole day increments. Application for Personal Leave must be submitted in employee KIOSK.
- F. Except in a case of an emergency which prevents the teacher from securing advance approval, or in the case of severe snow storms delaying arrival, teachers desiring to take personal leave must submit an application for such leave, at least five (5) work days in advance of the day desired off, to the applicable principal. The principal shall indicate on the application form his/her recommendation regarding the application. Such application must indicate that personal leave is taken in one-half or one day segments.

RESTRICTIONS ON THE USE OF PERSONAL LEAVE

- G. Personal leave may not be taken on the following occasions unless extenuating circumstances or an emergency merits approval of the Superintendent or his/her designee. Leave requests hereunder shall not be unreasonably denied.
 - 1. No Personal leave will be granted during the ten (10) student days immediately prior to the end of the school year, except for graduation exercises if employee is the immediate family.
 - 2. When ten percent (10%) of the total staff on any given date is absence unless extenuating circumstances merit approval by the Superintendent. Leave requests hereunder shall not be unreasonably denied.

PAYMENT IN LIEU OF PERSONAL LEAVE

- H. If personal leave days, or portions thereof, are not used by the employee, that employee shall receive payment in lieu of with the amount being \$60.00 per day not used. Payment will be made the second pay in September, after the school year in which the personal days could have been used.

ARTICLE 14.1 **PERFECT ATTENDANCE**

Certified/licensed staff members shall be paid for perfect attendance incentive based on non-use of both sick leave and personal leave days within a contracted year. A payment of \$300.00 for perfect attendance will be paid in the second pay in September after the school year in which sick and personal leave days could have been used.

ARTICLE 15
ASSAULT LEAVE

- A. If a teacher covered hereunder suffers incapacitation from normal duties as a result of a battery in performance of contractual duties occurring on the school premises or during a school sponsored function, such assault shall be reported immediately to the principal or other administrator in charge who shall initiate an investigation of the incident not later than twenty-four (24) hours following receipt of the report. When such an assault results in absence from duty for medical reasons, the absence will not be charged to sick leave for the first ten (10) day period. Sick leave benefits may be utilized thereafter except as may be set forth in paragraph C below,
- B. The teacher and the principal shall cooperate with police and judicial authorities with respect to the decision to file criminal charges as well as in any subsequent judicial proceeding, if necessary. Teachers will receive time off with no loss in pay for time spent in judicial proceedings as requested by police or judicial officers.
- C. If the teacher so elects, application may be made for a determination of weekly disability benefits pursuant to the Ohio Workers' Compensation Act in lieu of utilizing sick leave benefits.

ARTICLE 16
JURY DUTY/WITNESS LEAVE

- A. A teacher shall be released from his/her duties when the teacher serves as a juror. The teacher shall continue to receive his/her regular pay during such absence, but upon return from jury duty, the teacher shall return the jury duty fee received from the Court to the Board Treasurer.
- B. Any teacher subpoenaed as a witness on behalf of the Board, or in a school related matter where the teacher is subpoenaed and the Board is not a party to the action, or a personal matter other than a suit against the board, the teacher shall not lose pay for the appearance time.

ARTICLE 17
SABBATICAL LEAVE

A full-time teacher who has completed five (5) years of service may, with the permission of the Board and the Superintendent, be entitled to take a leave of absence for one (1) or two (2) semesters subject to the following restrictions: The teacher shall present to the Superintendent for approval, a plan for professional growth prior to such a grant of permission, and at the conclusion of the leave provide evidence that the plan was followed. The teacher shall be required to return to the District at the end of the leave for a period of at least one (1) year, if requested by the Board, unless the teacher has completed twenty-five (25) years of teaching in this State.

The Board shall not grant such a leave unless there is available a satisfactory substitute, nor grant such leaves to more than five (5%) percent of the professional staff at any one time, nor allow a part salary in excess of the difference between the substitute's pay and the teacher's expected salary, nor grant a leave longer than one (1) school year, nor grant a leave to any teacher more than once for each five (5) years of service, nor grant a leave a second time to the same individual when other members of the staff have filed a request for such a leave.

ARTICLE 18
MILITARY LEAVE OF ABSENCE

Any teacher who leaves a teaching position, by resignation or otherwise, and within forty (40) school days thereafter, enters the armed services of the United States or the auxiliaries thereof, and who returns from such service with a discharge other than dishonorable, shall be reemployed by the Board under the same type of contract as that which he/she last held, if such teacher within ninety (90) days after such discharge, applies to the Board for reemployment. Upon such application, such teacher shall be reemployed at the first of the next school semester, if such application is made not less than thirty (30) days prior to the first of such next school semester, in which case such teacher shall be reemployed the first of the following school semester, unless the Board waives the requirement for such thirty (30) day period.

For the purposes of seniority and placement on the salary schedule, years of absence in the service of the armed services of the United States or the auxiliaries thereof, shall be counted as though teaching service has been performed during such time.

The Board may suspend the contract of the teacher whose services become unnecessary by reason of the return of a teacher from service in the armed services or auxiliaries thereof, in accordance with Section 3319.17 of the Revised Code.

ARTICLE 19
MATERNITY LEAVE

Repealed as of May 18, 2009

ARTICLE 20
CHILD CARE LEAVE

The Board shall grant a leave of absence without pay to a teacher for the care of a newly born infant, except that when both parents of said infant are employed by the Board only one parent may be granted such a leave at the same time.

When teachers request child care leave, written notification of such a request shall be sent to the office of the superintendent at least thirty (30) days in advance of the effective date. Child care leave may be requested for the balance of a grading period, the balance of a semester, or the balance of the school year. The date of the teacher's expected return must be included in the request.

If the leave was granted for the balance of the second semester or the balance of the school year, the teacher shall notify the Board, through the Superintendent, prior to March 1, if the teacher intends to return to work at the beginning of the following school year or if the teacher desires a one (1) year extension of the leave which must be for the next full school year or if the teacher intends to resign at the end of the school year. The Board shall grant the extension if it is requested. During the one (1) year extension, the teacher shall notify the Board, through the Superintendent, prior to March 1, if the teacher intends to return to work at the beginning of the following school year. If the teacher does not choose to return to work after the one (1) year extension, he/she will submit a letter of resignation to the Superintendent prior to March 1. A teacher returning to work at the expiration of any such leave described in this article shall assume the contract status which he/she held prior to such leave.

Upon request, child care leave shall be granted for the adoption of a child. The leave shall begin at a time mutually agreed upon between the Superintendent and the teacher. All considerations for a leave of absence for adoption are subject to the preceding considerations stated for child care leave.

ARTICLE 21
UNPAID LEAVE OF ABSENCE

- A. Upon the written request of a teacher, the Board may grant a leave of absence for a period of not more than two (2) consecutive school years for purposes not otherwise set forth in this Agreement, and shall grant such leave where illness or other disability is the reason for the request. Upon subsequent request, such leave may be renewed by the Board. Without request, the Board may grant similar leave of absence and renewals thereof to any teacher because of physical or mental disability, but such teacher may have a hearing on such unrequested leave of absence or its renewal in accordance with Section 3319.16 of the Revised Code.

Upon the return to service of a teacher at the expiration of such leave, he/she shall assume the contract status which he/she held prior to such leave.

- B. Leaves of absence without pay for five (5) days or less may be granted at the discretion of the Superintendent. His/her approval or disapproval shall be final and not subject to the Grievance Procedure.

ARTICLE 22
CONDITIONS APPLYING TO LEAVES

The following conditions shall apply to all leaves listed below:

- Sabbatical
- Child Care
- Unpaid

Time spent on approved leaves of absence shall not count toward seniority for any purposes described in this agreement. An approved leave of absence shall not be considered time worked for the purpose of determining seniority.

While on leave, a teacher will remain part of the employee group for insurance purposes, provided the teacher pays to the treasurer monthly, in advance, the full cost for the insurance premiums which he/she wishes to maintain.

Upon return from leave, the teacher shall be returned to the position held prior to the leave and contract status held prior to the leave.

ARTICLE 23
FAMILY AND MEDICAL LEAVE

Notwithstanding other provisions of this agreement, the Board agrees to abide by the provisions of the Family and Medical Leave Act of 1993.

1. A year shall be defined as the twelve (12) month period of time from the last usage of this leave under FMLA by the employee.
2. The Board shall return the employee taking a leave under this article to the same position he/she occupied prior to the leave.
3. The Board shall continue to pay the Board contribution to the current health insurance coverage for the employee while he/she is on leave under this article provided these insurances were in place for the employee at the time of the FMLA leave request.
4. The taking of a leave under this article shall not result in the loss of any employment benefit accrued prior to the date the leave commenced.

ARTICLE 24
PROFESSIONAL MEETING ATTENDANCE

- A. During each school year, three (3) professional leave days shall be granted upon request for attendance at clinics, workshops, professional meetings, conferences, or other educational experiences involving the teaching or extracurricular duties of employees.
- B. When granted, with reimbursement approval, the Board will reimburse teachers for actual expenses subject to the maximums set forth below.
 1. Travel -- current IRS rate per mile for round trip mileage within the State of Ohio.
 2. Housing -- not to exceed \$65.00 per night. Teachers are encouraged to share accommodations whenever possible.
 3. Meals not to exceed \$30.00 per day.
 4. Registration fees not to exceed \$150, except those meetings where the school district is required to send a representative, in which case the Board shall pay the required fee.
- C. Application must be approved in employee KIOSK by the principal and Superintendent at least ten (10) school days in advance of the planned Professional Leave, unless waived by the Superintendent.

All mileage and professional expenses shall be filed with the Superintendent not later than the 10th day of the month following the month in which the expenses were incurred. The teacher shall include receipts for those expenditures for which he/she expects reimbursement. Costs will not be reimbursed for any items not listed in advance of the leave on a requisition form submitted at the time of the application for professional leave and approved by the principal and superintendent. The Superintendent is required to approve all Professional Leaves for which expenses are requested.

ARTICLE 25
TRANSFERS, VACANCIES, AND ASSIGNMENTS

- A. Any request by an employee covered hereunder for a transfer to a different assignment shall be made in writing to the Superintendent on or before April 1 of each calendar year. Transfer requests shall set forth the reasons for requesting such a transfer.
- B. Employees requesting transfers as provided for in this article shall, upon request, be afforded the opportunity for an interview with the Superintendent or his/her designee.
- C. A vacancy shall be defined as a position which is available due to retirement, resignation, non-renewal, death, authorized leave-of-absence, transfer, or newly created position which the Board determines to fill.
- D. Vacancies in certificated/licensed and supplemental positions occurring during the school year shall be posted in conspicuous places in each building for a period of not less than seven (7) working days. Notice of summer vacancies shall be sent out via the One-Call system.
- E. Assignments by the Superintendent, when no requests for transfer or assignment have been made by teachers, shall not be made in an arbitrary or capricious manner. In the case of assignment to a vacancy where a request for transfer has been made by more than one teacher, consideration will be given to the most senior teacher when qualifications are relatively equal.
- F. Administration will make every effort to not involuntarily transfer a teacher two years in a row, but reserve the right if operation of the school necessitates it.

ARTICLE 26
INDIVIDUAL CONTRACTS

A. Contractual Status

All certificated/licensed teachers shall be given a limited or continuing contract based upon

- 1. The type of certificate/license possessed,
- 2. Training and educational background, and
- 3. Teaching experience.

The Board shall recognize all previous teaching experience when employing a teacher. Previous experience shall include K-12 teaching in public school and publicly supported special schools as such is set forth in the Ohio Revised Code and may additionally include teaching experience in private schools, universities, colleges, and publicly supported junior or community colleges.

All contracts offered to teachers must be returned to the Superintendent within fourteen (14) days.

B. Limited Contracts

The Board may issue multiple year limited contracts to teachers who have evidenced satisfactory teaching through the Teacher Evaluation System. Additionally, multiple year contracts may be issued to

those teachers who have an expiring certificate, if said teachers have submitted renewal applications for their certificates to the Superintendent by March 1. Any limited contract of more than one (1) year's duration shall be for periods of two (2), three (3) or five (5) years. Consecutive one (1) year contracts shall be limited to two (2), except where a teacher's temporary certificate could expire during the term of a multiple year limited contract, where program cuts are likely to occur during the term of a multiple year limited contract or in those circumstances where student enrollment is likely to cause a reduction in force of a teacher otherwise eligible for a multiple year limited contract. Except to the extent provided herein, teachers not eligible for continuing contracts and who have been employed as teachers by the Board on a limited contract basis for more than eight (8) years, shall be given, at the minimum, two (2) year limited contracts, provided the Board may, in lieu of non-renewal, offer a one (1) year probationary contract if the teacher's written evaluation warrants same.

C. Continuing Contracts

In order to be eligible for a continuing contract, a teacher must meet the requirements specified in the Ohio Revised Code. Teachers who have had a continuing contract elsewhere in Ohio become eligible for a continuing contract after serving a two (2) year period in the Tri-Village Schools. Teachers who have met all legal requirements to become eligible for a continuing contract but whose work has been evaluated as being less than satisfactory, using the prescribed evaluation procedures, shall be notified in accordance with said evaluation procedures and Ohio Revised Code 3319.11, which currently states that they may be placed on a limited contract for a period of not more than two (2) years, provided they are given written notice of the intent to issue such limited contract, with reasons directed at professional improvement of the teacher on or before June 1. If they are reemployed at the end of this limited contract period, they shall be granted a continuing contract.

D. Supplemental Contracts

Teachers who are employed and are to be compensated by the Board for approved supplemental (or extended-time) duties in addition to regular teaching duties, shall be employed on "supplemental contracts."

A teacher who is hired to perform an extra-curricular duty shall receive a written supplemental contract that shall include the duties to be performed, the schedule level, years experience, and the contract year.

A teacher's performance of contracted supplemental duties may not adversely affect personnel decisions regarding the employee's regular employment. A teacher may decline a supplemental position without fear of reprisal.

When a supplemental position is declared vacant, such vacancy shall be posted in accordance with Article 25. Consideration for filling supplemental contract positions shall be given in the following manner and order:

1. Qualified certificated/licensed staff members in the district.
2. Qualified certificated/licensed staff members outside the district.
3. Qualified non certificated/non licensed individuals.

A supplemental contract shall automatically expire at the end of its term without further action by

the Board. In any case where the Board intends to fill a supplemental position, and where the incumbent in that position is a member of the bargaining unit, if the Board does not intend to rehire the incumbent for the succeeding school year, the following procedure shall apply:

1. The incumbent will be notified in writing one week in advance of the board meeting where action is to be taken, that it is the Board's intent not to rehire the individual to the supplemental position. Upon request, the incumbent is entitled to an interview with the appropriate administrator, who will explain the reasons for the decision.
2. The decision to not rehire shall not be subject to the grievance procedure.

ARTICLE 27 **REDUCTION IN FORCE**

When, by reason of decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, or by reason of suspension of schools or territorial changes affecting the district, grade or curricular changes, or for financial reasons, a board of education decides that it will be necessary to reduce the number of teachers by suspension of contracts, it may make a reasonable reduction.

In making such reduction, the Board shall proceed to suspend contracts in accordance with the provisions of O.R.C. § 3319.17.

If it is deemed necessary by the Board to reduce staff, the Board shall proceed to suspend contracts for teachers who have been evaluated in accordance with the evaluation procedure of this Agreement. Suspension of contracts shall be recommended by Certification/Licensure area and the order shall be based on the following:

1. First, the Board shall accomplish any necessary reductions in staff through attrition (i.e. retirement, voluntary resignation, etc.), before any suspension of contracts.
2. Second, should it be necessary to suspend contracts to achieve the necessary reduction in staff, limited contract teachers shall be reduced first utilizing the following order:
 - a. Certification/Licensure within the affected teaching field,
 - b. Consideration of the performance evaluations set forth in this Agreement.
 - c. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field the first to be suspended.
3. Third, should the necessary reduction of staff exceed the number of limited contract teachers in the affected field, only then shall continuing contract teachers be reduced by utilizing the following order:
 - a. Certification/Licensure within the affected teaching field.
 - b. Consideration of the performance evaluations set forth in this Agreement.

- c. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior continuing contract teacher in the affected teaching field the first to be suspended.
- d. Using the exclusive criteria in this provision, the District will establish the order in which members' contracts are suspended.

Seniority

Where seniority is a consideration, the following procedures apply:

- a. All members of the faculty will be placed on a seniority list for each teaching field for which they are properly certificated/licensed. Said list is to be prepared and maintained by the Superintendent and given to the Association President upon request. Teachers serving under continuing contracts will be placed at the top of the list, in descending order of seniority. Teachers serving under limited contracts will be placed on the list under continuing contract teachers, also in descending order of seniority.
- b. Seniority will be defined as the length of continuous service as a certificated/licensed employee under regular contract in this district.
 1. Board approved leaves of absence will not interrupt seniority, but time spent on such a leave shall not count toward seniority,
 2. If two or more teachers have the same length of continuous service, seniority will be determined by:
 - the date of the board meeting at which the teacher was hired, and then;
 - the date the teacher signed his/her initial employment contract in the district, and then by;
 - any remaining ties will be broken by lot.
- c. Where appropriate, recommended reductions in a teaching field will be made by selecting the lowest person on the seniority list for that area of certification/licensure who is currently assigned to a position in that teaching field..

Right of Recall

Such right of recall shall be limited to two (2) years. Recall shall be given to those persons whose area(s) of certification/licensure is on record with the Board at the time positions become vacant or are created.

The names of teachers whose contracts are suspended in a reduction in force will be placed on a recall list for up to 24 months from the date of the reduction. Teachers on the recall list will have the following rights:

- A. No new teachers will be employed by the Board while there are teachers on the recall list who are certificated/licensed for the vacancy.
- B. Teachers on the recall list will be recalled for vacancies in areas for which they are

certificated/licensed in the following order:

- a. First, teachers having continuing contracts in the reverse order of layoff.
 - b. Second, teachers having limited contracts in reverse order of layoff.
- C. If a vacancy occurs, the Board will send a certificated announcement to the first known address of all teachers on the recall list who are qualified according to those provisions. It is the teacher's responsibility to keep the Board informed of his/her current address. All teachers are required to respond in writing to the district office within seven calendar days. The most senior of those responding will be given the vacant position. Any teacher who fails to respond within seven calendar days, or who declines to accept the position, will forfeit all recall rights.
- D. A teacher on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave, and salary schedule placement as he/she enjoyed at the time of layoff.

ARTICLE 28

GRIEVANCE PROCEDURE

A. Definitions

- 1) A grievance is a complaint of a teacher or the Association involving the alleged violation of any provision(s) of this Agreement.
- 2) A grievant shall mean the Association, a person or group alleging that some violation of this Agreement has actually occurred. A grievance alleged to be a "group" grievance shall have arisen out of substantially similar circumstances affecting each member of said group.
- 3) No grievance may be filed concerning a matter which may be made the subject of a charge with a State or Federal Agency.
- 4) Any action by the Board to terminate, renew or not renew the contract of any professional staff member, whether such professional staff member is under a limited or continuing contract with the Board, or any recommendation by the Superintendent to terminate, renew or not renew any such contract shall not be deemed a grievance and may not be processed as such.

B. Procedure

Step I Informal Procedure

The aggrieved party shall discuss the grievance or complaint with the person who is directly concerned with the grievance in a face-to-face meeting. This shall be accomplished within ten (10) work days after the grievant knows or should have known the act or conditions on which the grievance is based. In no event, however, may a grievance be filed more than thirty (30) calendar days following the date of the occurrence from which the grievance arose. Failure to raise the alleged grievance as herein provided shall be considered as a waiver of the rights granted in this Article.

Step II - Formal Procedure

If a satisfactory solution is not effected, the aggrieved party shall present his/her written grievance to the principal within five (5) work days after the informal hearing. The principal shall, within five (5) work days of receipt of the grievance, conduct a hearing concerning the grievance. The principal shall advise or counsel the aggrieved party and shall provide a written answer to the grievance and forward it to the concerned parties within five (5) work days from the time of the hearing.

Step III - Superintendent

If a satisfactory solution is not effected, the Association shall invoke Step III in writing and present same to the Superintendent within five (5) work days after receiving the Step II answer. Any failure to invoke Step III as provided herein will be considered as the parties having reached a satisfactory resolution of the alleged grievance. The Superintendent shall decide whether to personally handle this Step of the grievance or delegate responsibility within five (5) work days of receipt of the grievance. The Superintendent or his/her designated representative shall advise or counsel the aggrieved party and shall provide a written answer to the grievance and forward to the concerned parties within five (5) work days from the time of the hearing.

Step IV - Advisory Arbitration

If the action taken in Step III by the Superintendent or his/her designee does not resolve the grievance to the satisfaction of the Association or if no decision has been rendered by the Superintendent within five (5) work days, the Association may notify the Board in writing of its intent to submit the grievance to advisory arbitration. Any failure to invoke Step IV within ten (10) work days of the receipt of the Step III answer will be considered as the parties having reached a satisfactory resolution of the alleged grievance.

Upon receipt of the notice of intent to submit the grievance to advisory arbitration, the parties shall submit a request to the American Arbitration Association to provide the parties with a panel of seven (7) arbitrators with selection to be made in accordance with the Voluntary Rules of the American Arbitration Association. The Board and the Association shall equally share the fees and expenses of the arbitrator and any expense incidental to the arbitration proceeding. Each party will be responsible for the fees and expenses of its representation.

The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement, nor make any award which is inconsistent with this Agreement or contrary to law. The decision of the arbitrator shall be advisory on the grievant, the Association and the Board.

The Board shall take necessary action within two (2) regularly scheduled Board meetings after receipt of the arbitrator's decision. No further action may be taken on the matter after thirty (30) days of the Board's action.

C. Miscellaneous Provisions

- 1) The aggrieved teacher, the Board and/or the representative of either shall not be denied the right to advise, counsel, and/or representation at Step II or above. No formal grievance meeting, adjustment of a grievance, or grievance solution shall take place without the knowledge of the Association.
- 2) A grievance may be withdrawn at any level without prejudice or record.
- 3) If the teacher and/or Association do not abide by the time limits set forth, they forfeit their right

- to continue to the next step of the grievance procedure.
- 4) If the administrator does not abide by the time limits set forth, the teacher filing the grievance and/or the Association may proceed to the next step,
 - 5) There will be no reprisals taken against any participant in the grievance procedure by reason of such participation.
 - 6) Mutually agreed informal meetings between the parties may be held during the time between steps in an effort to effect a satisfactory resolution to the problem.
 - 7) Any time limits or steps herein before set forth may be waived by the mutual written consent of the parties.

ARTICLE 29

SALARY SCHEDULE

Salary schedules for teachers covered hereunder shall be as set forth in Addendums attached hereto and made a part hereof.

Salary placement for-all teachers shall be in accordance with their education, teaching experience and military service. Experience, not to exceed ten (10) years, shall be determined as follows:

- 1) Teaching experience.
- 2) Military service up to five (5) years.

A full year of credit will be given for 120 days or more of teaching under contract and for eight (8) continuous months or more of active military service. A year's service credit for substitute teaching shall not be given unless the service was at least 120 work days as a substitute during a school year in this District.

Salary adjustments for additional training will be made upon presentation of transcripts and other documentation of additional training to the Superintendent or Board Treasurer prior to September 15 and February 15 of any school year.

- 1) Three (3) quarter hours shall equal two (2) semester hours.
- 2) Ten (10) Continuing Educational Units (CEU's) obtained from an authorized provider shall equal one (1) semester hour.
- 3) One hundred twenty (120) days teaching experience in any one year shall be considered one (1) year for experience credit.
- 4) To qualify to be placed on the Masters +15 or Masters +30 schedule, the additional training must be semester hours and must be earned after obtaining the Masters degree. Graduate hours in any teaching or related field will be accepted.

At no time will the salary of any teacher be less than \$200 above the State Minimum salary schedule.

ARTICLE 29.1
WAGES

Wage rates for certified employees will consist of the following increase in base salary with experience steps:

- 2014-15 - **4%**, 2015-16 - **3%** and 2016-17 **stipend** only based on maintaining the following general fund cash balances:
 - \$1.9 million cash balance = 3% stipend will be paid
 - \$1.865 million cash balance = 2% stipend will be paid
 - \$1.835 million cash balance = 1% stipend will be paid

ARTICLE 30
INSURANCE

A. Employees are eligible to enroll in a PPO plan of hospital, surgical, and medical insurance. There will be a Core Plan only. The Board shall contribute 90% of the monthly single premium and 80% of the monthly family premium for those teachers enrolled in the medical plan.

1. Employees hired after July 1, 1993 who are employed less than full-time (7-1/2 hours per day, 185 work days) will be provided insurance benefits on a prorated basis.
2. For any employee not enrolled in a medical plan offered by the District (or withdraws from the plan effective September 1 of any contract year) for each year of this agreement, the Treasurer shall pay the sum of \$450 at the end of each year of the agreement.
3. Any newly hired employee during the term of this agreement shall be given the option of participating in either the single or family plan, or be paid the sum of \$450 by the Treasurer for non-participation in the plan as provided in section 2 above, with any partial year of service being paid on a prorated basis.

Such coverage shall be subject to the plan provisions as described in the summary plan description and such coverage shall be further subject to the coordination of benefits and subrogation provisions of such summary plan description.

- B. The Board shall, for a period not to exceed two (2) years, continue to carry on payroll records any teacher whose sick leave accumulation has expired or who is on a disability leave of absence or an approved leave of absence, for the purpose of Group Hospitalization, Surgical and Major Medical Insurance. In order to be eligible for such benefit, the teacher must pay the applicable monthly insurance premium to the Treasurer by the first day of every month.
- C. The insurer(s) providing the within coverage shall be at the choice of the Board. The Association shall be given sixty (60) days notice of any potential change in the choice of the insurer(s),

D. Specifications of the PPO Plan* include:

CORE OPTION PLAN	
	Copays
Office Visit	20
Urgent Care	35
ER	75
Rx	10/20/30 Generic/brand name/non-formulary
Coinsurance	80/20

Annual Deductibles	
Single/Family Deductible – In Network	\$ 200 / \$ 400
Out of Pocket Max	
Single/Family - In Network	\$2,000 / \$4,000

***The plan is fully described in the Summary Plan Description**

- E. The Board agrees to provide each employee with a life insurance policy valued at \$20,000.
- F. The Board will provide at no cost to the employee a vision insurance plan arranged through the Benefits Office of the Educational Purchasing Cooperative wherein, as of the ratification date of this agreement, the agreed upon plan calls for an eye exam and lens replacement every twelve (12) months and new frames every twenty-four (24) months, with a split co-pay of \$10/25 for these services. Medically necessary contact lenses are covered in full. If the employee chooses to receive services outside the provided plan, they will be reimbursed according to the provided plan's reimbursement schedule. The plan is fully described in information available from the EPC.
- G. The Board shall contribute 80% of the total monthly premiums for those teachers enrolled in the basic and ortho dental insurance plan arranged through the Benefits Office of the Educational Purchasing Cooperative. The employees' share of premium will be more for the family plan than for the single plan.
- H. There will be no restrictions regarding what Dentist you go to.
- I. An employee must notify the Treasurer in writing by September 1 if they would like to add or drop dental insurance for the current school year. If an employee chooses to opt out of the dental plan, they will be paid \$100 by the second pay in July, following the school year they would have been enrolled in the dental plan. Anyone hired after the September 1 deadline shall be given the option of participating in the dental insurance plan, or be paid the sum of \$100 by the Treasurer for non-participation in the dental plan, with any partial year of service being paid on a prorated basis.
- J. You can choose to opt out of either medical and/or dental insurance or both.
- K. Medical, dental, vision and life insurance benefits will terminate at the end of the month of the approved resignation date. Retirees will continue to receive insurance through June, July, and August after their approved retirement date.

PLAN:

1. 100% preventive (two (2) cleaning/exams per year plus x-rays once a year). No Deductible **
2. 80% basic restorative **
3. 50% major restorative **
4. Annual deductible on restoratives - \$50 per person, \$100 per family cap.
5. Maximum benefit - \$1,000 per person, per year.
6. 50% payment for Orthodontia, \$1,000 lifetime maximum, no deductible.

NOTE: **Payment is made at these percentages of a reasonable fee.

ARTICLE 31
SUBSTITUTES

Every reasonable effort shall be made to acquire or recruit substitutes for absent teachers. A teacher shall not be required to cover an additional class unless the Superintendent and/or Principal deems it necessary after making a reasonable effort to acquire a substitute. A teacher who acts as a period substitute and gives up his/her planning shall be paid \$16.50 per period or pro rata portions thereof. For purposes of use of the above in the elementary building(s), a "period" shall be defined as a forty-five (45) consecutive minute period of time.

ARTICLE 32
STRS PICK UP

STRS pick-up will utilize the salary reduction method. The Board shall designate each employee's mandatory contributions to the State Teachers Retirement System of Ohio as "pick-up" by the Board as contemplated by Internal Service Revenue Rulings 77-464 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employees income reported by the Board as subject to federal and Ohio income tax shall be the employee's total gross income reduced by the then-current percentage amount of the employee's mandatory State Teachers Retirement System contribution which has been designated as "picked-up" by the Board shall be included in computing final average salary, provided that no employee's total salary is increased by such "pick-up, nor is the Board's total contribution to the State Teachers Retirement System increased thereby.

1. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment. The pick-up shall apply to all compensation including supplemental earnings thereafter.
2. The parties agree that, should the rules and regulations of the IRS or retirement system change making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/employer contributions.

3. Payment for sick leave, personal leave, severance and supplementals, including unemployment and worker's compensation, shall be based on the employee's daily gross pay prior to reduction as basis (e.g., gross pay divided by the number of days in a teacher's contract).
4. Such salary reduction shall be considered when combined with actual salary do not result in a salary which is less than the salary available under the State minimum salary schedule.
5. It is understood that it is the responsibility of each individual teacher to make necessary adjustment(s) in any other tax-sheltered annuities he/she has in order to be in compliance with IRS laws and regulations.
6. The Board is not liable, nor will it be held responsible for any related legal, IRS, STRS, or any other agencies' penalties or decision concerning this plan now or in the future.
7. The Association agrees to indemnify and save the Board harmless against any and all claims that shall arise out of or by reason of any action taken by the Board in compliance with provisions of the Article.

ARTICLE 33
MISCELLANEOUS.

- A. The Board shall provide each teacher covered hereunder with a copy, and the Association with five (5) copies, of this Collective Bargaining Agreement.
- B. Teachers required by the Board to use their private vehicles as part of a regular teaching assignment shall be reimbursed for the actual mileage driven at the current IRS rate mile for round trip mileage within the State of Ohio. Permission to utilize a private vehicle for such purpose(s) must be approved by the Superintendent.

Mileage reimbursement forms shall be filed for approval with the teacher's building principal by the 10th calendar day of the month immediately following the month in which the mileage was actually driven. No claims will be recognized for mileage not reported as so described.

- C. The extended service days for the following positions will be compensated at the individual employee's per diem rate:

<u>Position</u>	<u>Extended Service Days</u>
Athletic Director	10
Band Director	20
Guidance Counselor	20
Library Media Specialist	10
Senior High Home Ec	5
Technology Coordinators	8 per coordinator

- D. Elementary LD/DH, Jr. High LD/DH, and High School LD/DH positions shall each be compensated in the amount of \$20 (twenty dollars) per IEP prepared, not to exceed \$500 annually per teacher. At the end of the school year when checking out, each teacher will provide a list to the Treasurer containing the name of each child an IEP was prepared for.

ARTICLE 33.1
ASSOCIATION-ADMINISTRATION COMMITTEE

A. Association-Administration Committee

In the interest of sound contract administration and bilateral communication, a joint committee composed of the Association President and a representative from each building appointed in September of each school year, and the Superintendent and the respective principals, will convene at the request of either party to discuss subjects of concern to either party. It shall be the express purpose of this committee to build and maintain a climate of mutual understanding and respect in the solution of common problems. The party calling said meeting shall submit an agenda of the meeting. The meetings shall be alternately chaired by the parties and said meetings shall be scheduled at a time mutually convenient. The party chairing the meeting shall keep minutes and said minutes shall be distributed thereafter to all meeting participants.

B. The Association-Administration Committee does not have the authority to amend the collective bargaining agreement, or to waive rights that individual employees and the Association have enjoyed, whether or not explicitly delineated in the Agreement.

ARTICLE 33.2
LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

"Tri-Village will remain a member of the Darke County Schools' Professional Development Committee until otherwise voted by the Tri-Village Education Association."

ARTICLE 33.3
TECHNOLOGY UTILIZATION

- A. Staff members agree to follow the regulations set up by Board Policy 7540.04f1. "Staff Network and Internet Acceptable Use and Safety Agreement".
- B. Teachers supervising students using the Internet shall take reasonable measures to assure that students are adhering to the usage agreement signed by the students and parents/guardians.
- C. Teachers shall not suffer disciplinary action due to violation of Internet usage policy by students.

ARTICLE 33.4
PROGRESSIVE DISCIPLINE PROCEDURES

The administration may take progressive disciplinary action against any employee for just cause due to repeated violations of, or failure to comply with, any provision's of this contract or reasonable rules and regulations adopted by the Board of Education. Such disciplinary action for the same offense shall be imposed in the following manner;

First Occurrence

Verbal warning to the employee and a conference with the principal. Verbal warnings will be documented, initialed and dated by both parties and placed in the personnel file.

Second Occurrence

A written warning from the principal shall be given to the employee and Superintendent. The written warning will state the penalties that will be imposed if there is a third occurrence. The written warning shall be initialed and dated by the employee. The employee's signature will not indicate agreement with the content of the warning, but indicates only that the warning has been inspected by the employee. If a warning is placed in the personnel file it is to be stamped with the date it was placed into the file and initialed by the administrator placing the information in the file. The employee will be given three (3) working days to attach a written rebuttal to this written warning.

Third Occurrence

Conference with the Principal, Superintendent and employee and the employee's representative(s) to invoke the penalty that was stated in the written warning of step two.

Upon the initiative of the Superintendent for good and just cause, Steps I, II, III may be suspended and a member brought directly before the Superintendent for appropriate disciplinary action if the Superintendent can demonstrate that the offense is serious enough to warrant the suspension of the preceding disciplinary steps. The Superintendent may suspend a member without pay for a period not to exceed three (3) days.

The member of the bargaining unit shall be notified of his/her right to be represented at each step, and at no time shall that member be denied the presence of their representative.

Disciplinary action is subject to the grievance procedure as set forth in this contract. No teacher shall be reprimanded or disciplined without just cause. A suspension shall be held in abeyance until the grievance, if any, has been resolved.

Nothing herein shall preclude the Board of Education from instituting contract termination proceedings pursuant to Section 3319.16 and 3319.161 of the Revised Code at any time when, in the sole and exclusive discretion of said Board, it is determined such action is warranted.

In the event that an employee is accused of a violation of alcohol or substance abuse on school property, the Administration and Association shall thoroughly investigate the accusation. If the employee is deemed guilty, the employee shall be counseled and referred to an appropriate help program for the first offense. This step is to take the place of the verbal warning above,

If the employee is found guilty of violating the same policies, the Board shall administer discipline as set forth in the provisions above.

ARTICLE 34 **SAVINGS CLAUSE**

This Agreement is subject to all existing and applicable Federal laws, provided that should any change be made in any Federal laws which would be applicable and contrary to any provision contained herein, such provisions herein contained shall automatically be terminated and the remainder of this Agreement shall remain in full force and effect. The parties shall thereafter seek to agree upon substitute provisions which are in conformity with acceptable law.

Should any provision or portion thereof of this Agreement be held unlawful and unenforceable by any court, legislative or administrative tribunal of competent jurisdiction, then such decision of legislation shall apply only to that specific provision or portion thereof. The parties will meet and attempt to negotiate a replacement provision for any portion of this contract held unlawful or unenforceable. The remainder of the Agreement shall remain in full force and effect.

ARTICLE 35
NO STRIKE/LOCKOUT

- A. It is agreed that during the term of this Agreement, there shall be no lockout on the part of the Board, nor any strike, stoppage, slowdown or other interruption of work for any cause whatsoever by the employees or the Association.
- B. The Association agrees that it will not encourage, sanction or approve any strike, stoppage, slowdown, or other interruption of work during the term of the Agreement and the Association will actively discourage and publicly denounce any strike, stoppage, slowdown, or other interruption of work in violation of this Article.
- C. In the event the employees of the Board represented by the Association, engage in any picketing, strike, work stoppage, or other interruption of work, it is expressly understood that the employees covered hereunder shall continue to work during any such activity as a condition of continued employment, without exception, and upon the request of the Superintendent or the Board.

ARTICLE 36
IMPASSE

Either party to this Agreement shall have the authority to declare that negotiations for a successor agreement are at an impasse. When impasse is declared, the Federal Mediation and Conciliation Service shall be used as the sole method of impasse resolution.

ARTICLE 37
COMPLAINTS AGAINST TEACHERS

In the event that any citizen or teacher has a complaint or question concerning any teacher, the within procedures that follow will be utilized.

- A. Complaints directed against a teacher should be initially addressed to the concerned teacher, who shall promptly meet with the complainant to discuss the complaint.
- B. If the matter is not resolved at the first level, the complainant, building principal, and the concerned staff member shall meet to discuss the matter.
- C. If a meeting is sought by the complainant with the superintendent, after steps A and B have been followed, the teacher will be notified. If the complainant is a teacher, this procedure shall not move beyond "C".

- D. If a meeting is requested by the complainant with the Board of Education, the concerned teacher will be notified and will be given an opportunity to be present with his/her representative, if requested, at the meeting and to be heard on the issue.

Unverified anonymous complaints shall not be made the basis for disciplinary action or adversely affect a teacher's employment status.

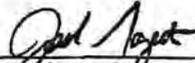
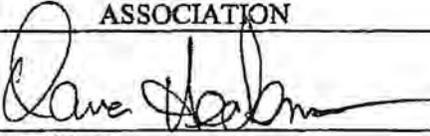
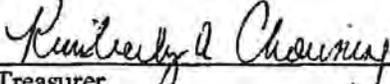
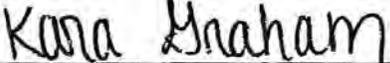
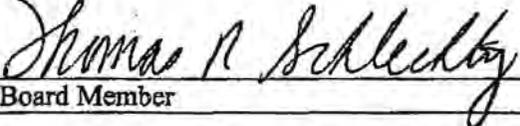
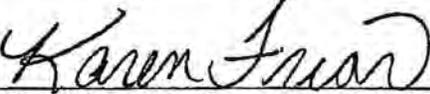
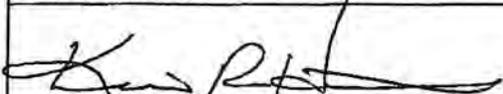
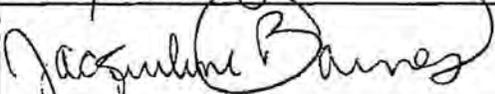
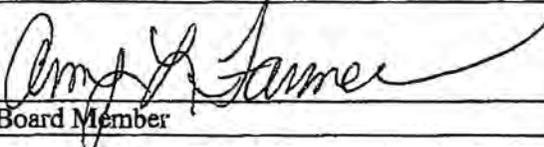
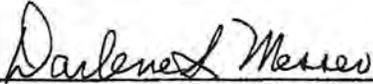
ARTICLE 38
PERSONNEL RECORDS

- A. The only official personnel file for each teacher shall be maintained in the office of the Board of Education.
- B. Any material placed in the file shall be signed and dated by the person directing its placement in the file and by the teacher, who shall receive a copy of the material. If the teacher refuses to sign the material, such fact shall be noted. No anonymous letters or materials shall be placed in any teacher's file, nor shall they be made a matter of the personnel record. The teachers shall be entitled to make one copy of materials in their files at no cost, except for materials supplied prior to employment.
- C. Teachers may review their personnel files and may request a meeting with the Superintendent to remove materials from their file. The teacher may have an Association Rep. accompany them. At such time, the teacher and the Superintendent may mutually agree to remove materials from the file. Absent agreement, the teacher has all rights pursuant to Chapter 1357 ORC.
- D. Any documentary information outside the file which is to form the basis of a teacher's evaluation will be furnished to the teacher.
- E. Any disciplinary actions of record that are older than five (5) years shall be removed from the Personnel record.

**ARTICLE 39
DURATION OF AGREEMENT**

This agreement, subject to adoption by the Board and ratification by the Association, shall be effective July 1, 2014 through June 30, 2017. Either party may petition to open negotiations for a successor Agreement by giving the other party notice to negotiate according to the provisions of Section 4117.14 of the Ohio Revised code.

IN WITNESS WHEREOF, the parties hereto have set their hands this 19th day of May, 2014.

FOR: TRI-VILLAGE LOCAL SCHOOL DISTRICT	FOR: TRI-VILLAGE EDUCATION ASSOCIATION
 Superintendent	 President
 Treasurer	 Committee Member
 Board President	 Committee Member
 Board Member	 Committee Member
 Board Member	 Committee Member
 Board Member	 Committee Member
 Board Member	 Designated Representative

ADDENDUM A		SALARY SCHEDULE (2014-2015) - BASE \$32,281			
EXPERIENCE	BA	BA + 150	M	M + 15	M + 30
0	\$32,281	\$33,572	\$34,863	\$36,155	\$37,446
1	\$33,282	\$34,767	\$36,219	\$37,672	\$39,028
2	\$34,282	\$35,961	\$37,575	\$39,157	\$40,609
3	\$35,283	\$37,155	\$38,931	\$40,674	\$42,159
4	\$36,284	\$38,350	\$40,287	\$42,191	\$43,741
5	\$37,285	\$39,544	\$41,610	\$43,676	\$45,323
6	\$38,285	\$40,739	\$42,966	\$45,193	\$46,904
7	\$39,286	\$41,933	\$44,322	\$46,711	\$48,486
8	\$40,287	\$43,127	\$45,678	\$48,196	\$50,036
9	\$41,287	\$44,322	\$47,033	\$49,713	\$51,617
10	\$42,288	\$45,516	\$48,389	\$51,230	\$53,199
11	\$43,289	\$46,711	\$49,745	\$52,747	\$54,781
12	\$44,290	\$47,905	\$51,101	\$54,232	\$56,363
13	\$45,290	\$49,099	\$52,457	\$55,749	\$57,912
14	\$46,291	\$50,294	\$53,780	\$57,266	\$59,494
17	\$46,291	\$50,294	\$54,458	\$58,009	\$60,301
20	\$47,292	\$51,488	\$55,136	\$58,751	\$61,076
23	\$47,292	\$51,488	\$55,814	\$59,526	\$61,850
26	\$48,292	\$52,683	\$56,492	\$60,269	\$62,657
Home Instruction-Tutor/Saturday School Supervision = .0008 x Base Salary					
Effective July 1, 2014					

ADDENDUM A.1		SALARY SCHEDULE (2015-2016) - BASE \$33,249			
EXPERIENCE	BA	BA + 150	M	M + 15	M + 30
0	\$33,249	\$34,579	\$35,909	\$37,239	\$38,569
1	\$34,280	\$35,809	\$37,305	\$38,802	\$40,198
2	\$35,310	\$37,039	\$38,702	\$40,331	\$41,827
3	\$36,341	\$38,270	\$40,098	\$41,894	\$43,423
4	\$37,372	\$39,500	\$41,495	\$43,456	\$45,052
5	\$38,403	\$40,730	\$42,858	\$44,986	\$46,682
6	\$39,433	\$41,960	\$44,254	\$46,549	\$48,311
7	\$40,464	\$43,190	\$45,651	\$48,111	\$49,940
8	\$41,495	\$44,421	\$47,047	\$49,641	\$51,536
9	\$42,525	\$45,651	\$48,444	\$51,203	\$53,165
10	\$43,556	\$46,881	\$49,840	\$52,766	\$54,794
11	\$44,587	\$48,111	\$51,237	\$54,329	\$56,424
12	\$45,618	\$49,342	\$52,633	\$55,858	\$58,053
13	\$46,648	\$50,572	\$54,030	\$57,421	\$59,649
14	\$47,679	\$51,802	\$55,393	\$58,984	\$61,278
17	\$47,679	\$51,802	\$56,091	\$59,748	\$62,109
20	\$48,710	\$53,032	\$56,789	\$60,513	\$62,907
23	\$48,710	\$53,032	\$57,488	\$61,311	\$63,705
26	\$49,741	\$54,262	\$58,186	\$62,076	\$64,536
Home Instruction-Tutor/Saturday School Supervision = .0008 x Base Salary					
Effective July 1, 2015					

ADDENDUM A.2		SALARY SCHEDULE (2016-2017) - BASE \$33,249			
EXPERIENCE	BA	BA + 150	M	M + 15	M + 30
0	\$33,249	\$34,579	\$35,909	\$37,239	\$38,569
1	\$34,280	\$35,809	\$37,305	\$38,802	\$40,198
2	\$35,310	\$37,039	\$38,702	\$40,331	\$41,827
3	\$36,341	\$38,270	\$40,098	\$41,894	\$43,423
4	\$37,372	\$39,500	\$41,495	\$43,456	\$45,052
5	\$38,403	\$40,730	\$42,858	\$44,986	\$46,682
6	\$39,433	\$41,960	\$44,254	\$46,549	\$48,311
7	\$40,464	\$43,190	\$45,651	\$48,111	\$49,940
8	\$41,495	\$44,421	\$47,047	\$49,641	\$51,536
9	\$42,525	\$45,651	\$48,444	\$51,203	\$53,165
10	\$43,556	\$46,881	\$49,840	\$52,766	\$54,794
11	\$44,587	\$48,111	\$51,237	\$54,329	\$56,424
12	\$45,618	\$49,342	\$52,633	\$55,858	\$58,053
13	\$46,648	\$50,572	\$54,030	\$57,421	\$59,649
14	\$47,679	\$51,802	\$55,393	\$58,984	\$61,278
17	\$47,679	\$51,802	\$56,091	\$59,748	\$62,109
20	\$48,710	\$53,032	\$56,789	\$60,513	\$62,907
23	\$48,710	\$53,032	\$57,488	\$61,311	\$63,705
26	\$49,741	\$54,262	\$58,186	\$62,076	\$64,536
Home Instruction-Tutor/Saturday School Supervision = .0008 x Base Salary					
Effective July 1, 2016					

**ADDENDUM B-1
SUPPLEMENTAL SALARY SCHEDULE**

Schedule A	Athletic Director
Schedule B	Head Boys Basketball Coach Head Girls Basketball Coach Transportation Supervisor Blended Learning Coordinator – 12 month position
Schedule C	Assistant Boys Basketball Coach Assistant Girls Basketball Coach Head Baseball Coach Head Softball Coach Head Boys Volleyball Coach Head Girls Volleyball Coach Head High School Wrestling Coach Head High School Boys Track Coach Head High School Girls Track Coach Head Soccer Coach Technology Coordinator (1-HS, 1-EL)
Schedule D	High School Band Director
Schedule E	Winter Sports Coordinator 9 th Grade Boys Basketball Coach 9 th Grade Girls Basketball Coach Cross Country Coach Boys Golf Coach Girls Golf Coach 8 th Grade Boys Basketball Coach 8 th Grade Girls Basketball Coach 7 th Grade Boys Basketball Coach 7 th Grade Girls Basketball Coach Yearbook Advisor High School Head Teacher
Schedule F	Fall Sports Coordinator Spring Sports Coordinator Junior High Boys Track Coach Junior High Girls Track Coach 8 th Grade Volleyball Coach 7 th Grade Volleyball Coach Assistant Baseball Coach Assistant Softball Coach Assistant Cross Country Coach Assistant Soccer Coach Assistant High School Track Coach Assistant High School Girls Volleyball Coach Assistant High School Boys Volleyball Coach

Schedule G	High School Cheerleading Advisor
Schedule H	Play Director Head Junior Class Advisor Student Council Advisor FCCLA Advisor
Schedule I	Vocal Music Director Flag Corps Advisor Junior High Student Council Advisor / Magazine Sale Director
Schedule J	Senior Class Advisor (2) National Honor Society Advisor Academic Activity Advisor Assistant Play Director Assistant Junior Class Advisor Junior High Cheerleading Advisor Sophomore Class Advisor Freshman Class Advisor IAT (Intervention Assistance Team) Chairman – (3 positions) Grades K-3 Grades 4-6 Grades 7-12

1. The Supplemental Salary Schedule is applicable for all positions authorized for filling by the Board of Education.
2. The Supplemental Salary Schedule Committee will remain in place as a mechanism to review the creation of new supplemental contract positions. Its function shall be advisory only and shall constitute neither a relinquishing of the Board's right to create such positions nor the Association's right to bargain the effects of the creation of such positions. The supplemental Salary Schedule Committee shall be composed of the Superintendent, High School Principal, Athletic Director, Board of Education Member, and a representative of the Association.
3. A list of guidelines will be developed by the Athletic Director and reviewed by the Supplemental Salary Schedule Committee which then may be used by the Board of Education as suggested criteria for the filling of assistant coach positions.

ADDENDUM B-2**Supplemental Salary Schedule (2014-2015, 2015-2016, & 2016-2017)**

Salary Step	0	1	2	3	4
Schedule A	\$4,773	\$ 5,071	\$5,370	\$5,668	\$5,966
	0.160	0.170	0.180	0.190	0.200
Schedule B	\$3,878	\$4,027	\$4,176	\$4,325	\$4,475
	0.130	0.135	0.140	0.145	0.150
Schedule C	\$2,536	\$2,685	\$2,834	\$2,983	\$3,132
	0.085	0.090	0.095	0.100	0.105
Schedule D	\$2,237	\$2,386	\$2,536	\$2,685	\$2,834
	0.075	0.080	0.085	0.090	0.095
Schedule E	\$1,939	\$2,088	\$2,237	\$ 2,386	\$2,536
	0.065	0.070	0.075	0.080	0.085
Schedule F	\$1,641	\$1,790	\$1,939	\$2,088	\$2,237
	0.055	0.060	0.065	0.070	0.075
Schedule G	\$1,492	\$1,641	\$1,790	\$1,939	\$2,088
	0.050	0.055	0.060	0.065	0.070
Schedule H	\$1,342	\$1,492	\$1,641	\$ 1,790	\$1,939
	0.045	0.050	0.055	0.060	0.065
Schedule I	\$1,044	\$1,193	\$1,342	\$ 1,492	\$1,641
	0.035	0.040	0.045	0.050	0.055
Schedule J	\$746	\$895	\$1,044	\$ 1,193	\$1,342
	0.025	0.030	0.035	0.040	0.045

This page intentionally left blank.

Ohio Teacher Evaluation System

Assessment of Teacher Performance

Teacher Performance Evaluation Rubric

The **Teacher Performance Evaluation Rubric** is intended to be scored holistically. This means that evaluators will assess which level provides the best *overall* description of the teacher. The scoring process is expected to occur upon completion of each thirty (30) minute observation and post-conference. The evaluator is to consider evidence gathered during the pre-observation conference, the observation, the post-observation conference, and classroom walkthroughs (if applicable). When completing the performance rubric, please note that evaluators are not expected to gather evidence on all indicators for each observation cycle. Likewise, teachers should not be required to submit additional pieces of evidence to address all indicators. The professionalism section of the rubric may use evidence collected during the pre-observation and post-observation conferences as well as information from the Professional Growth and/or Improvement Plan (if applicable).

INSTRUCTIONAL PLANNING					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTIONAL PLANNING	FOCUS FOR LEARNING (Standard 4: Instruction) <i>Sources of Evidence:</i> Pre-Conference	The teacher does not demonstrate a clear focus for student learning. Learning objectives are too general to guide lesson planning and are inappropriate for the students, and/or do not reference the Ohio standards,	The teacher communicates a focus for student learning, develops learning objectives that are appropriate for students and reference the Ohio standards but do not include measurable goals.	The teacher demonstrates a focus for student learning, with appropriate learning objectives that include measurable goal(s) for student learning aligned with the Ohio standards. The teacher demonstrates the importance of the goal and its appropriateness for students.	The teacher establishes challenging and measurable goal(s) for student learning that aligns with the Ohio standards and reflect a range of student learner needs. The teacher demonstrates how the goal(s) fit into the broader unit, course, and school goals for content learning and skills.
	Evidence				
	ASSESSMENT DATA (Standard 3: Assessment) <i>Sources of Evidence:</i> Pre Conference	The teacher does not plan for the assessment of student learning or does not analyze student learning data to inform lesson plans. The teacher does not use or only uses one measure of student performance.	The teacher explains the characteristics, uses, and limitations of various diagnostic, formative, and summative assessments but does not consistently incorporate this knowledge into lesson planning. The teacher uses more than one measure of student performance but does not appropriately vary assessment approaches, or the teacher may have difficulty analyzing data to effectively inform instructional planning and delivery.	The teacher demonstrates an understanding that assessment is a means of evaluating and supporting student learning through effectively incorporating diagnostic, formative, and/or summative assessments into lesson planning. The teacher employs a variety of formal and informal assessment techniques to collect evidence of students' knowledge and skills and analyzes data to effectively inform instructional planning and delivery,	The teacher purposefully plans assessments and differentiates assessment choices to match the full range of student needs, abilities, and learning styles, incorporating a range of appropriate diagnostic, formative, and summative assessments into lesson plans. Student learning needs are accurately identified through an analysis of student data; the teacher uses assessment data to identify student strengths and areas for student growth.
	Evidence				

INSTRUCTIONAL PLANNING

		Ineffective	Developing	Skilled	Accomplished
INSTRUCTIONAL PLANNING	<p align="center">PRIOR CONTENT KNOWLEDGE / SEQUENCE / CONNECTIONS</p> <p align="center">(Standard 1: Students; Standard 2: Content; Standard 4: Instruction)</p> <p align="center"><i>Sources of Evidence: Pre-Conference</i></p>	<p>The teacher's lesson does not build on or connect to students' prior knowledge, or the teacher may give an explanation that is illogical or inaccurate as to how the content connects to previous and future learning,</p>	<p>The teacher makes an attempt to connect the lesson to students' prior knowledge, to previous lessons or future learning but is not completely successful.</p>	<p>The teacher makes clear and coherent connections with students' prior knowledge and future learning—both explicitly to students and within the lesson.</p> <p>The teacher plans and sequences instruction to include the important content, concepts, and processes in school and district curriculum priorities and in state standards,</p>	<p>The teacher uses the input and contributions of families, colleagues, and other professionals in understanding each learner's prior knowledge and supporting their development. The teacher makes meaningful and relevant connections between lesson content and other disciplines and real-world experiences and careers as well as prepares opportunities for students to apply learning from different content areas to solve problems.</p> <p>The teacher plans and sequences instruction that reflects an understanding of the prerequisite relationships among the important content, concepts, and processes in school and district curriculum priorities and in state standards as well as multiple pathways for learning depending on student needs. The teacher accurately explains how the lesson fits within the structure of the discipline.</p>
	Evidence				

INSTRUCTIONAL PLANNING

INSTRUCTIONAL PLANNING	<p>KNOWLEDGE OF STUDENTS (Standard 1: Students) <i>Sources of Evidence:</i> Analysis of Student Data Pre-Conference Evidence</p>	<p>The teacher demonstrates a lack of familiarity with students' backgrounds and has made no attempts to find this information.</p>	<p>The teacher demonstrates some familiarity with students' background knowledge and experiences and describes one procedure used to obtain this information.</p>	<p>The teacher demonstrates familiarity with students' background knowledge and experiences and describes multiple procedures used to obtain this information.</p>	<p>The teacher demonstrates an understanding of the purpose and value of learning about students' background experiences, demonstrates familiarity with each student's background knowledge and experiences, and describes multiple procedures used to obtain this information.</p>
	<p>Evidence</p>	<p>The teacher's plan for instruction does not demonstrate an understanding of students development, preferred learning styles, and/or student backgrounds/prior experiences,</p>	<p>The teacher's instructional plan draws upon a partial analysis of students' development, readiness for learning, preferred learning styles, or backgrounds and prior experiences and/or the plan is inappropriately tailored to the specific population of students in the classroom.</p>	<p>The teacher's instructional plan draws upon an accurate analysis of the students' development, readiness for learning, preferred learning styles, and backgrounds and prior experiences,</p>	<p>The teacher's analysis of student data (student development, student learning and preferred learning styles, and student backgrounds/prior experiences) accurately connects the data to specific instructional strategies and plans.</p> <p>The teacher plans for and can articulate specific strategies, content, and delivery that will meet the needs of individual students and groups of students.</p>

Instruction and Assessment

		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT	<p>LESSON DELIVERY (Standard 2: Content; Standard 4: Instruction; Standard 6: Collaboration and Communication)</p> <p><i>Sources of Evidence:</i> Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>A teacher's explanations are unclear, incoherent, or inaccurate, and are generally ineffective in building student understanding. The teacher uses language that fails to engage students, is inappropriate to the content, and/or discourages independent or creative thinking.</p> <p>The teacher fails to address student confusion or frustration and does not use effective questioning techniques during the lesson. The lesson is almost entirely teacher-directed.</p>	<p>Teacher explanations are accurate and generally clear but the teacher may not fully clarify information based on students' questions about content or instructions for learning activities or the teacher may use some language that is developmentally inappropriate, leading to confusion or limiting discussion.</p> <p>The teacher re-explains topics when students show confusion, but is not always able to provide an effective alternative explanation. The teacher attempts to employ purposeful questioning techniques, but may confuse students with the phrasing or timing of questions. The lesson is primarily teacher-directed.</p>	<p>Teacher explanations are clear and accurate. The teacher uses developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking.</p> <p>The teacher effectively addresses confusion by re-explaining topics when asked and ensuring understanding. The teacher employs effective, purposeful questioning techniques during instruction. The lesson is a balance of teacher-directed instruction and student-led learning.</p>	<p>Teacher explanations are clear, coherent, and precise. The teacher uses well-timed, individualized, developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking, including the appropriate use of questions and discussion techniques.</p> <p>The teacher accurately anticipates confusion by presenting information in multiple formats and clarifying content before students ask questions. The teacher develops high-level understanding through effective uses of varied levels of questions. The lesson is student-led, with the teacher in the role of facilitator.</p>
	Evidence				
	<p>DIFFERENTIATION (Standard 1: Students; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>The teacher does not attempt to make the lesson accessible and challenging for most students, or attempts are developmentally inappropriate,</p>	<p>The teacher relies on a single strategy or alternate set of materials to make the lesson accessible to most students though some students may not be able to access certain parts of the lesson and/or some may not be challenged,</p>	<p>The teacher supports the learning needs of students through a variety of strategies, materials, and/or pacing that make learning accessible and challenging for the group.</p>	<p>The teacher matches strategies, materials, and/or pacing to students' individual needs, to make learning accessible and challenging for all students in the classroom. The teacher effectively uses independent, collaborative and whole-class instruction to support individual learning goals and provides varied options for how students will demonstrate mastery.</p>

	Evidence				
Instruction and Assessment					
		Ineffective	Developing	Skilled	Accomplished
	RESOURCES (Standard 2: Content; Standard 4: Instruction) <i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations	Instructional materials and resources used for instruction are not relevant to the lesson or are inappropriate for students.	The teacher uses appropriate instructional materials to support learning goals, but may not meet individual students' learning styles/needs or actively engage them in learning.	Instructional materials and resources are aligned to the instructional purposes and are appropriate for students' learning styles and needs, actively engaging students.	Instructional materials and resources are aligned to instructional purposes, are varied and appropriate to ability levels of students, and actively engage them in ownership of their learning.
	Evidence				

Instruction and Assessment					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT	<p>CLASSROOM ENVIRONMENT (Standard 1: Students; Standard 5: Learning Environment; Standard 6: Collaboration and Communication)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>There is little or no evidence of a positive rapport between the teacher and students. For example, the teacher may respond disrespectfully to students or ignore their questions or comments.</p> <p>There are no evident routines or procedures; students seem unclear about what they should be doing or are idle.</p> <p>Transitions are inefficient with considerable instructional time lost, Lessons progress too slowly or quickly so students are frequently disengaged.</p> <p>The teacher creates a learning environment that allows for little or no communication or engagement with families,</p> <p>Expectations for behavior are not established or are inappropriate and/or no monitoring of behaviors occurs. The teacher responds to misbehavior inappropriately,</p>	<p>The teacher is fair in the treatment of students and establishes a basic rapport with them. For example, the teacher addresses students questions or comments but does not inquire about their overall well-being,</p> <p>Routines and procedures are in place, but the teacher may inappropriately prompt or direct students when they are unclear or idle,</p> <p>The teacher transitions between learning activities, but occasionally loses some instructional time in the process.</p> <p>The teacher welcomes communication from families and replies in a timely manner.</p> <p>Appropriate expectations for behavior are established, but some expectations are unclear or do not address the needs of individual students. The teacher inconsistently monitors behavior,</p>	<p>The teacher has positive rapport with students and demonstrates respect for and interest in all students. For example, the teacher makes eye contact and connects with individual students.</p> <p>Routines and procedures run smoothly throughout the lesson, and students assume age-appropriate levels of responsibility for the efficient operation of the classroom.</p> <p>Transitions are efficient and occur smoothly. There is evidence of varied learning situations (whole class, cooperative learning, small group and independent work).</p> <p>The teacher engages in two-way communication and offers a variety of volunteer opportunities and activities for families to support student learning.</p> <p>A classroom management system has been implemented that is appropriate and responsive to classroom and individual needs of students. Clear expectations for student behavior are evident. Monitoring of student behavior is consistent, appropriate, and effective,</p>	<p>The teacher has positive rapport with students and demonstrates respect for and interest in individual students' experiences, thoughts and opinions. For example, the teacher responds quietly, individually, and sensitively to student confusion or distress.</p> <p>Routines are well-established and orderly and students initiate responsibility for the efficient operation of the classroom.</p> <p>Transitions are seamless as the teacher effectively maximizes instructional time and combines independent, collaborative, and whole-class learning situations.</p> <p>The teacher engages in two-way, ongoing communication with families that results in active volunteer, community, and family partnerships which contribute to student learning and development.</p> <p>A classroom management system has been designed, implemented, and adjusted with student input and is appropriate for the classroom and individual student needs. Students are actively encouraged to take responsibility for their behavior. The teacher uses research-based strategies to lessen disruptive behaviors and reinforce positive behaviors.</p>
	Evidence				

Instruction and Assessment					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT	<p>ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment)</p> <p><i>Sources of Evidence:</i></p> <ul style="list-style-type: none"> Pre Conference Formal Observation Classroom Walkthroughs/ Informal Observations Post Conference 	<p>The teacher does not routinely use assessments to measure student mastery.</p> <p>The teacher rarely or never checks the students' understanding of content. The teacher fails to make adjustments in response to student confusion.</p> <p>The teacher persists in using a particular strategy for responding to misunderstandings, even when data suggest the approach is not succeeding.</p> <p>The teacher does not provide students with feedback about their learning,</p>	<p>The teacher uses assessments to measure student mastery, but may not differentiate instruction based on this information,</p> <p>The teacher checks for student understanding and makes attempts to adjust instruction accordingly, but these adjustments may cause some additional confusion</p> <p>The teacher gathers and uses student data from a few sources to choose appropriate instructional strategies for groups of students.</p> <p>Students receive occasional or limited feedback about their performance from the teacher,</p>	<p>The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, although the teacher may not be able to anticipate learning obstacles,</p> <p>The teacher checks for understanding at key moments and makes adjustments to instruction (whole-class or individual students).The teacher responds to student misunderstandings by providing additional clarification,</p> <p>The teacher gathers and uses student data from a variety of sources to choose and implement appropriate instructional strategies for groups of students.</p> <p>The teacher provides substantive, specific, and timely feedback of student progress to students, families, and other school personnel while maintaining confidentiality,</p>	<p>The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, as well as examines classroom assessment results to reveal trends and patterns in individual and group progress and to anticipate learning obstacles.</p> <p>The teacher continually checks for understanding and makes adjustments accordingly (whole-class or individual students). When an explanation is not effectively leading students to understand the content, the teacher adjusts quickly and seamlessly within the lesson and uses an alternative way to explain the concept.</p> <p>By using student data from a variety of sources, the teacher appropriately adapts instructional methods and materials and paces learning activities to meet the needs of individual students as well as the whole class.</p> <p>The teacher provides substantive, specific, and timely feedback to students, families, and other school personnel while maintaining confidentiality. The teacher provides the opportunity for students to engage in self-assessment and show awareness of their own strengths and weaknesses. The teacher uses student assessment results to reflect on his or her own teaching and to monitor teaching strategies and behaviors in relation to <u>student success</u>.</p>
	Evidence				

Professionalism					
		Ineffective	Developing	Skilled	Accomplished
PROFESSIONALISM	<p>PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication; Standard 7: Professional Responsibility and Growth)</p> <p><i>Sources of Evidence:</i> Professional Development Plan or Improvement Plan; Pre conference; Post conference; daily interaction with others</p>	<p>The teacher fails to communicate clearly with students and families or collaborate effectively with professional colleagues.</p> <p>The teacher fails to understand and follow regulations, policies, and agreements.</p> <p>The teacher fails to demonstrate evidence of an ability to accurately self-assess performance and to appropriately identify areas for professional development,</p>	<p>The teacher uses a variety of strategies to communicate with students and families and collaborate with colleagues, but these approaches may not always be appropriate for a particular situation or achieve the intended outcome.</p> <p>The teacher understands and follows district policies and state and federal regulations at a minimal level,</p> <p>The teacher identifies strengths and areas for growth to develop and implement targeted goals for professional growth.</p>	<p>The teacher uses effective communication strategies with students and families and works effectively with colleagues to examine problems of practice, analyze student work, and identify targeted strategies.</p> <p>The teacher meets ethical and professional responsibilities with integrity and honesty. The teacher models and upholds district policies and state and federal regulations.</p> <p>The teacher sets data-based short- and long-term professional goals and takes action to meet these goals.</p>	<p>The teacher communicates effectively with students, families, and colleagues. The teacher collaborates with colleagues to improve personal and team practices by facilitating professional dialogue, peer observation and feedback, peer coaching and other collegial learning activities.</p> <p>The teacher meets ethical and professional responsibilities and helps colleagues access and interpret laws and policies and understand their implications in the classroom.</p> <p>The teacher sets and regularly modifies short-and long-term professional goals based on self-assessment and analysis of student learning evidence.</p>
	Evidence				

Ohio Teacher Evaluation System Professional Growth Plan

Professional Growth Plan

As a result of the evaluation process, teachers and evaluators should focus on accelerating and continuing teacher growth through professional development. Professional development should be individualized to the needs of the teacher, and specifically relate to his/her areas of refinement as identified in the teachers' evaluation. The evaluator should recommend professional development opportunities, and support the teacher by providing resources (e.g., time, financial).

Self Directed

Collaborative

Teacher _____

Evaluator _____

<p align="center">Annual Focus These are addressed by the evaluator as appropriate for this teacher.</p>	<p align="center">Date Record dates when discussed</p>	<p align="center">Areas for Professional Growth supports needed, resources, professional development Comments during conference with teacher and evaluator are made appropriate to the needs of the teacher.</p>
<p><i>Goal 1: Student Achievement/Outcomes for Students Goal Statement:</i></p> <p align="center"><i>Evidence Indicators:</i></p>		
<p><i>Goal 2: Teacher Performance on the Ohio Standards for the Teaching Profession Goal Statement:</i></p> <p align="center"><i>Evidence Indicators:</i></p>		

Evaluator Signature

Date

Teacher Signature

Date

The signatures above verify that the teacher and evaluator have discussed and agreed upon this Professional Growth Plan.

Improvement Plan

Teacher Name: _____ **Grade Level/Subject:** _____
School year: _____ **Building:** _____ **Date of Improvement Plan Conference:** _____

Written improvement plans are to be developed in the circumstances when an educator makes below expected academic growth with his/ her students AND/OR receives an overall ineffective rating or an ineffective rating on any of the components of the OTES system. The purpose of the improvement plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If corrective actions are not made within the time as specified in the improvement plan, a recommendation may be made for dismissal or to continue on the plan.

Section 1: Improvement Statement - List specific areas for improvement as related to the *Ohio Standards for the Teaching Profession*. Attach documentation.

Performance Standard(s) Addressed in this Plan	Date(s) Improvement Area or Concern Observed	Specific Statement of Concern: Areas of Improvement

Section 2: Desired Level of Performance - List specific measurable goals to improve performance. Indicate what will be measured for each goal.

Beginning Date	Ending Date	Level of Performance Specifically Describe Successful Improvement Target(s)

Improvement Plan (continued)

Section 3: Specific Plan of Action

Describe in detail specific plans of action that must be taken by the teacher to improve his/her performance. Indicate the sources of evidence that will be used to document the completion of the improvement plan.

Actions to be Taken	Sources of Evidence that Will Be Examined

Section 4: Assistance and Professional Development

Describe in detail specific supports that will be provided as well as opportunities for professional development.

--

Date for this Improvement Plan to Be Evaluated:

Teacher's Signature: _____

Date: _____

Evaluator's Signature: _____

Date: _____

The evaluator's signature on this form verifies that the proper procedures as detailed in the local contract have been followed.

Improvement Plan: Evaluation of Plan

Teacher Name: _____ Grade Level/Subject: _____

School year: _____ Building: _____ Date of Evaluation: _____

The improvement plan will be evaluated at the end of the time specified in the plan. Outcomes from the improvement plan demonstrate the following action to be taken;

- Improvement is demonstrated and performance standards are met to a satisfactory level of performance*
- The Improvement Plan should continue for time specified:
- Dismissal is recommended.

Comments: Provide justification for recommendation indicated above and attach evidence to support recommended course of action.

I have reviewed this evaluation and discussed it with my evaluator. My signature indicates that! have been advised of my performance status; it does not necessarily imply that! agree with this evaluation.

Teacher's Signature: _____

Date: _____

Evaluator's Signature: _____

Date: _____

The evaluator's signature on this form verifies that the proper procedures as detailed in the local contract have been followed.

*The acceptable level of performance varies depending on the teacher's years of experience. Teachers in residency—specifically in Years 1 through 4—are expected to perform at the Developing level or above. Experienced teachers—with five or more years of experience—are expected to meet the Skilled level or above.

Informal Observation: General Form

Teacher Name: _____ Grade(s)/Subject Area(s): _____ Date: _____

Evaluator Name: _____ Time Walkthrough Begins: _____ Time Walkthrough Ends: _____

Directions: This form serves as a record of an informal walkthrough by the teacher's evaluator. The evaluator will likely not observe all the teaching elements listed below in any one informal observation. This record, along with records of additional informal observations, will be used to inform the summative evaluation of the teacher.

EVALUATOR OBSERVATIONS			
<input type="checkbox"/>	Instruction is developmentally appropriate	<input type="checkbox"/>	Lesson content is linked to previous and future learning
<input type="checkbox"/>	Learning outcomes and goals are clearly communicated to students	<input type="checkbox"/>	Classroom learning environment is safe and conducive to learning
<input type="checkbox"/>	Varied instructional tools and strategies reflect student needs and learning objectives	<input type="checkbox"/>	Teacher provides students with timely and responsive feedback
<input type="checkbox"/>	Content presented is accurate and grade appropriate	<input type="checkbox"/>	Instructional time is used effectively
<input type="checkbox"/>	Teacher connects lesson to real-life applications	<input type="checkbox"/>	Routines support learning goals and activities
<input type="checkbox"/>	Instruction and lesson activities are accessible and challenging for students	<input type="checkbox"/>	Multiple methods of assessment of student learning are utilized to guide instruction
<input type="checkbox"/>	Other:	<input type="checkbox"/>	Other:

Evaluator Summary Comments

Recommendations for Focus of Informal Observations:

Evaluator Signature _____

Photocopy to Teacher



ADDENDUM G

**TRI-VILLAGE LOCAL SCHOOL DISTRICT
New Madison, Ohio
TUTOR/HOME INSTRUCTION TIME REPORT**

Student _____

Teacher _____

Address _____

Dates Taught	Number of Hours
--------------	-----------------

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Total Hours _____

I concur with the dates and hours shown above.

Signature of Parent or Guardian

For Office Use:

_____ hours @ _____ per hour = _____
Amount

Approved by: _____
Principal



ADDENDUM I

**TRI-VILLAGE SCHOOL DISTRICT
GRIEVANCE FORM**

Name of Grievant: _____

Date of incident giving rise to grievance: _____

Date of this filing: _____

Was problem discussed with appropriate Supervisor? Yes _____ No _____

Who? _____ Date _____

Filing at Step _____ with _____
(Administrator's Name)

CITE THE PROVISIONS OF THE AGREEMENT WHICH THE GRIEVANT ALLEGES HAVE BEEN VIOLATED, MISINTERPRETED, OR MISAPPLIED.

BRIEFLY STATE THE FACTS OF HOW THE FOREGOING PROVISIONS HAVE BEEN VIOLATED, MISINTERPRETED, OR MISAPPLIED.

STATE THE RELIEF SOUGHT:

Signature _____

Date _____



**TRI-VILLAGE LOCAL SCHOOL DISTRICT
New Madison, Ohio**

STAFF NETWORK AND INTERNET ACCEPTABLE USE AND SAFETY AGREEMENT

To access e-mail and/or the Internet at school, staff members must sign and return this form.

Use of the Internet is a privilege, not a right. The Board's Internet connection is provided for business and educational purposes only. Unauthorized or inappropriate use will result in a cancellation of this privilege.

The Board has implemented technology protection measures which block/filter Internet access to visual displays that are obscene, child pornography or harmful to minors. The Board also monitors online activity of staff members in an effort to restrict access to child pornography and other material that is obscene, objectionable, inappropriate and/or harmful to minors. () The Superintendent or _____ may disable the technology protection measure to enable access for bona fide research or other lawful purposes.

Staff members accessing the Internet through the Board's computers/network assume personal responsibility and liability, both civil and criminal, for unauthorized or inappropriate use of the Internet.

The Board reserves the right to monitor, review and inspect any directories, files and/or messages residing on or sent using the Board's computers/networks. Messages relating to or in support of illegal activities will be reported to the appropriate authorities.

- () To the extent that proprietary rights in the design of a web site hosted on the Board's servers would vest in a staff member upon creation, the staff member agrees to license the use of the web site by the Board without further compensation.

Please complete the following information:

Staff Member's Full Name (please print): _____

School: _____

I have read and agree to abide by the Staff Network and Internet Acceptable Use and Safety Policy and Guidelines. I understand that any violation of the terms and conditions set forth in the Policy is inappropriate and may constitute a criminal offense. As a user of the Board's computers/network and the Internet, I agree to communicate over the Internet and the Network in an appropriate manner, honoring all relevant laws, restrictions and guidelines.

Staff Member's Signature: _____ Date: _____

The Superintendent is responsible for determining what is unauthorized or inappropriate use. The Superintendent may deny, revoke or suspend access to the Network/Internet to individuals who violate the Board's Staff Network and Internet Acceptable Use and Safety Policy and related Guidelines and take such other disciplinary action as is appropriate pursuant to the applicable collective bargaining agreement and/or Board Policy.



ADDENDUM K

TRI-VILLAGE LOCAL SCHOOL DISTRICT
New Madison, Ohio
SICK LEAVE TRANSFER REQUEST FORM

DATE _____

EMPLOYEE'S NAME _____

NUMBER OF DAYS REQUESTED _____

DATE OF DAYS TO BE USED _____

SIGNATURE _____

DATE _____

TRANSFERRING EMPLOYEE'S NAME _____

NUMBER OF DAYS TRANSFERRING _____

SIGNATURE _____

AUTHORIZATION

Tri- Village Education Association Representative _____

Date _____

Approved _____

Not Approved _____