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Master Agreement

between the

**TRIWAY EDUCATION
ASSOCIATION**

and the

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

**Effective
July 1, 2014 – June 30, 2017**

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PREAMBLE

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

ARTICLE 1. RECOGNITION

A. Recognition of the Association

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

B. Recognition of Board and Superintendent

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

C. Membership in Labor Unions

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

D. Definition of Full-Time

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

ARTICLE 2. NEGOTIATIONS PROCEDURE

A. Directing Requests

1. The Association will make any requests for negotiations meetings directly to the Superintendent and Board in writing. The Board will make any requests for negotiations meetings through the Superintendent to the TEA President in writing. These requests shall be submitted on or before

one hundred fifty (150) calendar days prior to the expiration of the Contract, with negotiations to begin one hundred twenty (120) calendar days prior to the expiration of the Contract.

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

B. Representation

Each party may have three (3) to five (5) representatives, and no fewer than three (3) representatives from each party-present at each negotiations meeting. While neither party shall have control over the selection of the negotiating or bargaining representatives of the other party, the parties agree that, the Association team shall be represented by at least four (4) employees of the Board who are bargaining unit members, and the Board shall be represented by at least four (4) members of the Board or their designated administrative employees.

C. Assistance

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

D. Agreement

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

E. Disagreement

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

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

F. Rights of Individuals

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

G. Provisions Contrary to Law

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

H. Definitions & Miscellaneous

1. "Negotiations" means conferring, discussing, and bargaining in good faith by the Board and its designated representatives and the Association through its designated representatives in an effort to reach agreement in accordance with ORC 4117.08.
2. "Good faith" involves coming to the negotiating table with the intention of negotiating, not dogmatically pursuing preconceived stands. Good faith requires that the Association and the Board be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reason or to offer counterproposals. Good faith requires both parties to recognize negotiations as a shared process. The obligation of the Board or its representatives and the representatives of the Association is to meet for purposes of negotiations but does not compel either party to agree to a proposal or require the making of a concession.
3. "Days" shall mean calendar days.
4. In the event this Agreement expires, all negotiations will be conducted by the rules stated herein until such time as a successor Agreement is agreed upon.
5. Study Committees - The parties may appoint by mutual agreement, joint ad hoc study committees to research, study, and develop projects, reports and programs and to make recommendations on matters under consideration. The committees shall report all findings to both parties.
6. Exchange of Information - Upon reasonable request, the Superintendent shall make available to the Association and the Association shall make available to the Superintendent such information as is pertinent to the issues under negotiation. If such information is not available or existing, both teams are responsible for gathering information. However, nothing herein shall require the Superintendent or the Association to make available any confidential information or report expressly compiled for the use of the Board and its negotiators or the Association and its negotiators; nor shall either party be compelled to compile data, etc.

7. While Negotiations Are In Progress

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

I. Modification

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

ARTICLE 3. ASSOCIATION PRIVILEGES

- A.** The Association has the right to submit topics for consideration or comment on items under consideration by the Board in accordance with citizens' participation procedures listed in the Board section of the Policy Book.
- B.** The Association President will receive one (1) copy of the Board meeting agenda prior to each regularly scheduled Board meeting and other such material as is provided to the Board except on matters privileged and/or confidential in nature.
- C.** The Association has the privilege of participating in the orientation for new teachers.
- D.** Facilities may be used by the Association with prior approval of the Superintendent and the Principal. Further, the Association will be responsible for expenses for custodians, etc., and damage to said

facility. The privilege may be revoked by the Superintendent if the aforementioned provisions are not followed.

- E. The Association may use the bulletin board in the teachers' lounge.
- F. The Association may use the public address system for announcements with prior approval of the Principal.
- G. The Association may use the internal mail system.
- H. Professional staff members will not be harassed by the Board or the Association regarding their preference to be members or refrain from membership in the Association.
- I. The Board Policy Manual will be placed on CDs as well as available electronically. The Association President will be given two (2) copies of the CDs.
- J. All proposed changes in the Board Policy Book will be forwarded to the Association President as a part of the Board agenda.

K. Committee Participation and Representation

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

ARTICLE 4. ASSURANCE CLAUSE

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

ARTICLE 5. GRIEVANCE PROCEDURE

A. Definition of Terms and General Policies

1. A "grievance" is defined as an alleged violation, misapplication, or misinterpretation of this Agreement.
2. The purpose of the grievance procedure is to secure, at the lowest possible level, acceptable solutions to grievances.
3. The "grievant" is defined as an employee, group of employees, or the Association who have a grievance and who may have the grievance processed by his/her representative.

4. "Days," used in reference to limitations in this procedure, shall refer to calendar days excluding Saturdays, Sundays, holidays, and vacations for the persons involved. However, if the concerned parties are in mutual agreement, limits may be adjusted. Vacation days will be limited to four (4) weeks.
5. All grievances will be filed at the lowest possible level, which means that level of the grievance procedure at which the Administrator deciding the grievance has authority to make a resolution.
6. At any level, a grievance may be withdrawn by the alleged aggrieved party. Failure of the alleged grievant to follow the prescribed timelines makes the grievance null and void, and the facts or circumstances upon which the grievance was based may not be re-filed.
7. In order to be considered timely, all grievances shall be filed at the formal level within thirty (30) days of the date when the grievant knew or should have known of the alleged violation, misapplication, or misinterpretation of this Agreement.
8. The Association President, the building representative, and the grievant will be released with pay from duties to attend any hearing. This absence will be charged to Compulsory Leave. If the hearing ends prior to the middle of his/her respective teaching day, the teacher shall return to regular duty.

B. Informal Procedure

An issue shall first be discussed orally between the complainant and/or the representative involved and the Administrator and/or representative at that level.

C. Formal Procedure

1. Immediate Supervisor
 - a. Within the time limits specified in A7, above, a grievant shall write the grievance on a grievance form (Appendix A) provided by the Board, giving the facts and indicating the basis for the grievance, sign it, and give it to the Immediate Supervisor. The Immediate Supervisor shall respond to the grievant within five (5) days.
 - b. If satisfactory agreement is reached, the Immediate Supervisor shall write the settlement on the grievance form, co-sign it with the grievant, and return one copy of the form to the grievant, one copy to the Association President, and one copy to the Superintendent.
 - c. If a satisfactory agreement is not reached, the Immediate Supervisor shall write his/her disposition and sign his/her name. He/She shall return one copy to the grievant, one copy to the Superintendent, and one copy to the Association President.
2. Superintendent
 - a. If Step One fails to resolve the grievance, the grievant shall, within five (5) days, make a written request to the Superintendent to study the grievance. The Superintendent shall schedule a conference to be held within ten (10) days of the receipt of the grievance. The Superintendent shall respond within fifteen (15) days of receipt of the grievance.
 - b. If satisfactory agreement is reached, the Superintendent shall write the settlement on the grievance form, co-sign it with the grievant, and return one copy of the form to the grievant and one copy to the Association President.

- c. If a satisfactory agreement is not reached, the Superintendent shall write his/her disposition and sign his/her name. He/She shall return one copy to the grievant and one copy to the Association President.

3. Board of Education

- a. If Step Two fails to resolve the grievance, the grievant shall, within five (5) days, make a written request to the Board to study the grievance. The Board shall schedule a conference to be held at the next regular Board meeting that occurs at least five (5) days after receipt of the grievance. The Board shall respond to the grievance within five (5) days after the meeting.
- b. If satisfactory agreement is reached, the Board, through its Treasurer, shall write the settlement on the grievance form, co-sign it with the grievant, and return one copy of the form to the grievant and one copy to the Association President.
- c. If a satisfactory agreement is not reached, the Board, through its Treasurer, shall write its disposition and authorize signing by the Treasurer. The Treasurer shall return one copy to the grievant and one copy to the Association President.

4. Arbitration

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

ARTICLE 6. EMPLOYEE WELFARE AND INPUT

A. Citizenship and Personal Freedom

All members of the teaching staff enjoy the full legal rights of citizenship. The parties agree not to discriminate against any bargaining unit member on the basis of his/her race, color, creed, national origin, religion, disability, or gender.

B. Academic Freedom

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

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

C. Other Duties

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

D. Scheduling "Specials"

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

E. Appropriation Input

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

F. Supply Budgets

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

G. Release Time For Wayne County Fair

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

H. Curriculum

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

I. Administering Medication

An employee shall not be required to administer a medication/drug to a student if the employee objects, unless necessary to save the student's life in a life-threatening emergency.

J. Student Grades

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

K. Student Behavioral Problems; Right to Know

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

L. First Aid Supplies

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

M. Local Professional Development Committee

1. A Local Professional Development Committee (LPDC) shall exist to oversee and review professional development plans for continuing education and CEU credits (if approved by the State of Ohio.)
2. The term of office for LPDC members shall be three (3) years, and terms for teacher representatives, in order to provide continuity, shall be staggered so that one (1) teacher will go off the Committee each year.
3. The LPDC shall be composed of three (3) persons appointed by the Association, which shall have as representation: Elementary, Middle School and High School, and two (2) persons appointed by the Superintendent. Vacancies arising during the term shall be filled in the same manner.
4. The Chairperson and LPDC decisions shall be determined by majority vote of the LPDC. It is the Chairperson's responsibility to prepare agendas and minutes for each meeting.
5. The LPDC shall develop and maintain an independent appeals procedure for appeals from decisions of the LPDC whose decisions are not grievable. Administrators and the Treasurer, whose plans are denied, may appeal to the Board of Education per the Board appeals procedure as the alternative to the LPDC's independent appeals process.
6. The LPDC will meet four (4) one-half days during the work year. The Board will provide substitutes, as are necessary. The meetings, if any other staff are included, will be held after school hours with the time and dates posted for all certificated/ licensed staff. At least two (2) meetings will be held during the summer months when school is not in session. These meetings will be posted for all certificated/licensed staff. Each member of the LPDC will receive a stipend of Eight Hundred Dollars (\$800.00) per year, per person.
7. LPDC members shall be afforded the opportunity to attend training related to performance of their duties, subject to the Superintendent's approval. Where such training occurs during the regular workday, paid release time shall be granted not subject to any Professional Leave restrictions but subject to the approval of the Superintendent, whose approval shall not be unreasonably withheld.

8. The Board, working in collaboration with the Superintendent, will provide and pay for secretarial services, certificate/license tracking services, and storage of information and files for the LPDC.
9. Professional staff must submit educational plans in writing to the LPDC for approval by January 30 of the first year of their new certificate/license. If a staff member has any questions of the LPDC, the employee should submit the questions in writing.
10. Annually, the LPDC shall communicate the certification/licensure status of staff to the Superintendent by September 30.
11. For the term of the Negotiated Agreement, the LPDC will undertake the responsibility for the Master Teacher Program as required by SB 2.

The LPDC will:

- a. Function as the Master Teacher Program Committee of at least five total members (majority teachers) to review and score Master Teacher applications.
- b. Establish formatting, assembling and submitting requirements. (using the document on the Master Teacher Program produced by the ODE Center for the Teaching Profession. Appendix I.)
- c. Report the number of Master Teachers in their district through EMIS beginning with the 2008-2009 school year.
- d. The District will insure that, under no circumstances, will the involvement in the activities of the Master Teacher Program Committee result in any adverse employment decisions for Committee Members or Master Teachers.
- e. Insure that the Master Teacher Program process shall have no adverse impact on the teacher's employee evaluation.
- f. Assure that the Master Teacher Program process is completely voluntary for bargaining unit members.
- g. Determine at the expiration of this Negotiated Agreement if the tasks of Master Teacher Committee are able to be continued in future Negotiated Agreements by the LPDC. The LPDC will make their recommendation to the Association and Board Negotiation Teams prior to the start of the next negotiations.

N. Education of Students with Disabilities

1. The Association and the Board recognize the District's obligation to provide a free appropriate public education for students with disabilities under IDEIA and/or Section 504. The parties further recognize that Federal and State statutes and regulations require that disabled students be educated "to the maximum extent appropriate" with children who are not disabled by providing special education, related services, and supplemental aids and services in the least restrictive environment. In providing a free appropriate public education, the parties acknowledge that the needs of each individual disabled student will dictate the environment in which the child is educated and that each student's individualized education program will be developed in accordance with their unique special needs.
2. Recognizing these statutory obligations, the continuum of options available to disabled students, and the potential impact and additional teacher workload of these obligations and options in a regular education classroom setting, the following factors will be considered:

- a. The educational benefits, both academic and nonacademic, available to a disabled student in the regular classroom setting and the disabled student's progress, with appropriate supplemental aids and services;
 - b. The effects and impact of the disabled student's inclusion in the regular education classroom setting upon the other children in the class, both positive and negative (e.g. unreasonable classroom disruptions or diversion of instruction time despite appropriate supplemental aids or services); and
 - c. The cost of necessary supplementary services.
3. Any teacher involved in educating a student who is being served under an IEP or 504 Plan will be given a copy of the IEP plan.
- a. Teachers will be given the opportunity to provide input and feedback in the development, implementation or revision of the plan.
 - b. The IEP/504 Plan will designate the individual to whom the teacher should go to discuss questions and concerns related to Section N2, above, or seek revisions or interventions.
4. IEP/IAT Meetings
- a. Bargaining unit members who are unable to attend an IEP/IAT meeting may submit the required input on the plan prior to the scheduled IEP/IAT meeting.
 - b. Bargaining unit members required or invited by the Building Administrator to attend an IEP/IAT meeting will be paid a fixed rate of Twenty Dollars (\$20.00) per meeting for meetings held outside the workday.
 - c. If parents are able to attend meetings during the workday, Building Administrators/IEP Case Managers will attempt to schedule the IEP/IAT meeting during work time.
 - d. Building Administrators/IEP Case Managers will attempt to avoid scheduling IEP/IAT meetings during the regular education teacher team member's daily preparation period.
 - e. Building Administrators will use building substitutes to cover classes for regular education teachers who are required to attend IEP/IAT meetings as a member of the team.
 - f. A teacher who is to implement any part of an IEP/IAT and who has reason to believe that the student's placement is inappropriate may request an IEP/IAT team meeting.
5. Recognizing that special classes, separate schooling, or removal of children with disabilities from the regular education environment may occur only when the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily; the District will be proactive in:
- a. Exploring outside resources that will support and assist the affected teachers in providing education in the least restrictive environment;
 - b. Providing inservice training to teachers to assist in addressing the needs of disabled students in a regular education classroom environment;
 - c. Exploring successful models of inclusive programs in a regular education environment for consideration and possible implementation; and

- d. Providing the individualized supplementary aids and services, including personnel, that may be necessary to provide instruction, medical procedures, or custodial care in a regular education environment.
- 6. To the extent practical, IEP/504 meetings or staffings will be held during the workday.
- 7. Special education teachers (exclusive of tutors or related services personnel) will be provided one (1) day release time for drafting of IEPs. Special education teachers shall be provided release time, as has been the practice, to conduct IEP conferences.
- 8. Nothing in this Article shall conflict with Federal or State laws governing the education of students with disabilities.
- 9. Specialized Health Care Procedures
 - a. Teachers in MD units with medically fragile students will be trained in any procedure necessary to protect the child.
 - b. Teachers, other than MD teachers with medically fragile students, shall not be requested or required to perform any medical procedure including, but not limited to, gastrostomy tube feedings, catheterizations, or tracheotomy suctioning of a student. Trained MD teachers may be requested but are not required, except in emergencies, to perform any medical procedure including, but not limited to gastrostomy tube feedings, catheterizations, or tracheotomy suctioning of a student.
- 10. Any issues relating to the following topics are not grievable:
 - a. a student's eligibility for special education or accommodations under the IDEIA or 504 Plan;
 - b. the contents or appropriateness of a student's IEP/504 Plan; or
 - c. the student's placement.

O. Part-Time Positions

Part-time positions will be kept to a minimum.

P. Labor/Management Committee

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

Q. Disciplinary Action

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

ARTICLE 7. PROCEDURE FOR HANDLING PARENTAL COMPLAINTS

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

ARTICLE 8. CLASS SIZE

- A.** Triway Local Schools will comply with the following regarding pupil-teacher ratios:
 - 1. Forty (40) classroom teachers per 1,000: Basic ADM
 - 2. Not counted in the aforementioned:
 - a. Administration,
 - b. Special Education Teachers,
 - c. Vocational Education Teachers,
 - d. Federally-funded employees, and
 - e. E.S.P. people counted in the five (5) per 1,000 ratio for that category.
- B.** Triway Local Schools will comply with the following E.S.P. pupil ratios:
 - 1. Five (5) E.S.P. people per 1,000: Basic ADM
 - 2. E.S.P. people are:
 - a. Elementary Physical Education
 - b. Elementary Music
 - c. Elementary Art
 - d. Guidance Counselor

- e. Visiting Teachers
- f. Librarians
- g. Nurses

ARTICLE 9. COVERING CLASSES OF ANOTHER TEACHER

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

ARTICLE 10. ANNUAL ATTENDANCE

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

ARTICLE 11. SCHOOL DAY

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

E. Flexibility

All parties will respect the need to have staff present and on duty during all instructional and duty times of the student day. Each teacher will be permitted to leave the building, with prior notification, at times that coverage is not needed, provided the teacher is able to work the seven and one-half (7.5) hour day by coming in early or staying late. These absences will not require an All Purpose Leave Form to be completed unless coverage is needed.

F. Monthly Staff Meetings

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

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

- A. The statute provides that any Board employee may, at Board discretion, receive compensation and expenses for days on which he/she is excused by the Board to attend professional meetings, and the Board may provide and pay the salary of a substitute for such days.
- B. A teacher does not have a vested right to attend any such meetings. The attendance at and the right to receive compensation and expenses for meetings, rests in the discretion of the Board except as provided herein.
- C. Under the following conditions, the Board will approve clinics and workshops to at most Forty Thousand Dollars (\$40,000) per school year, to be prorated among the buildings based upon the number of staff members in each building. [Unencumbered dollars remaining as of March 15 shall be pooled and available to all teachers.]
 - 1. For Board-approved workshops, clinics, and conferences held within or outside the State, the Board will provide a paid classroom substitute for up to two (2) District teachers released to

attend such functions. The Superintendent may approve in excess of the allotted two (2) attendees per workshop, clinic or conference.

2. Travel will be paid by the Board at the rate specified in Article 30 (Travel Allowance) to a maximum of five hundred (500) total miles regardless of mode of transportation. Mileage is for one (1) person for every three (3) persons per conference. In addition, parking fees will be paid.
3. The Board will reimburse per person, per day, for the duration of the conference, clinic, or workshop, a food allowance of Thirty-Five Dollars (\$35.00) unless the registration and lodging fees include meals.
4. Registration fees for the conference, clinic, or workshop will be paid by the Board. Registration fees in excess of Fifty Dollars (\$50.00) should be paid through a District Purchase Order if allowed by the conference. Otherwise, registration fees in excess of Fifty Dollars (\$50.00) will be timely paid by the Board directly to the conference, if application for the conference is submitted thirty (30) calendar days or more prior to the conference. However, if a bargaining unit member does not attend the conference that has nonrefundable prepaid registration and is not otherwise on Sick Leave for which substantiation may be required and schools are not closed due to inclement weather, the Board is authorized to deduct the registration fee from the next pay of the bargaining unit member.
5. Lodging will be paid at a maximum of Ninety Dollars (\$90.00) per person per night. If employees are sharing a room, the reimbursement for lodging will not exceed the actual cost of the room.
6. All clinics and workshops for staff must be approved by the Board prior to the clinic/workshop. All requests will be submitted to the Superintendent on the appropriate forms (Appendix B) at least thirty (30) calendar days prior to the conference/clinic/workshop. The Superintendent may approve conferences/ clinics/workshops between Board meetings.
7. A maximum of two (2) clinics, workshops or conferences may be approved for each employee per school year, excluding those mandated by State programming.
8. In order to provide optimum use of these funds, bargaining unit members, if the option is available, should select the closest, lesser expensive conference, if two (2) conferences are identical in content.
9. At the end of each fiscal year, any funds left in this account shall be divided equally (to a maximum of that initially requested) to those persons who had applied and been denied funds for this purpose during the fiscal year.

D. Athletic clinics and workshops are in addition to the amount in Section C, above, and are paid out of the athletic budget and use the procedure established below:

1. The Board shall appropriate Three Thousand Dollars (\$3,000) per contract year.
2. Head Coaches of each sport shall be permitted One Hundred Dollars (\$100.00) per contract year toward an athletic clinic/workshop of his/her choice.
3. The Head Coach of each sport shall be permitted to assign, to any other member of his/her coaching staff, One Hundred Dollars (\$100.00) per contract year toward an athletic clinic/workshop approved by the Head Coach.
4. The remaining money in each contract year shall be granted to persons approved by the Athletic Director in no larger than One Hundred Dollars (\$100.00) increments.

5. For the duration of this Contract, any unspent portion of the annual Three Thousand Dollars (\$3,000) shall be automatically carried over to the next contract year in addition to that allotted in D1, above.
6. Head Coaches and varsity level Assistant Coaches who are approved by the Head Coach and High School Principal shall be released to attend State Finals in his/her sport without any additional cost to the Board other than perhaps a substitute. However, approval is subject to the availability of a substitute.

ARTICLE 13. COMPULSORY DUTY

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

ARTICLE 14. PERSONAL LEAVE

- A. Each teacher shall be granted three (3) days of Personal Leave per school year. One (1) of the three (3) days may be unrestricted but may not be taken during the first month, last month, on professional development days, or used to extend a holiday. Such leave shall not be cumulative. No more than fifteen percent (15%) of the staff to the next whole person in a building may be on Personal Leave during the same period of time. Conflicts will be resolved on a first-come/first-served basis. Exceptions to this rule shall be up to the Superintendent.
- B. Personal Leave shall be granted for the following reasons:
 1. Personal business,
 2. Emergencies of any immediate nature,
 3. Religious holiday,
 4. Compulsory court attendance,
 5. Marriage in the immediate family,
 6. Death of a close friend or relative not covered under present Sick Leave,
 7. College graduation, and
 8. Professional improvement.

- C. The teacher shall notify the Superintendent of his/her intent to use Personal Leave on the leave form (Appendix B). Personal Leave may not extend holidays or breaks unless the Superintendent has given prior approval.
- D. Notification should be at least three (3) working days in advance, except in emergency situations. In emergency situations, the form shall be completed by the teacher upon return to work. However, the teacher is obliged to notify the Principal of the emergency and the need to be off from his/her teaching assignment, so as to provide the Principal with the opportunity to arrange for a substitute for the teacher.
- E. Personal Leave requested from the start of the school year through the end of September, and from May 1 through the end of school year, and on professional development days, must have prior written approval of the Superintendent.
- F. Unused Personal Leave will be converted to sick days at the end of the school year.

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

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

ARTICLE 16. ASSOCIATION LEAVE

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

ARTICLE 17. GENERAL AND MATERNITY/CHILD CARE LEAVE

A. General Unpaid Leave

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

B. Family and Medical Leave

1. An eligible employee may take up to twelve (12) workweeks of unpaid leave (“FMLA Leave”) in any school year (August 1 through July 31) for one (1) or more of the following circumstances:
 - a. The birth of an employee’s child and to care for the child up to age one (1);
 - b. The placement of a child with an employee for adoption or for foster care up to a twelve (12) month period after the placement;
 - c. To care for the spouse, child, or parent of an employee when that family member has a serious health condition (Form WH-380F);
 - d. For a serious health condition of the employee that makes him/her unable to perform the functions of his/her job (Form WH 380E).

- e. For qualifying military situations arising when a teacher’s spouse, son, daughter, or parent is on active duty or is called to active duty status. (Form WH 384)
2. An eligible bargaining unit member may take up to twenty-six (26) workweeks of leave during a single twelve (12) month period to care for a covered service member who is the spouse, son, daughter parent, or next of kin of the bargaining unit member. (Form WH-385)
 3. A “serious health conditions” is defined as one that involves either inpatient care or one where the period of incapacity:
 - a. Is more than five (5) consecutive calendar days and involves treatment by a health care provider;
 - b. Is due to incapacity due to pregnancy or prenatal care;
 - c. Is a period of incapacity or treatment for such incapacity due to a chronic serious health condition;
 - d. Is a period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective;
 - e. Any period of absence to receive multiple treatments (including any period of recovery there from) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider.

Conditions for which cosmetic treatment are administered are not “serious health conditions” unless complications develop.

4. Spouses employed by the Board are jointly entitled to a combined total of twelve (12) weeks of FMLA Leave if the FMLA Leave is requested for the birth or placement of a child or to care for an ill parent (but not parent-in-law). Spouses employed by the Board are jointly entitled to a combined total twenty-six (26) weeks of FMLA leave if the leave is requested to care for a covered service member.
5. For purposes of this Section, a qualifying military situation arises when a teacher’s spouse, son, daughter, or parent is on active duty or called to active duty status (*i.e.*, not on active duty in the Armed Forces) and includes, but is not limited to, the following situations:
 - a. Attendance at official military-sponsored events,
 - b. To provide or arrange for alternative childcare or schooling,
 - c. To make financial or legal arrangements to address the member’s absence while on active duty,
 - d. Counseling,
 - e. Rest and recuperation, and
 - f. Post-deployment activities.

For purposes of military caregiver leave, a covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury incurred in the line of active duty that renders a service member medically unfit to perform her

or her duties and for which the service member is undergoing medical treatment, recuperation, therapy or otherwise in an outpatient status or on a temporary disability retired list.

6. To be eligible for FMLA Leave, the employee must:
 - a. Have been working for the Board for at least twelve (12) months before the leave request (these do not need to be consecutive months); and
 - b. Have worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) month period preceding the FMLA Leave; and
 - c. Provide the Board with thirty (30) days' advance notice when the need is foreseeable and such notice is practicable.
7. Sick Leave taken in accordance with Article 9, herein, shall be counted as FMLA Leave if the reasons for taking leave qualify as FMLA reasons.
8. The Board shall notify the teacher of FMLA eligibility within three (3) business days of learning of the need for FMLA leave (Form WH – 381 and WH – 382).

C. Maternity/Child Care Leave

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

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

- A. An employee who is a member of a reserve component of the Armed Forces of the United States and/or the State of Ohio shall be granted leave of absence from his/her respective duties without loss of pay for such time as he/she is in the military service or field training or active duty for periods not to exceed one hundred seventy-six (176) hours in any one (1) calendar year. Employees called to active duty in the uniformed services for longer than a month in a calendar year are entitled to leave and pay as set forth in ORC 5923.05. The Board and the employee shall continue to contribute to the State Teachers

Retirement System based on the amount of compensation actually paid to the employee during the military leave of absence, subject to any subsequent legislative enactment.

- B.** An employee shall be granted a leave without pay when he/she leaves the employment of the Board and within forty (40) days thereafter enters the Armed Forces of the United States. An employee shall be reemployed following such leave if application is made in writing within ninety (90) days of discharge, other than a dishonorable discharge, from active duty. Reemployment shall be under the same type of contract as was formerly held and shall be at the beginning of the next semester, provided application is made not less than thirty (30) days prior to the beginning of the next semester. For the purposes of seniority and placement on the salary schedule, years of absence on extended active duty in the armed services or auxiliaries thereof shall not exceed four (4), and shall be counted as though school services had been performed during such time. The Board may suspend the contract of the employee whose services become unnecessary by reason of the return of an employee from service in the armed services or auxiliaries thereof in accordance with Article 22 (Vacancies/Transfers/Assignment) and Article 20 (Reduction in Force).
- C.** Upon reinstatement, such employee shall receive credit on the salary schedule for time spent in the military service in accordance with the Ohio Revised Code; however, Sick Leave is not accumulated during the period of military leave (ORC 3319.14.1).
- D.** A copy of the military order directing the employee into service shall be attached to the request for absence on such forms as may be prescribed by the Board.

ARTICLE 19. SICK LEAVE

- A.** Each full-time employee shall be entitled to Sick Leave credit of one and one-fourth (1-1/4) workdays with pay for each month of service. Sick Leave shall be fifteen (15) days per year. Unused Sick Leave shall be cumulative to two hundred eighty (280) days.
- B.** Each employee shall be entitled to an advancement of up to five (5) days of Sick Leave upon exhaustion of accrued Sick Leave, each school year. Any days advanced per this Section will be paid back through normal accumulation. If an employee leaves employment with days still owing the Board, there shall be an adjustment to the final pay.
- C.** The Board may require a member of the bargaining unit to furnish a written, signed statement on the enclosed form to justify the use of Sick Leave (Appendix B). If medical attention is required, the employee shall list the name and address of the attending physician and the date(s) when he/she was consulted. Nothing in this Section shall be construed to waive the physician/patient privilege provided by ORC 2317.02. Falsification of a statement is grounds for suspension or termination of employment pursuant to ORC 3319.081 and 3319.16. Bargaining unit members must complete the Triway Local School Employee KIOSK process within two (2) days of returning from absence due to illness.
- D.** Employees may use Sick Leave for absence due to:
 - 1. Personal illness,
 - 2. Injury,
 - 3. Exposure to contagious disease which could be communicated to others,
 - 4. Illness, injury, or death in the employee's immediate family, and
 - 5. Pregnancy (Child Care Leave is also available; see Article 18B.)

E. "Immediate family" means parent, current mother- or father-in-law, son or daughter-in-law, child, spouse, sister or brother, grandparent, current grandparent-in-laws, grandchildren, current sister- or brother-in-law, aunt, uncle, current aunt or uncle-in-law, niece or nephew, great grandparents, great grandchildren, current great aunt and uncle-in-law step or foster children, step or foster parent, or any relative who is a permanent resident in the employee's home.

F. **Sick Leave Bank**

1. The purpose of the Sick Leave Bank shall be to extend additional Sick Leave days to bargaining unit members should an illness or injury as described in F3, below, exhaust the employee's accumulated Sick Leave.
2. Each employee may contribute an initial one (1) day of his/her accumulated Sick Leave to a common bank. Further, yearly contributions to be made on or before September 30 of any year shall be limited to the number of days necessary to bring the Sick Leave Bank to a level of one hundred (100) days. Such contributions are irrevocable. Only employees who have contributed days to the Sick Leave Bank may apply for days from the Sick Leave Bank. Participation in the Sick Leave Bank shall be voluntary. Employees who have not participated previously shall be permitted to contribute during annual open enrollment periods.
3. Upon depleting accumulated Sick Leave and after obtaining a doctor's statement certifying a life threatening or debilitating physical illness or injury preventing the member from performing the duties of his/her job for more than ten (10) workdays, a member may request days from the Sick Leave Bank. A committee composed of three (3) members appointed by the District and three (3) members appointed by the Association President will act immediately on the request. The Committee shall grant the request if: (1) District records show that the member has exhausted his/her accumulated Sick Leave; (2) the member is not eligible for lost time compensation under Workers' Compensation or under STRS disability, (3) the member is a contributing member to the Sick Leave Bank; (4) the member has experienced a life threatening or debilitating physical illness or injury that has prevented him/her from performing his/her job requirements for more than ten (10) days and a doctor has certified in writing this illness or injury; and (5) there are sufficient days in the Sick Leave Bank to cover the request. Sick Leave Bank days may not be used to care for another member of the employee's family.
4. If the request is denied, the member shall be informed in writing as to the reason for denial. The actions of the Committee shall not be subject to any further appeal through the grievance procedure or otherwise.
5. If the request is approved, the Committee shall notify the Board Office, and subsequent days of absence due to the illness or injury, including the first ten (10) days of the illness or injury if the employee's accumulated Sick Leave was not available for those days, will be charged to the Sick Leave Bank until further notice. However, in no case will more than a total of seventy (70) days of Sick Leave from the Sick Leave Bank be approved per individual member for the life of the teacher's contract. Members may not use days from the Sick Leave Bank to begin the school year.
6. The District shall keep accurate records of leave accumulated by the Sick Leave Bank and of Sick Leave used by the Bank. These records shall be available at all times for review by the Committee members and by the Association. Annually, the District shall notify the Association in writing of the accumulated days and days charged to the Sick Leave Bank that year.
7. Membership shall be terminated by written request of the member or by the end of his/her employment with the District. Previously donated days shall remain in the Sick Leave Bank.

8. Unused Sick Leave Bank days awarded to participating bank members will be returned to the Sick Leave Bank.
9. If a legitimate need arises during a school year and the Sick Leave Bank is out of days, the Sick Leave Bank Committee may call for a replenishing of the Sick Leave Bank. The Committee will determine the number of days needed to meet the need for the remainder of the year.

ARTICLE 20. ASSAULT LEAVE

1. The Board believes that a bargaining unit member who suffers a physical disability as a result of an assault which occurs in the course of employment in the District shall be maintained on full pay during the resulting absence from assigned duties for up to thirty (30) work days. An injured bargaining unit member may apply for up to an additional thirty (30) work days in cases of serious injury. Assault leave shall not be charged to the sick leave entitlement of the bargaining unit member. Assault leave shall terminate if the bargaining unit member begins to receive benefits under a disability plan or Workers' Compensation.
2. In order to be entitled to assault leave, a bargaining unit member shall:
 - a. Complete a signed report on forms approved by the District and submit to the Treasurer within five (5) workdays of the alleged assault.
 - b. Submit a certificate from a licensed physician stating the nature of the disability/injury and its probable duration [and each pay period thereafter].
 - c. Report the assault to the local law enforcement and cooperate with any police investigation.
 - d. Provide a signed release from his/her physician to return to work following the period of assault leave.
3. The Superintendent may conduct such investigations and interviews as he/she deems necessary to verify the authenticity and severity of the assault. Each request approved by the Superintendent shall be reported to the Board at its next meeting.
4. Payment for assault leave shall be at the bargaining unit member's rate of pay in effect at the time of the assault or at such increased rate for which the bargaining unit member may become eligible.

ARTICLE 21. REDUCTION IN FORCE

A. Reason(s)

When by reason of decreased enrollment of pupils (in grade levels or in subject areas), return to duty of regular teachers after leaves of absence, changes in course offerings, suspension of schools or territorial changes affecting the District, financial reasons, or loss of a federally-funded position due to loss of Federal funds, the Board decides that it will be necessary to reduce the number of bargaining unit members, it may make a reasonable reduction.

Not less than twenty (20) days prior to any Board action to suspend contracts pursuant to a reduction in force (RIF), the Superintendent will meet with the Association President to discuss the reasons for the proposed reduction.

B. Procedure

1. The Board of Education shall act on all continuing contracts prior to implementation of this procedure.
2. Bargaining unit members shall notify the Superintendent or his/her designee in writing of his/her intent to request leave, retire, return from leave or resign.
3. To the extent that reductions are not achieved through attrition, and circumstances permit, the Board shall proceed to suspend contracts for teachers who have been evaluated in accordance with the evaluation procedure required by law. Suspension of contracts shall be recommended by the licensure/certification area and an order shall be based on the following:
 - a. In determining the position(s) to be reduced, eliminated or not filled, the following sequence shall be used:
 1. First, limited contract teachers shall be reduced first utilizing the following order:
 - a) Licensure/Certification
 - b) Competency as determined by formal evaluation
 - c) When evaluations are comparable, seniority in the District shall prevail.
 - d) Comparable will be defined as follows by final summative rating:
 1. All teachers defined as “Accomplished,” “Skilled” or “Developing” will be deemed comparable to one another;
 2. All teachers defined as “Ineffective” will be deemed comparable to one another.
 2. Second, continuing contract teachers shall be reduced utilizing the following order:
 - a) Licensure/Certification
 - b) Competency as determined by formal evaluation
 - c) When evaluations are comparable, seniority in the District shall prevail.
 - d) Comparable will be defined as follows by the final Summative Rating:
 1. All teachers defined as “Accomplished”, “Skilled” or “Developing” will be deemed comparable to one another;
 2. All teachers defined as “Ineffective” will be deemed comparable to one another.
 - e) On a case-by-case basis, in lieu of suspending a contract in whole, the Board may suspend a contract in part, so that an individual is required to work a percentage of the time the employee otherwise is required to work under the contract and receives a commensurate percentage of the full compensation the employee would receive under the contract.

- f) A non-classroom teacher's summative rating is based solely on their overall performance rating.
4. "Seniority" will be defined as the length of continuous service as a certificated/licensed employee under regular full-time contract in this District. Exceptions to preferences for retention based on seniority may be made when it is necessary to do so in order to comply with State and Federal laws relating to employment. Updated seniority lists shall be provided to the TEA president by November 15th of each year. The TEA president will return the list with any corrections by December 15. Seniority shall be determined by placing all teachers on seniority lists within their area or areas of certification/licensure giving preference, within each area of certification/licensure, first to teachers on continuing contracts, then to professionally or permanently certificated/licensed teachers or provisionally certified/licensed teachers on limited contracts, and finally to limited contract teachers with temporary or one-year vocational certification.
5. If two (2) or more teachers have the same length of continuous service, seniority will be determined by:
 - a. the date of the Board meeting at which the teacher was hired; and then by
 - b. the date the teacher signed his/her initial employment contract in the District; and then by
 - c. the date of the application, if it can be determined; and then by
 - d. any remaining ties will be broken by lot.
6. Board approved leaves of absence will not interrupt seniority, but time spent on such leave shall not count toward seniority.
7. Reduction shall occur by suspension of contract. Nonrenewal shall not be used to effectuate a reduction in force.
8. Using the criteria in this provision, the District will establish the order which members' contracts are suspended and will recall members in reverse order.

C. Notice

The Board shall notify every affected teacher and the Association President of those teachers being released, and provide a copy of the Reduction in Force Procedures seniority list at least ten (10) calendar days prior to formal Board action to implement the Reduction in Force. As each person is reinstated, the Board shall notify the Association President.

D. Recall

1. The names of teachers whose limited contracts are suspended in a reduction in force will be placed on a recall list for up to twenty-four (24) months from the date of the reduction. Teachers on the recall list will have the following rights.
2. If a vacancy occurs, the Board will send an announcement by certified mail to the last known address of each teacher on the recall list who is qualified according to these provisions.

If a teacher on a recall list accepts full-time employment with another school district in a position requiring a certificate/license, and has determined not to return to the Triway Local Board of Education, the teacher shall so notify the Superintendent immediately and will be removed from the recall list.

3. Teachers on the recall list will be recalled in reverse order of reduction for vacancies in areas for which they are certificated/licensed.
4. It is the teacher's responsibility to keep the Board informed of his/her current address. Each teacher is required to respond by certified mail to the District Office as to whether or not the position will be accepted. The most senior of those responding will be given the vacant position. Any teacher who fails to respond or who declines to accept the position within ten (10) calendar days will forfeit all recall rights.
5. Any bargaining unit member who gains additional certifications/licenses while on the recall list will be credited at the time of submission to the Superintendent.
6. Teachers returning to employment after a RIF shall resume their previous contract status, seniority, salary, and existing fringe benefits.
7. If a position initially abolished is reinstated or if a new position(s) is established, an attempt will first be made to fill the vacancy from teachers on the recall list prior to filling such vacancy.
8. Consistent with COBRA and where group insurance policies permit, a teacher whose contract has been suspended may continue to participate in those benefits which are provided to those teachers in active employment provided that the teacher pays the total premium to the Board Treasurer one (1) week prior to the date the Board normally pays the premiums to the company.
9. This Article shall not require the Board to fill any vacancy, nor shall it interfere with any other lawful personnel procedures in the District.

E. Bumping

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

ARTICLE 22. EVALUATION GUIDELINES

Teacher Evaluation Philosophy

A. Purposes

1. To support informing instruction with data from formative and summative assessments.
2. To serve as a tool to advance the professional learning and practice of teachers individually and collectively in Triway Board of Education.

3. To assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.
4. To assist the administration in utilizing appropriate data to guide identification and development of meaningful professional development opportunities for teachers.
5. To promote and foster professional and collaborative dialogue between teachers and Credentialed Evaluators.

B. Evaluation Parameters:

1. The board shall provide training on the teacher evaluation procedure for all credentialed evaluators and all teachers prior to the implementation of the evaluation procedure.
2. The board shall provide training on the teacher evaluation procedure, including recalibration of evaluation ratings annually and said training shall address the evaluation Standards for Ohio Educators and rubrics, tools, processes, and methodology, including the use of student growth data.
3. Teacher evaluation will take place only when normal instruction is expected to take place.
4. Teacher evaluation will take place on a mutually agreed upon date.
5. The primary purpose of the evaluation procedure is to be used as a means for improving instruction.

C. Definitions

1. Credentialed Evaluator: A person: 1) who is eligible to be an evaluator in accordance with ORC 3319.111(D); and 2) who holds a credential established by ODE for being an evaluator. Every evaluator must complete state-sponsored evaluation training and is required to pass an online credentialing assessment. Bargaining unit members shall not serve as a credentialed evaluator.
2. Evaluation Cycle: The evaluation cycle occurs during each school year for each teacher as set forth in Board policy.
3. Evaluation Framework: The standards-based state framework for evaluation of teachers developed by the Ohio Department of Education (“ODE”) in accordance with Ohio Revised Code §3319.112, for evaluation of teachers under Ohio Revised Code §3319.111 and §3319.112.
4. Evaluation Procedure: The procedure used to conduct teacher evaluations, which includes informal observations (“classroom walkthroughs”) and formal observations to assess teacher performance and value-added, vendor assessment, student learning objectives, and/or shared attribution to measure student growth.
5. Evaluation Rating (aka Effectiveness Rating): The evaluation rating is assigned at the conclusion of the evaluation cycle when the Teacher Performance Rating (50% of the evaluation rating) is combined with the results of Student Growth Measures (50% of the evaluation rating). Evaluation ratings are: Accomplished, Skilled, Developing and Ineffective. In the event the Ohio legislature modifies these percentages, the Union and Board may mutually agree to negotiate on the limited issue of whether the percentages should also be modified in this Article.
6. Improvement Plan: A written Improvement Plan will be developed in the circumstances when a teacher 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 Rubric. The

- purpose of an Improvement Plan is to identify specific performance deficiencies and foster growth through professional development and targeted support.
7. Locally-Determined Measures: This term refers to Student Learning Objectives (“SLO”) or Shared Attribution.
 8. ODE-Approved Assessments (aka Approved-Vendor Assessment): Student assessments approved by the Ohio Department of Education that measure mastery of the course content for the appropriate grade level which may include nationally named standardized assessments, industry certification exams, or end of course examinations for grade level and subjects for which the Value-Added measure does not apply.
 9. OTES: This acronym refers to the Ohio Teacher Evaluation System, which was adopted by the Ohio State Board of Education as a result of the Ohio legislature passing a new state-wide teacher evaluation system under sections 3319.111 and 3319.112 of the Ohio Revised Code.
 10. OTES Rubric: The OTES Rubric approved by the Ohio Department of Education, which is attached as Appendix B to the Standards-Based Teacher Evaluation Board Policy.
 11. Performance Deficiency: A performance deficiency includes either an overall ineffective rating or an ineffective rating on any of the components of the OTES Rubric.
 12. Poorly Performing Teachers: Refers to teachers identified through the Evaluation Procedure who demonstrate an inability and/or unwillingness to meet the reasonable expectations of OTES.
 13. Shared Attribution: Shared Attribution refers to Student Growth Measures attributable to a “group.” Groups can include: grade level, department level, building level, or district level.
 14. Student Growth Measures (“SGM”): Student growth is the change in student achievement for an individual student between two or more points in time. A Student Growth Measure is a tool or assessment used to measure student growth and includes some combination of the following: 1) Teacher-level Value-Added Data; 2) ODE-Approved Assessments; and/or 3) Locally-Determined Measures (i.e. Student Learning Objectives or Shared Attribution). The SGM used for a teacher depends on the teacher category within which he or she falls. For the 2015-2016 school year, SGM will be based on previous school year’s data for value-added, including for Shared Attribution which will be used for local measures. In future years, the Joint Evaluation Committee (“JEC” – See Section O,) will review and/or make a recommendation(s) regarding SGMs and the student data to be used (“SGM student data”) as set forth in Section H.
 15. Student Learning Objectives: A measurable academic growth target that a teacher sets for students or for subgroups of students to be achieved by the student’s mastery of a learning objective over an established interval. Assessment of student mastery shall be based on baseline data gathered when the SLO is established.
 16. Teacher Categories: For purposes of SGM, the following teacher categories exist:
 17. “A1” – A1 teachers are those who instruct Value-Added courses/subjects exclusively.
 18. “A2” – A2 teachers are those who instruct Value-Added courses/subjects but not exclusively.
 19. “B” – B teachers are those with Approved-Vendor Assessment data available.
 20. “C” – C teachers are those with no Teacher-Level Value-Added or Approved-Vendor Assessment data available.

21. **Teacher Performance Rating:** The assessment of a teacher’s performance that results in a performance rating and is based on formal observations (including but not limited to materials and other instructional artifacts) and periodic classroom walkthroughs. Teacher performance results are reported using a 1-4 rating structure with “1” indicating lowest performance to “4” indicating highest performance. Teacher performance ratings are based on the teacher’s current school year performance.
22. **Teacher of Record:** This is the teacher who is responsible for assigning the student a grade so long as (a) the teacher has proper credentials to teach the particular subject/grade level for which she/he has been designated “teacher of record;” and (b) the teacher is responsible for a minimum of fifty percent (50%) of a student’s scheduled instructional time within a given subject or course. For purposes of Student Growth Measures, “teacher of record” is identified using the provisions of, Section H.
23. **Teacher Student Data Linkage (TSDL):** The process of connecting the “teacher of record” to a student and/or defined group of students’ achievement scores for the purpose of attributing student growth to the teacher of record.
24. **Value-Added:** Refers to the EVAAS value-added methodology provided by SAS, Inc., which provides a measure of student progress at the District and school level based on each student’s scores based on state issued standardized assessments.

D. Evaluators

1. Evaluators will include the Superintendent, Building Principals, Assistant Principals, and Special Services Director who are credentialed via state-sponsored evaluation training and have passed the online credentialing assessment.
2. Each teacher will be notified of his/her Credentialed Evaluator, and the following shall apply:
 - a. A teacher with a final summative rating of accomplished or skilled, the evaluator shall be the teacher’s immediate supervisor provided that individual is on the Approved Credentialed Evaluator List. Should the immediate supervisor not be on the Approved Credentialed Evaluator List, the evaluator will be chosen collaboratively between the teacher and his/her immediate supervisor.
 - b. For those teachers with a final summative rating of developing or ineffective, the Superintendent or his/her designee will assign the evaluator from the Approved Credentialed Evaluator List.
 - c. In the situation where a teacher is assigned to more than one building, the Credentialed Evaluator shall be one and not both of the building administrators, with priority to the building to which the teacher is primarily assigned (i.e. home base).

E. Formal Evaluation

All teachers shall be formally evaluated in accordance with the following provisions:

1. No teacher shall be evaluated more than once annually.
2. All monitoring or observation of teacher work performance shall be conducted openly and with full knowledge of the teacher.
3. Teacher performance shall be assessed based on standards for the teaching profession and criteria set forth in the evaluation instrument, Appendix B.

4. The Credentialed Evaluator shall rely on evidence provided by the teacher, the Formal Observations and the Walkthroughs/Informal Observations to evaluate a teacher's performance.
5. All conclusions of performance assessments must be documented and supported by evidence.
6. The Credentialed Evaluator upon request of the teacher, shall provide the teacher with copies of all written documentation, including but not limited to notes, scripts, artifacts, and evidence collected during formal observations and walkthroughs/informal observations.
7. No teacher shall be required to complete a Self-Assessment Form (e.g. OTEs Self-Assessment Form). This tool may be used by teachers as a resource.
8. Video or audio devices shall not be used to record teaching performance for the evaluations, whether by the teacher or by the Credentialed Evaluator. The District will not use video/audio evidence submitted to ODE by a Resident Educator for their Year 3 and Year 4 requirements as evidence to assess teacher performance (OTES).

9. Formal Classroom Observations

For classroom teachers each formal classroom observation is to be an in-depth observation, which means at least thirty (30) minutes in length. The first observation cycle will include 1 formal classroom observation and must be completed on or before the last day of the first semester. The second observation cycle will include 1 formal classroom observation and must be completed on or before April 30. Both observations will be announced. A teacher who is being considered for nonrenewal will have a third formal observation by May 1 which will be announced. The post-observation conference for the third formal observation, if needed, must be completed by May 10. If a remediation plan of improvement is issued to the teacher it will commence in the subsequent school year.

10. A teacher who receives an effectiveness rating of "Accomplished" on the teacher's most recent evaluation will be evaluated every two years unless his/her contract is up for renewal. Biennial evaluations must be completed by May 1 of the evaluation year, with the teacher receiving a written copy of the evaluation results by May 10 of the evaluation year.
11. Prior to the two announced formal classroom observations, the evaluator and teacher will meet to discuss what the evaluator will observe during the classroom visitation, including:
 - Lesson or unit objectives;
 - Prior learning experiences of the students;
 - Characteristics of learners/learning environment;
 - Instructional strategies to meet lesson objectives;
 - Student activities/materials;
 - Differentiation based on needs of student; and
 - Assessment/data collected to demonstrate student learning
12. Prior to the formal observation of non-classroom teachers, the evaluator and non-classroom teacher will meet to discuss what the evaluator will observe.

For non-classroom teachers (defined as bargaining unit members who do not teach students at least 50% of their work day and guidance counselors), the evaluation shall be based upon two (2) observations, and may include walk-throughs and other performance indicators. The first observation cycle will include one (1) formal observation and must be completed on or before the last day of the first semester. The second observation cycle will include one (1) formal

observation and must be completed on or before May 1. Both formal observations will be announced.

13. Walkthrough / Informal Observation

- a. A walkthrough /informal observation (“walkthrough”) is a formative written assessment by a Credentialed Evaluator focusing on:
 - i. evidence of planning;
 - ii. lesson delivery;
 - iii. differentiation;
 - iv. resources;
 - v. classroom environment;
 - vi. student engagement;
 - vii. assessment; or
 - viii. any other component of the standards and rubrics approved for teacher evaluation.
- b. The walkthrough may be unannounced, but nothing prohibits informing the teacher of a walkthrough.
- c. A walkthrough shall be at least five (5) consecutive minutes and no more than fifteen (15) minutes in duration.
- d. Within two work days of completing the walkthrough, the evaluator shall provide the teacher a copy of the Walkthrough / Informal Observation Data Form, Appendix B. If the teacher requests to meet with the evaluator to review this Form, this meeting will be held before the next walkthrough occurs.

14. There will be a follow-up conference within five (5) school days after each observation. The post observation conference is intended to provide reflection and feedback on the observed lesson and to identify strategies and resources for the teacher to incorporate into lessons to increase effectiveness.

15. An evaluation summary will be completed on or before May 10. The teacher and the evaluator will sign the observation and evaluation summary forms. A teacher's signature on the observation and evaluation summary forms will not be interpreted to mean that the teacher agrees with the observation or evaluation summary only that he/she has read and discussed it.

16. The teacher shall have the unfettered right to attach any comments regarding the observation or evaluation summary to the written forms. Such comments shall become a part of the written observation or evaluation summary form and shall be placed in the teacher's personnel file. Such observation or evaluation summary form shall also be submitted to the Superintendent to be placed in the personnel file of the teacher.

17. In the event a teacher's absences interfere with the evaluation timelines (e.g. the teacher is on an approved leave and unavailable for purposes of evaluation), the evaluation timelines will be extended for a corresponding period. Upon the teacher's return to work, the teacher will assume the same contract status held at the time the leave began.

F. Finalization of Evaluation

A final summative rating of teacher effectiveness form found in Appendix B will be completed, signed by the evaluator and provided to the teacher no later than the tenth day of May. The teacher should sign the final summative rating of teacher effectiveness form to verify notification to him/her that the evaluation will be placed on file, but the teacher's signature should not be construed as evidence that the teacher agrees with its contents. The evaluator shall send a copy of the final summative rating of teacher effectiveness form to the Superintendent upon securing the teacher's signature.

Within ten (10) calendar days of receiving the final summative rating of teacher effectiveness form, a teacher has the right to make a written response to the evaluation and to have it attached to the final summative rating of teacher effectiveness form that is placed in the teacher's personnel file.

Each teacher shall have the opportunity to review the teacher performance score and SGM rating in order to ensure accuracy in reporting. If the teacher believes there is an inaccuracy, s/he shall notify the Superintendent or his/her designee on a date designated by the Superintendent each school year.

The Triway Local Board of Education will utilize eTPES for reporting compliance with the Standards Based Teacher Evaluation process. The Superintendent shall annually cause to be filed a report to the department of education the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating as set forth above, aggregated by teacher preparation programs from which and the years in which the teachers graduated.

G. Effectiveness Ratings

1. Classroom teachers will be assigned an effectiveness rating of Accomplished, Skilled, Developing or Ineffective. This rating will be determined based on 50% teacher performance and 50% percent student growth measures. Student growth measures will be determined through measures required by the Ohio Department of Education based on the teacher's instructional assignment. For example, student growth for a teacher who instructs only value added subjects will be based upon the value added measure. A teacher who instructs value added courses, but not exclusively, will have student growth measured based on value added and local measures (approved vendor assessments and/or student learning objectives) proportionate to the teacher's schedule. Where the teacher does not instruct in any value added subject, student growth will be measured by either approved vendor assessments or student learning objectives or a combination of both.

Non-classroom teachers will receive an effectiveness rating of Accomplished, Skilled, Developing or Ineffective based solely on their overall performance rating.

2. The Board adopts the Ohio Department of Education's Ohio Teacher Evaluation System (OTES), which calculates student growth by assessing achievement for an individual student occurring between two points in time. A student who has forty-five (45) or more unexcused and/or excused absences for the school year/ specific class, or a student who misses 22 ½ days/ same class(es) for a one-semester class, will not be included in the determination of student academic growth.
3. The Board will take into consideration any extended leaves of absence of the teacher, whether the teacher was recently transferred to a different position (subject, grade, etc.), student teacher assignments, job sharing arrangements, co-teaching arrangements (i.e. inclusion classrooms), and changes in State mandates on a classroom teacher's evaluation results related to student growth measures.

H. Student Growth Evaluation Component

1. General Principles

- a. The Student Growth Measure used for a teacher depends on the teacher category within which he or she falls. See definition of Teacher Categories.
- b. For Category A1 and A2 teachers, each teacher shall have the opportunity to review the students for whom they are identified as teacher of record prior to the District verifying the teacher’s data and SGM rating in order to ensure accuracy in reporting. If the teacher believes either the teacher of record designation or the underlying student information is inaccurate, s/he shall notify the Superintendent or his/her designee no later than the last Friday in April, unless another date is denoted by the Superintendent.
- c. For Category A2 teachers, the teacher shall have the opportunity to review the percentage of reading/math the teacher teaches proportionate to his/her individual schedule.
- d. District Student Growth Measurement Index:

Teacher Category	Value-Added	Vendor Assessment	LEA Measure		Total
			SLO / Other	Shared Attribution	
A1	50%			0%	50%
A2	Up to % proportionate to schedule		Up to % proportionate to schedule	0%	50%
B		0%	0%	0%	50%
C			0%	0%	50%

2. Student Growth Measure Process for Category A2, B and C teachers

- a. Category B teachers will receive information and/or training regarding vendor assessments utilized to identify their Student Growth Measure as that information becomes available to the Board.
- b. These teachers will receive information and training regarding SLO’s.
- c. The District will provide SLO training to teachers. The Student Growth Committee will determine for the upcoming school year a timeline for these teachers to develop SLOs (which includes a submission, review, resubmission deadline for the SLO, SLO scoring template and SLO numerical rating notices) and will define the SLO interval of instruction.

Teachers will complete the SLO template and checklist (Appendix __) to construct Student Growth Measures and submit it to the Student Growth Committee.

Teachers will complete the SLO template and checklist to construct Student Growth Measures for second semester classes and submit it to the Student Growth Committee.

A teacher whose SLO is rejected by his/her Student Growth Committee shall have ten (10) calendar days to correct and resubmit the SLO.

Each of these teachers shall submit the SLO scoring template with the numerical rating to the appropriate Student Growth Committee.

- d. Each of these teachers shall receive notice of the SGM results for vendor assessments and the numerical ratings for the SLO prior to them being reported, as may be statutorily required. If the teacher believes the SGM result is inaccurate, s/he shall notify the Superintendent or his/her designee within ten (10) calendar days of the date of the notice.

3. District Student Growth Committee

Committee Composition and Selection

1. There shall be a student growth committee consisting of up to six (6) members, inclusive of the chairperson. Up to three (3) representing those teachers with SLO and up to three (3) members representing value added. The committee would be representative of Elementary Middle/High School Student Growth.

Stipend:

Chairperson - six percent (6%) of the base Committee member five percent (5%) of the base.

Release time will be granted for committee work for up to two (2) days per year. Additional days may be granted at the discretion of the Superintendent.

a. The committee shall:

- i) Complete its obligations under section H2 Student Growth Measure Process for Category A2, B and C teachers.
- ii) Review the District Student Growth Measurement Index in section (H) and make a recommendation to the Joint Evaluation Committee (JEC) regarding the percentages and/or default percentages to be utilized for the upcoming school year for Category A1, A2, B and C teachers.
- iii) The committee shall review all submitted SLOs and notify each teacher whether the submitted SLO was approved or rejected.

The committee, or a designated member(s), shall work with any teacher whose SLO has been rejected to finalize the SLO.

4. Each Student Growth Committee will review and approve the SLO scoring template numerical ratings and forward them to the Superintendent by the May 1 unless another date is denoted by the Superintendent.
5. In regard to SLOs, if a teacher has a large student population that causes data collection to be unnecessarily arduous, that teacher may request his/her Student Growth Committee to review the situation and identify those required courses to be used for his/her SLOs. Should the SLOs still be unnecessarily arduous, then focus should be on those courses with the highest number of student enrollment for the teacher's recommended number of SLOs. All efforts will be made to achieve comparability and consistency among teachers across subjects and grade levels regarding the number of SLOs.
6. The Student Growth Committee will review and/or make a recommendation(s) on the issues of (a) student absence in regard to how absence will affect inclusion of the student for value-added and for SLOs; and/or (b) how to handle the student growth of a teacher on an approved leave of absence; and/or (c) how to handle the student growth of a teacher who has transferred to teaching

a different grade level or course of instruction; and/or (d) how to handle assignment of teacher of record, inclusive of assigned percentages, for co-teachers.

I. Professional Growth Plans

1. Classroom teachers meeting expected levels of student growth or above must develop professional growth plans.
2. The professional growth plan shall be developed and submitted to their evaluator by September 15. The plan will include:
 - Annual Focus;
 - At least one student achievement goal including evidence; and
 - At least one teacher performance goal on the Ohio Standards for the Teaching Profession including evidence.

J. Professional Improvement Plans

1. The credentialed evaluator will develop an improvement plan for classroom teachers meeting below-expected levels of student growth by the last teacher work day.
2. The improvement plan shall be developed will include the following components:
 - Improvement Statement section;
 - Desired Level of Performance section;
 - Specific Plan of Action section; and
 - Assistance and Professional Development section.
 -

K. Improvement/Remediation Plans

1. The Credentialed Evaluator for each teacher with a below expected level of student growth and for each teacher with an Ineffective rating either on the final summative evaluation or as identified in the post-observation conference form will develop an Improvement Plan for the teacher to respond to Ineffective ratings in performance and/or student growth.
2. The Credentialed Evaluator shall develop an Improvement Plan to address any significant teacher performance deficiency identified after an observation using the OTES Improvement Plan Form, found in the Appendix B. The Credentialed Evaluator shall meet with the teacher to review the Improvement Plan and receive input from the teacher before the Improvement Plan is finalized and implemented.
3. If the District anticipates taking adverse employment action based on a Teacher's Performance, the teacher shall first be placed on an Improvement Plan so s/he has an opportunity to remedy the performance deficiencies. The Improvement Plan may be created after the first or second observation in this circumstance.
4. An Improvement Plan shall include:
 - a. Identification of the specific areas for improvement of performance deficiencies and/or student growth
 - b. Identification of the specific expectations for each area of improvement that has been identified

- c. Specify the developmental level of performance the teacher is expected to improve and the timeline to correct performance deficiencies
- d. Allows a sufficient time to allow remediation of the performance deficiencies
- e. Identification of guidance and support needed to help the teacher improve
- f. Identification of additional education or professional development needed to improve identified areas
- g. An Improvement Plan based on Ineffective teacher rating will be revisited in at least 28 calendar day intervals to see whether the teacher's performance has improved and whether to modify or end the plan.
- h. A copy of the Improvement Plan form is found in Appendix B.

L. Protections

- 1. Beginning with the 2016-2017 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 Ohio Department of Education.
- 2. If state and/or federal mandates require a change in the existing mandated value-added and/or other mandated tests/scoring which become a portion of teacher(s) SGM scores, a minimum of three (3) consecutive years of SGM data shall be collected under the revised mandate before any job action may be taken on the basis of the SGM data.
- 3. A teacher, who is transferred to a different position (e.g. subject, grade level), shall have an SGM score consisting of a minimum of three consecutive years of SGM data before any job action may be taken
- 4. Final Summative Rating of Teacher Effectiveness (Effectiveness Rating) – The Superintendent shall annually file a report to the Department of Education including only the following information: the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating (Accomplished, Skilled, Developing or Ineffective) aggregated by teacher preparation programs and the years in which the teachers graduated. All other information and documents obtained through the evaluation process shall be stored and maintained by the district.
- 5. A teacher shall be entitled to association representation at any conference held during this procedure in which the teacher shall be advised of an impending adverse personnel action.
- 6. The instruments used to evaluate District teachers, Individual/Small Group Instructors, and guidance counselors are found in the Appendix B.
- 7. The parties reserve the right to mutually adapt the implementation of the evaluation procedures to comply with changes in Ohio law or ODE requirements without the need to reopen negotiations or the need to enter into an MOU.

M. Personnel Action

- 1. The evaluation procedure contained in this agreement shall not be used in any decision concerning the retention, promotion, removal, reduction, or recall of any teacher until three evaluation cycles have been completed and include three consecutive years of SGM data.

2. The first year of collected data for the evaluation procedure shall be derived from value-added and other student growth measure scores from assessments taken in the school year following the effective date of this agreement. The first evaluation cycle shall be completed by the first day of May of the second school year following the effective date of this agreement. An evaluation cycle shall not be considered completed until all teachers have been provided with a written report of the results of the evaluation.
3. Until three years of data have been collected and three evaluations cycles have been completed, all decisions concerning the retention, promotion, removal, reduction or recall of any teacher shall continue to be governed by the terms set forth in this agreement.

N. Joint Evaluation Committee

There shall be a Joint Evaluation Committee (“JEC”), which shall be comprised of a Union team and Board team, each having an equal number of no more than four (4) people per team. The JEC shall review its established ground rules annually. The JEC shall reach decision through consensus, shall receive training on the state-adopted evaluation framework, including student growth measure training, on-site or at a local ESC and may utilize subcommittees or experts as needed to gather or provide information. The JEC shall keep minutes summarizing its meetings.

The JEC is responsible for:

1. Reviewing the OTES and non-OTES evaluation procedures and instruments.
2. Annually reviewing and making a recommendation on the District Student Growth Measure Index.
3. Consulting with Student Growth Committee.
4. Making recommendations set forth throughout Article 22 Evaluation Guidelines.
5. Defining the term “month” for purposes of Teacher Student Data Linkage.

Any recommendations made by the JEC shall be sent to the Union Executive Committee and the Superintendent. Any JEC recommendations, or mutually agreed upon modifications thereto, that would modify any provision of Article 22 may be implemented provided the Union Executive Committee and Superintendent agree.

ARTICLE 23. VACANCIES/TRANSFERS/ASSIGNMENTS

A. Vacancies

1. The Superintendent shall notify in writing the Association President, the Building Principals, and the building representatives of any teaching and extracurricular vacancies that the Board decides to fill within two (2) working days after the Board has accepted the resignation or created a position. The Principal will post the vacancy notice in the teachers' lounge upon receipt of said notice. A vacancy is not created by a teacher being placed on a leave of absence. A vacancy does not exist until all assignment changes in a building have been accomplished by the Principal.
2. Each teacher wishing to be considered for an assignment change should note said request in the appropriate place on the Intent Form and should request a conference with the Superintendent. If such vacancy occurs, that teacher will then be interviewed for the position upon written request.

3. All summer resignations and positions created during the summer will be a part of the summary of the Board meeting as reported in the newspaper. All staff should keep abreast of summer developments through that media. During the summer, a summary of vacancies will be printed on paychecks. Positions vacant during the summer prior to July 20 will be kept open for at least ten (10) calendar days after the resignation of an employee or the position is created. All positions vacant or created after July 20 will be filled in the most expeditious way.
4. Openings in teaching or supplemental positions will be posted on the faculty bulletin board in each school during the school year. Said posting will list the certification/licensure and the general duties and/or responsibilities that are required of the person. During the summer months, notice of openings will be sent out between June 16 and July 20 to all teachers. No transfers will be made to any vacancy while a staff member holding a valid certificate/license for the vacancy is on the RIF list for call back.
5.
 - a. All applicants for a vacancy must possess proper certification/licensure.
 - b. Said qualifications, which shall be germane to the position and not unreasonable in nature, are established by the Superintendent and must be listed in the initial posting.
 - c. All internal applicants, if the applicants meet the qualifications listed on the posting and if they have received no mark below "Good" on the end-of-year evaluation Overall Rating in the past three (3) years, and have no history of problems in the requested area, to which they are seeking to be transferred, will be interviewed.

 If two (2) or more current employees who meet the foregoing qualifications apply for the same opening and are selected for the position, District seniority shall be the determining criterion.
 - d. If an internal applicant is not selected for a position they may request that the administrator give reasons for denial of the position within five (5) days. Reasons may be given orally by the administrator unless written correspondence is requested by the applicant. This procedure will be in effect for the duration of the Negotiated Agreement between the Board and the Association.
6. This provision for preference does not apply to tutors or those assigned to special schools or paid from Federal funds. Teachers who have previously taught in the Triway School District and have voluntarily taken an assignment at the special school are eligible for the vacancy transfer provision.
7. Extracurricular and Co-Curricular Positions
 - a. Vacancies in supplemental contracts and the requirement for posting, etc., shall be defined as only those supplemental contracts for extracurricular and co-curricular positions that might be filled by a person who did not hold such position the immediately preceding year or for any newly created supplemental contract position.
 - b. All vacant, as defined in A7a, above, or newly created supplemental contract extracurricular or co-curricular positions, will be posted pursuant to this Article.

B. Transfers

1. Teachers may be transferred from position to position at the discretion of the Superintendent.
2. A teacher who has been transferred to a different building, to a different grade level in the elementary grades, or to a different department may request in writing a meeting with the

Superintendent to discuss the merits of the transfer and, at his/her option, may have a representative of his/her choice at this meeting.

3. If the teacher so requests, the Superintendent shall give in writing the reason(s) for the transfer.

C. Assignments

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

ARTICLE 24. PERSONNEL FILES

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

ARTICLE 25. TEACHING CERTIFICATES/LICENSES

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

ARTICLE 26. CONTRACTS

A. Limited Contracts

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

B. Continuing Contracts

1. A teacher eligible for a continuing contract shall be the teacher holding a professional or permanent certificate/license who within the last five (5) years has taught at least three (3) years in the Triway Local District.
2. If a teacher is under new State certification/licensure standards, the teacher eligible for a continuing contract shall be the teacher who meets all of the following:
 - a. achieved at least his/her second non-probationary certificate/license;
 - b. earned thirty (30) additional hours or hold a Master's or advanced degree in his/her certification/licensure area;
 - c. who within the last five (5) years has taught at least three (3) years in the Triway Local District; and
 - d. achieved "highly qualified" status based upon the No Child Left Behind Act.
3. A teacher eligible for a continuing contract shall give written notification to the Board Treasurer of such eligibility by September 15 in the year that the teacher becomes eligible.
4. A continuing contract is a contract that remains in effect until the teacher resigns, elects to retire, or is retired pursuant to ORC 3307.37, or until it is terminated or suspended.
5. The Superintendent may recommend reemployment of said teacher under one (1) additional limited contract, not to exceed two (2) years, provided written notice of the intention, with reasons directed at the professional improvement, is given to the teacher on or before the thirtieth (30th) day of April, and provided said Board action has taken place prior to the same date. Any subsequent reemployment may be only under a continuing contract at the same salary plus any increment granted by the salary schedule.
6. When a teacher holding a continuing contract in another Ohio district is employed, State law shall be followed in offering a continuing contract upon the Superintendent's recommendation, the Board may grant a continuing contract at the time of employment or any time during the first two (2) years of employment.

C. Issuance of contracts shall be in compliance with the Ohio Revised Code.

D. No teacher shall be released from his/her contract after the tenth (10th) day of July of any school year or during the school year prior to the termination of the annual session unless a replacement shall be readily available which the majority of the members of the Board, upon the recommendation of the

Superintendent, believes to be of equal quality and ability to the teacher requesting release from his/her contract. A teacher terminating his/her contract in any other manner after July 10 shall cause the Board to file a complaint with the Ohio Department of Education, which may suspend the teacher's certificate/license for not more than one (1) year under ORC 3319.15.

- E. Supplement contracts shall be issued for approved extra duty. The Board may annually nonrenew supplemental contracts by April 30 of each year without reason.

ARTICLE 27. EXTRACURRICULAR ACTIVITIES

- A. A great variety of student activities have found their way into the school program steadily, naturally, and rightfully, for they contribute greatly to the educational opportunities offered children. Foremost among the requirements for a good extracurricular program is the understanding and cooperation of the teacher.
- B. As a result of negotiations, several new positions for remuneration have been adopted. Due to this increasing number of positions and difficulties in assigning them, the Board requests the Association's assistance in helping recruit certified/ licensed members to fill the positions.
- C. The Board will develop all job descriptions for co-curricular and extracurricular positions. These descriptions will be reviewed and updated annually. Input will be solicited from those filling the positions.
- D. The Board is not required to fill any position in Sections E, G and H, below, and will not allow any person to perform any of these duties without the pay stated.

E. Head Teacher Job

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

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

G. Extracurricular Salary Schedule

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

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

<u>ATHLETIC</u>	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>
<u>GROUP I - Head Football, Head Basketball</u>	<u>17.00</u>	<u>17.25</u>	<u>17.50</u>	<u>17.75</u>	<u>18.00</u>	<u>18.25</u>	<u>18.50</u>	<u>18.75</u>	<u>19.00</u>	<u>19.25</u>	<u>19.50</u>
<u>GROUP II - Athletic Director</u>	<u>16.00</u>	<u>16.25</u>	<u>16.50</u>	<u>16.75</u>	<u>17.00</u>	<u>17.25</u>	<u>17.50</u>	<u>17.75</u>	<u>18.00</u>	<u>18.25</u>	<u>18.50</u>
<u>GROUP III - Head Wrestling</u>	<u>13.00</u>	<u>13.25</u>	<u>13.50</u>	<u>13.75</u>	<u>14.00</u>	<u>14.25</u>	<u>14.50</u>	<u>14.75</u>	<u>15.00</u>	<u>15.25</u>	<u>15.50</u>
<u>GROUP IV - Facilities Manager</u>	<u>12.00</u>	<u>12.25</u>	<u>12.50</u>	<u>12.75</u>	<u>13.00</u>	<u>13.25</u>	<u>13.50</u>	<u>13.75</u>	<u>14.00</u>	<u>14.25</u>	<u>14.50</u>
<u>GROUP V - Head Baseball, Head Softball, Head Track, Head Volleyball, Head Soccer, JH Athletic Director, Gymnastics</u>	<u>11.00</u>	<u>11.25</u>	<u>11.50</u>	<u>11.75</u>	<u>12.00</u>	<u>12.25</u>	<u>12.50</u>	<u>12.75</u>	<u>13.00</u>	<u>13.25</u>	<u>13.50</u>
<u>GROUP VI - Assistant Football, Assistant Basketball, Certified Athletic Trainer Per Season</u>	<u>9.50</u>	<u>9.75</u>	<u>10.00</u>	<u>10.25</u>	<u>10.50</u>	<u>10.75</u>	<u>11.00</u>	<u>11.25</u>	<u>11.50</u>	<u>11.75</u>	<u>12.00</u>
<u>GROUP VII - Assistant Wrestling, 9th Football, 9th Basketball</u>	<u>7.50</u>	<u>7.75</u>	<u>8.00</u>	<u>8.25</u>	<u>8.50</u>	<u>8.75</u>	<u>9.00</u>	<u>9.25</u>	<u>9.5</u>	<u>9.75</u>	<u>10.00</u>
<u>GROUP VIII - Assistant Track, Assistant Baseball, Assistant Softball, Assistant Volleyball, Head Golf, Head Tennis, Head Cross Country, 9th Volleyball, Assistant Soccer</u>	<u>6.50</u>	<u>6.75</u>	<u>7.00</u>	<u>7.25</u>	<u>7.50</u>	<u>7.75</u>	<u>8.00</u>	<u>8.25</u>	<u>8.50</u>	<u>8.75</u>	<u>9.00</u>
<u>GROUP IX - JH Football, JH Basketball, JH Volleyball, JH Head Track</u>	<u>5.50</u>	<u>5.75</u>	<u>6.00</u>	<u>6.25</u>	<u>6.50</u>	<u>6.75</u>	<u>7.00</u>	<u>7.25</u>	<u>7.50</u>	<u>7.75</u>	<u>8.00</u>
<u>GROUP X - Assistant JH Track, JH Cross Country, Assistant JH Volleyball, JH Wrestling</u>	<u>4.50</u>	<u>4.75</u>	<u>5.00</u>	<u>5.25</u>	<u>5.50</u>	<u>5.75</u>	<u>6.00</u>	<u>6.25</u>	<u>6.50</u>	<u>6.75</u>	<u>7.00</u>
<u>GROUP XI - HS Cheerleader Advisor (Football), HS Cheerleader Advisor (Basketball), Summer Weight Room, JH Assistant Wrestling</u>	<u>4.00</u>	<u>4.25</u>	<u>4.50</u>	<u>4.75</u>	<u>5.00</u>	<u>5.25</u>	<u>5.50</u>	<u>5.75</u>	<u>6.00</u>	<u>6.25</u>	<u>6.50</u>
<u>GROUP XII - HS Intramural, Soccer Club, Spring Weight Room, Winter Weight Room, Assistant HS Cross Country, Assistant Golf Coach</u>	<u>3.00</u>	<u>3.25</u>	<u>3.50</u>	<u>3.75</u>	<u>4.00</u>	<u>4.25</u>	<u>4.50</u>	<u>4.75</u>	<u>5.00</u>	<u>5.25</u>	<u>5.50</u>
<u>GROUP XIII - 5th/6th Grade Basketball, Elementary Wrestling Coordinator, Elementary Flag Football, Asst Summer Weight Room</u>	<u>2.70</u>	<u>2.95</u>	<u>3.20</u>	<u>3.45</u>	<u>3.70</u>	<u>3.95</u>	<u>4.20</u>	<u>4.45</u>	<u>4.70</u>	<u>4.95</u>	<u>5.20</u>
<u>GROUP XIV- JH Intramural</u>	<u>2.40</u>	<u>2.65</u>	<u>2.90</u>	<u>3.15</u>	<u>3.40</u>	<u>3.65</u>	<u>3.90</u>	<u>4.15</u>	<u>4.40</u>	<u>4.65</u>	<u>4.90</u>
<u>GROUP XV - 9th Cheerleader Advisor (Football), 9th Cheerleader Advisor (Basketball), JH Cheerleader Advisor (Football), JH Cheerleader Advisor (Basketball), Fall Weight Room, Assistant Winter Weight Room, Assistant Spring Weight Room</u>	<u>2.10</u>	<u>2.35</u>	<u>2.60</u>	<u>2.85</u>	<u>3.10</u>	<u>3.35</u>	<u>3.60</u>	<u>3.85</u>	<u>4.10</u>	<u>4.35</u>	<u>4.60</u>

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

H. Co-Curricular Salary Schedule

<u>INSTRUCTIONAL</u>	0	1	2	3	4	5	6	7	8	9	10
<u>HIGH SCHOOL</u>											
Academic Challenge	2.10	2.35	2.60	2.85	3.10	3.35	3.60	3.85	4.10	4.35	4.60
Art Club	0.60	0.85	1.10	1.35	1.60	1.85	2.10	2.35	2.60	2.85	3.10
AV Club	0.60	0.85	1.10	1.35	1.60	1.85	2.10	2.35	2.60	2.85	3.10
Band Director	12.80	13.05	13.30	13.55	13.80	14.05	14.30	14.55	14.80	15.05	15.30
Assistant Band Director	7.30	7.55	7.80	8.05	8.30	8.55	8.80	9.05	9.30	9.55	9.80
Jazz Band	3.10	3.35	3.60	3.85	4.10	4.35	4.60	4.85	5.10	5.35	5.60
Pep Band	3.10	3.35	3.60	3.85	4.10	4.35	4.60	4.85	5.10	5.35	5.60
Class Advisor - Freshmen	1.50	1.75	2.00	2.25	2.50	2.75	3.00	3.25	3.50	3.75	4.00
Class Advisor - Sophomore	0.60	0.85	1.10	1.35	1.60	1.85	2.10	2.35	2.60	2.85	3.10
Class Advisor - Senior	0.60	0.85	1.10	1.35	1.60	1.85	2.10	2.35	2.60	2.85	3.10
Class Sponsor - Chairperson	2.30	2.55	2.80	3.05	3.30	3.55	3.80	4.05	4.30	4.55	4.80
Class Sponsor - Junior	1.50	1.75	2.00	2.25	2.50	2.75	3.00	3.25	3.50	3.75	4.00
College Club	0.60	0.85	1.10	1.35	1.60	1.85	2.10	2.35	2.60	2.85	3.10
Department Heads	3.00	3.25	3.50	3.75	4.00	4.25	4.50	4.75	5.00	5.25	5.50
Drama Club	0.60	0.85	1.10	1.35	1.60	1.85	2.10	2.35	2.60	2.85	3.10
Vocal Music	9.30	9.55	9.80	10.05	10.30	10.55	10.80	11.05	11.30	11.55	11.80
Assistant Ensemble/Show Choir	3.80	4.05	4.30	4.55	4.80	5.05	5.30	5.55	5.80	6.05	6.30
Majorette/Flag Corp Advisor	1.00	1.25	1.50	1.75	2.00	2.25	2.50	2.75	3.00	3.25	3.50
French Club	0.60	0.85	1.10	1.35	1.60	1.85	2.10	2.35	2.60	2.85	3.10
German Club	0.60	0.85	1.10	1.35	1.60	1.85	2.10	2.35	2.60	2.85	3.10
Math/Science Club	0.60	0.85	1.10	1.35	1.60	1.85	2.10	2.35	2.60	2.85	3.10
Math Contest	0.60	0.85	1.10	1.35	1.60	1.85	2.10	2.35	2.60	2.85	3.10
National Honor Society	1.80	2.05	2.30	2.55	2.80	3.05	3.30	3.55	3.80	4.05	4.30
Pep Club	1.00	1.25	1.50	1.75	2.00	2.25	2.50	2.75	3.00	3.25	3.50
SADD/SODA Advisor	0.60	0.85	1.10	1.35	1.60	1.85	2.10	2.35	2.60	2.85	3.10
School Newspaper	1.90	2.15	2.40	2.65	2.90	3.15	3.40	3.65	3.90	4.15	4.40
Senior Forum	0.60	0.85	1.10	1.35	1.60	1.85	2.10	2.35	2.60	2.85	3.10
Spanish Club	0.60	0.85	1.10	1.35	1.60	1.85	2.10	2.35	2.60	2.85	3.10
School Musical/Play Director	4.60	4.85	5.10	5.35	5.60	5.85	6.10	6.35	6.60	6.85	7.10
School Musical/Play Asst Director	2.30	2.55	2.80	3.05	3.30	3.55	3.80	4.05	4.30	4.55	4.80
One Act Plays	2.40	2.65	2.90	3.15	3.40	3.65	3.90	4.15	4.40	4.65	4.90
Speech Contest	1.70	1.95	2.20	2.45	2.70	2.95	3.20	3.45	3.70	3.95	4.20
Student Council	1.80	2.05	2.30	2.55	2.80	3.05	3.30	3.55	3.80	4.05	4.30
Varsity "T" Club	0.60	0.85	1.10	1.35	1.60	1.85	2.10	2.35	2.60	2.85	3.10
Yearbook	7.30	7.55	7.80	8.05	8.30	8.55	8.80	9.05	9.30	9.55	9.80
<u>JUNIOR HIGH SCHOOL</u>											
Academic Challenge	2.00	2.25	2.50	2.75	3.00	3.25	3.50	3.75	4.00	4.25	4.50
Department Heads	1.50	1.75	2.00	2.25	2.50	2.75	3.00	3.25	3.50	3.75	4.00
Solo Ensemble Instrumental/Vocal	1.00	1.25	1.50	1.75	2.00	2.25	2.50	2.75	3.00	3.25	3.50
Newspaper	1.00	1.25	1.50	1.75	2.00	2.25	2.50	2.75	3.00	3.25	3.50
Memory Book	1.00	1.25	1.50	1.75	2.00	2.25	2.50	2.75	3.00	3.25	3.50
Invention Fair - Chairperson	3.00	3.25	3.50	3.75	4.00	4.25	4.50	4.75	5.00	5.25	5.50
Invention Fair - Science	2.00	2.25	2.50	2.75	3.00	3.25	3.50	3.75	4.00	4.25	4.50
Invention Fair - Optional	0.80	1.05	1.30	1.55	1.80	2.05	2.30	2.55	2.80	3.05	3.30
Spelling Bee	1.00	1.25	1.50	1.75	2.00	2.25	2.50	2.75	3.00	3.25	3.50
Student Council	1.80	2.05	2.30	2.55	2.80	3.05	3.30	3.55	3.80	4.05	4.30
Teen Institute	2.00	2.25	2.50	2.75	3.00	3.25	3.50	3.75	4.00	4.25	4.50
Titan Scholars	1.50	1.75	2.00	2.25	2.50	2.75	3.00	3.25	3.50	3.75	4.00
Young Authors	0.70	0.95	1.20	1.45	1.70	1.95	2.20	2.45	2.70	2.95	3.20
<u>ELEMENTARY SCHOOL</u>											
Team Leader	1.00	1.25	1.50	1.75	2.00	2.25	2.50	2.75	3.00	3.25	3.50

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

DISTRICT TECHNOLOGY COMMITTEE

High School (2 positions)	\$500 per position – Applicant may hold both positions
Junior High (1 position)	\$ 500.00
Elementary	\$ 500.00
Shreve (2 positions)	\$500 per position – applicant may hold both positions
Wooster Township (2 positions)	\$500 per position – applicant may hold both positions
Franklin (1 position)	\$500 per position

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

ARTICLE 28. OTHER PAY

A. Extended Service

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

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

2. Those on extended service:
- a. Industrial Art positions (2) 10 days each
 - b. High School Guidance Counselors (2) 20 days each
 - c. Junior High Guidance Counselor (1) 8 days
 - d. Elementary Guidance Counselors (2) 6 days each
 - e. Vocational Home Economics positions (2) 20 days each
 - f. High School Librarian (1) 20 days
 - g. OWA Teacher (1) 20 days
 - h. Vocational Agriculture Teacher (1) 60 days
(50% of which must be in the summer)
 - i. OWE (1) 20 days
 - j. HS Athletic Director (1) 10 days
 - k. Dean of Students (1) 6 days

- l. Technology Coordinator 20 days
- m. Additional positions deemed necessary by the Superintendent are at the discretion of the Superintendent with Board approval.
- n. The superintendent will annually evaluate extended time. The superintendent may eliminate extended time days based on district finances, district enrollment, or changes in state standards or curriculum. The superintendent may decrease extended days a maximum of three (3) days per year for the duration of the negotiated agreement as long as the eliminated days do not reduce the bargaining unit members extended days by more than fifty (50%) percent.
- o. The superintendent will provide the bargaining unit member written notice of any change by July 1.
- p. As positions are vacated due to resignation and/or retirement, extended time may be reevaluated and increased/decreased as deemed necessary.
- q. In addition to the elimination of time based on m. above, extended time for the vocational education positions listed in A2e, A2g, A2h, and A2i, above, will be as follows. No reduction will take the vocational education positions to less than 50% of the current numbers over the duration of the negotiated agreement:

- 1) The year for performing extended time will be from August 20 of one year to August 19 of the next, meaning days worked after July 1 through August 19 will be paid on the rate in effect June 30.
- 2) Each teacher shall start the year with the extended time as listed in A2e, A2g, A2h, and A2i, above.
- 3) The extended time for that year will be reduced based upon the EMIS Report of the current year's first full week of October count of student attendance based on V54 funding rate. If a different funding classification is required, then the number of students will be prorated using the different classification rate. (V54 is a factor of 0.1666 FTE per student.)

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

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

B. Summer School

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

C. Home Instructors

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

D. Curriculum Development

This will be paid per the County Office Agreement.

E. National Board Certification/Licensure Bonus

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

ARTICLE 29. TRAVEL EXPENSE

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

ARTICLE 30. SEVERANCE ALLOWANCE

A. Any employee, other than those employed on hourly rates, having completed his/her last year of employment in the Triway School District before entering into age or service retirement is eligible for a severance allowance providing they have ten (10) years or more of service in the Triway School District, except this provision is waived if the Board, at the time of hire, grants more than ten (10) years salary experience credit.

B. The employee shall be paid his/her per diem daily rate in effect during the final year before retirement for twenty-five percent (25%) of his/her accrued Sick Leave up to a maximum of seventy (70) days effective July 1, 2003. The final calculation shall be made during the last month of service prior to retirement and upon confirmation from the State Teachers Retirement System Board.

C. Eligibility

An employee's eligibility for severance pay shall be determined as of the final date of employment. The criteria are:

1. the individual retires from the school system;
2. retirement: disability or service retirement under any state or municipal retirement system in this State;

3. the individual must be eligible for disability or service retirement as of the last date of employment;
 4. the individual must, within one hundred twenty (120) days of last day of employment, prove acceptance into the retirement system by having received and cashed his/her first retirement check;
 5. the individual must have not less than ten (10) years of service with this School District, the State, or its political subdivisions; and
 6. the individual must sign for severance check certifying all eligibility criteria have been met.
- D.** Receipt of payment for accrued but unused Sick Leave shall eliminate all Sick Leave accrued by the employee.
- E.** Severance pay shall be paid to all employees the first pay date in the calendar year following the year of retirement.

ARTICLE 31. EARLY RETIREMENT INCENTIVE PAYMENT

- A.** Those bargaining unit members who have been employed by the Triway Local Schools for at least ten (10) years and become first eligible to retire under STRS guidelines and have been approved by the STRS to receive retirement benefits other than disability retirement benefits and who notify the Board of their intention to retire, in writing no later than March 1 of the year they intend to retire, will receive two (2) equal lump sum payments which will total fifty percent (50%) of all accumulated Sick Leave. Once a bargaining unit member has given the notice of intent to retire, it cannot be withdrawn unless STRS determines the bargaining unit member is not eligible to retire. A bargaining unit member must retire when first eligible or he/she forfeits his/her right to this provision of the Contract.
- B.** Payment schedule for retirement under Paragraph A, above, will be fifty percent (50%) in December of the year of retirement, and fifty percent (50%) in July of the year following retirement.
- C.** Payment under Paragraph B, above, will be made in lieu of payment under Article 31 (Severance Allowance).

ARTICLE 32. PROFESSIONAL DEVELOPMENT FUND

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

- A.** Teachers receiving Professional Development Funds shall teach for Triway Local Schools a minimum of four (4) contractual years following completion of the course or he/she must pay back to the Board the amount received under the supplemental contract. (Payback is done through payroll deduction.) Teachers who are RIFFed will not be included in this provision.
- B.** Any accredited courses including, but not limited to, online courses, distance learning courses, or college courses submitted for reimbursement must be taken in education, in the area of present certification/licensure, or in any area of certification/licensure permitted by the Ohio Department of Education leading to a new certificate/license. The teacher must demonstrate prior to taking the course that the course fits the above description. Approval or rejection will be based upon the aforementioned and/or sufficient funds.
- C.** Any course where the teacher is receiving any other type of aid will not be reimbursed.

- D. The teacher shall submit written proof in the form of an official transcript of completed credit from an institution recognized by the Ohio Department of Education for its accreditation. The teacher must complete the course with at least a "B" grade or "pass" if on pass/fail basis. Evidence of successful completion must be submitted at the conclusion of the term in which the course was taken.
- E. The rate of reimbursement will be the actual rate for the quarter hour or semester hour, or One Hundred Sixty-Seven Dollars (\$167.00) per quarter hour or Two Hundred Fifty Dollars (\$250.00) per semester hour. Under no condition will a teacher be reimbursed more per hour than the actual tuition rate.
- F. If there are more requests for reimbursement than there is money to reimburse, the professional development dollars will be pooled for that school year. The reimbursement will then be divided among those requesting reimbursement. The Treasurer will determine the reimbursement by calculating the number of semester/ quarter hours requested and reimbursing each individual based upon those numbers and the cost of the semester/quarter hours. Reimbursement will be made at the end of the fiscal year (June 30) for the previous twelve (12) months. Forms will be posted on the school web page.

ARTICLE 33. RESIDENT EDUCATOR PROGRAM

A. Purpose

The purpose of the Resident Educator Program is to provide a formal program of support, including mentoring, to foster professional growth of the Resident Educator. The program is designed to enhance the teacher's skills and keep the teacher in the District. The Ohio Department of Education shall not replace the negotiated employee evaluation system. The Resident Educator Program is required to be successfully completed by the Ohio Department of Education (ODE) prior to the issuance of a professional license to a teacher. (Additional details related to the program are contained in Appendix K.)

B. Definitions

1. Resident Educator Program

A program of support provided by the Board, pursuant to the rules adopted by the Ohio Department of Education, to meet the unique needs of a Resident Educator who holds a Resident Educator license. The Resident Educator Program shall be up to four (4) academic years in length. When a Resident Educator is employed after the beginning of the school year, the Resident Educator Program shall be a minimum of one hundred twenty (120) school days plus the remaining three (3) academic years required by ODE.

2. Mentor

A Mentor is a teacher assigned to provide professional support to a Resident Educator in conjunction with the Resident Educator Program.

3. Resident Educator Teacher

A Resident Educator Teacher is a new teacher in his/her first four years of employment who holds a Resident Educator License and is required to complete the ODE Resident Educator Program.

C. Committee

1. The Committee shall be comprised of five (5) members, with three (3) appointed by the TEA Executive Committee and two (2) appointed by the Superintendent by May 1 of each school year.
2. A meeting may be conducted if a majority [three-fifths (3/5ths)] of the members are present. The Committee shall act by a majority vote of the members present at the meeting.
3. Committee members shall meet annually to assign mentor/mentees. Release time may be provided to attend committee meeting as needed;
4. The Committee shall select the teachers who will act as Mentor Teachers.

D. Mentors

1. Qualifications

The applicant must hold a valid teaching certificate/license and have a minimum of four(4) years of teaching experience.

2. Selections

Selection shall be made by the Lead Mentor with approval from district administration. No Mentor shall have more than one first year Resident Educator at a time.

3. Training

Mentor Teachers shall be provided with an orientation to mentoring responsibilities and ODE training in knowledge and skills necessary to perform mentoring responsibilities. The District will pay all training fees and expenses for mentors.

4. Responsibilities

- a. The Mentor Teacher, in concert with the, Resident Educator shall develop a program of professional support for the Resident Educator consistent with the ODE's requirements.
- b. The mentor does not have a formal evaluative role. The mentor's role is to support the growth of the Resident Educator as an instructional mentor through formative assessment tools.

5. Release Time

Each Mentor Teacher shall be granted release time not to exceed three (3) days per year for direct mentoring activities, which may be used in quarter (1/4) day increments. Said release time shall be separate from any other release time covered under this Agreement and shall be coordinated by the Superintendent.

6. Stipend

Each Mentor Teacher assigned a First-Year Resident Educator who is required to complete the ODE Resident Educator Program shall be paid a stipend of five percent (5%) of the base.

7. Continuing Mentor Assignments

Each Mentor Teacher assigned a Resident Educator in their second, third or fourth year of the ODE Resident Educator Program shall be paid a stipend of five percent (5%)of the base.

E. Lead Mentors

1. Qualifications

A District Lead Mentor should:

- a. have at least five (5) years of teaching experience in the School District;
- b. have served successfully as a Mentor Teacher in the District
- c. have observation experience under previous lead mentor if possible.
- d. have served successfully as a Mentor Teacher in the District

2. Selections

The District Lead Mentor will be appointed by the Mentoring Committee.

3. Responsibilities

- a. The Lead Mentor will ensure that Resident Educator requirements are met.
- b. The Lead Mentor will facilitate the support provided to Resident Educators and Mentor Teachers.
- c. Lead Mentor(s) shall not participate in the evaluation of any Resident Educator and will not be requested or directed to make any recommendation regarding the continued employment of the teacher.

4. Release Time

The Lead Mentor will be provided release time not to exceed three (3) days per year to perform Lead Mentor duties. Additional release days may be granted at the Superintendent's discretion.

5. Lead Mentor will be paid a stipend of ten percent (10%) of the base.

F. Resident Educators and Teachers new to the district:

- 1. Each Resident Educator required to fulfill requirements as set forth by ODE shall be provided with resources necessary to complete the program.
- 2. The Resident Educator shall be provided release time, not to exceed three (3) days per year, for the purpose of observing classes, meetings with his/her Mentor, attending recommended workshops, assessment preparation, etc. The days may be used in quarter (1/4) day increments and shall be coordinated by the Superintendent/designee.
- 3. The Resident Educator is not required to do an IPDP nor to utilize the LPDC process.
- 4. An effort will be made by the to assign an equitable workload/schedule to an Resident Educator.

G. Protections

- 1. At any time, either the Mentor Teacher or the Resident Educator may exercise the option to have a new Mentor assigned. The Mentor and the Resident Educator must operate in a trusting and

- comfortable relationship; therefore, no specifics shall be given as to the exercise of the option and no prejudice or evaluation is to be given such change.
2. All members of the Committee, Mentor Teachers, and Resident Educators shall keep confidential all discussions, actions, materials and other information to the extent permitted by law.
 3. The regular evaluation of the Mentor Teacher shall not be affected in any aspect by the Resident Educator Program or its demands.
 4. The Mentor Teacher shall not be held liable for the performance of a Resident Educator or evaluated based on the teacher's performance as a Mentor Teacher.
 5. Resident Educators shall be provided all due process provisions allowed by the master agreement or Ohio Revised Code.
 6. This Article shall not be subject to the grievance procedure.

H. Program Review/Revisions

1. Committee - Mentor Teachers and Resident Educator Teachers may meet as a group with the resident Educator Teacher Committee prior to the end of each school year to assess and evaluate the program. Recommendations may be submitted in the form of a written report to the Association and the Superintendent/designee not later than May 15.
2. Association/Board - Association and Board representatives may meet to discuss the recommendations prior to the next school year.
3. Mentor Teachers - In addition to meeting for program evaluation purposes, Mentor Teachers may meet on a periodic basis for coordination purposes.

I. Records

The Committee shall determine to what extent to keep and retain records of its meetings, decisions, actions and recommendations to the extent permitted by law.

ARTICLE 34. SALARY AND PAYROLL

A. Completion of Required Forms

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

B. Additional Training

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

C. Armed Forces of the United States Credit

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

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

D. Prior Experience Credit

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

E. 150 HR Column Definition

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

F. Year of Salary Credit

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

G. Equal Employment

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

H. Pay Periods

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

I. Attendance Reports

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

J. Salary Advancements

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

K. Listing of Deductions

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

L. STRS Pick-Up

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

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

M. Paycheck Errors

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

N. Salary Schedule Index

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

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

- O. All members hired prior to 2012-2013 school year will recoup and resume one (1) step effective July 1, 2014. Normal step and column advancement will resume effective July 1, 2014

July 1, 2014 – recoup and resume - 2014-2015 resume 1 2
 2014-2015 - 2

SALARY SCHEDULE 2014-2015 – 2%

<u>Years</u>	<u>Tutors</u>	<u>BA/BS</u>	<u>150 Hrs</u>	<u>MA/MS</u>	<u>MA w/15</u>
0	25,780	33,051	34,373	35,695	36,356
1	25,780	34,340	35,827	37,315	37,976
2	25,780	35,629	37,282	38,934	39,595
3	26,771	36,918	38,736	40,554	41,215
4	26,771	38,207	40,190	42,173	42,834
5	26,771	39,496	41,644	43,793	44,454
6	27,432	40,785	43,099	45,412	46,073
7	27,432	42,074	44,553	47,032	47,693
8	27,432	43,363	46,007	48,651	49,312
9	28,424	44,652	47,461	50,271	50,932
10	28,424	45,941	48,915	51,890	52,551
11	28,424	47,230	50,370	53,510	54,171
12	29,415	48,519	51,824	55,129	55,790
13	29,415	49,808	53,278	56,749	57,410
14	29,415	51,097	54,732	58,368	59,029
15	29,415	51,097	56,187	59,988	60,649
16	29,415	51,097	56,187	61,607	62,268
20	29,415	53,477	58,831	64,449	65,110
25	29,415	54,138	59,822	65,441	66,102

SALARY SCHEDULE 2015-2016 – 2.5%

<u>Years</u>	<u>Tutors</u>	<u>BA/BS</u>	<u>150 Hrs</u>	<u>MA/MS</u>	<u>MA w/15</u>
0	26,424	33,877	35,232	36,587	37,265
1	26,424	35,198	36,723	38,247	38,925
2	26,424	36,519	38,213	39,907	40,585
3	27,440	37,841	39,704	41,567	42,245
4	27,440	39,162	41,194	43,227	43,905
5	27,440	40,483	42,685	44,887	45,565
6	28,118	41,804	44,176	46,547	47,225
7	28,118	43,125	45,666	48,207	48,885
8	28,118	44,447	47,157	49,867	50,544
9	29,134	45,768	48,647	51,527	52,204
10	29,134	47,089	50,138	53,187	53,864
11	29,134	48,410	51,629	54,847	55,524
12	30,151	49,731	53,119	56,507	57,184
13	30,151	51,053	54,610	58,167	58,844
14	30,151	52,374	56,100	59,827	60,504
15	30,151	52,374	57,591	61,487	62,164
16	30,151	52,374	57,591	63,147	63,824
20	30,151	54,813	60,301	66,060	66,738
25	30,151	55,491	61,317	67,076	67,754

SALARY SCHEDULE 2016-2017 – 2.75%

<u>Years</u>	<u>Tutors</u>	<u>BA/BS</u>	<u>150 Hrs</u>	<u>MA/MS</u>	<u>MA w/15</u>
0	27,151	34,809	36,201	37,594	38,290
1	27,151	36,167	37,733	39,299	39,996
2	27,151	37,524	39,265	41,005	41,701
3	28,195	38,882	40,796	42,711	43,407
4	28,195	40,239	42,328	44,416	45,112
5	28,195	41,597	43,859	46,122	46,818
6	28,891	42,954	45,391	47,828	48,524
7	28,891	44,312	46,923	49,533	50,229
8	28,891	45,669	48,454	51,239	51,935
9	29,936	47,027	49,986	52,944	53,641
10	29,936	48,385	51,517	54,650	55,346
11	29,936	49,742	53,049	56,356	57,052
12	30,980	51,100	54,581	58,061	58,758
13	30,980	52,457	56,112	59,767	60,463
14	30,980	53,815	57,644	61,473	62,169
15	30,980	53,815	59,175	63,178	63,875
16	30,980	53,815	59,175	64,884	65,580
20	30,980	56,321	61,960	67,878	68,574
25	30,980	57,017	63,004	68,922	69,618

ARTICLE 35. DEDUCTIONS

Payroll Deductions For Dues and Fair Share Fees

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

ARTICLE 36. INSURANCES

- A. Effective September 1, 2014, the board will provide a High Deductible Health Plan (HDHP) + Rx co-pay with a Health Savings Account (HSA) for all eligible Members of the bargaining unit who qualify under the IRS RULES. The plan will maintain the same covered services provided by the medical plan in effect immediately prior to the effective date of the HDHP with HSA. The plan year shall run from September 1st through September 1st.

The in network deductible for a single plan shall be \$2,600.00 per plan year.

The in network deductible for a family plan shall be \$5,200.00 per plan year.

A Health Savings Account (HSA) shall be available for each Member who qualifies for it and who elects coverage under the HDHP. The board's contribution to a qualifying Member's HSA account is as follows:

September 1, 2014 – September 1, 2015	Single 70% of current in network deductible Family 50% of current in network deductible
September 1, 2015 – September 1, 2016	Single 70% of current in network deductible Family 50% of current in network deductible
September 1, 2016 – September 1, 2017	Single 70% of current in network deductible Family 50% of current in network deductible

A Member may elect to contribute to his/her HSA consistent with the IRS regulations.

All new teachers hired after the start of the school year, who elect the HDPD insurance, will have the respective HSA contribution made to their HSA account on the first of the month following their hire date.

The district will contract with a financial institution of choice recommended by TEA to establish the HSA which account will include a debit card and/or checks without monthly fees.

The Board shall contribute into each Member's account 100% contribution from the Board on September 1 of each plan year. Each plan year, the board will contribute 50% of the family plan's in-network deductible and 70% of the single plan's in-network deductible.

During the first plan year for the HDHP with the HSA (September 1, 2014 – September 1, 2015), the insurance committee will evaluate the plan during the first year of existence.

Each member that is enrolled in the HDHP with an HSA will receive a payment of \$1,500.00 per plan. This is an additional payment, from the single 70% and the family 50%. This pay will be given the first pay in September of each plan year. All new teachers hired after September 1st and who elect the HPDP insurance with an HSA will have their HSA payment on the first pay of the month following their hire date.

As of September 1, 2014 start date for HSA; between September 1 - December 31, the district will honor deductible and OPM benefit under the current health insurance plan. Employees are still responsible for deductible and co insurance under current health insurance.

Employees will submit EOB to Treasurer's office after January 1, 2015 and before March 1, 2015. The district will verify excess claim amounts and issue a single check to employee. The check could be placed in the HSA account for tax purposes. All claims for the four (4) month period will be settled by April 30, 2015.



Triway Local Schools

	MMO Network HSA Plan	
	Network	Non-Network
Annual Deductible		
Single	\$2,600	\$5,200
Family	\$5,200	\$10,400
Coinsurance	100%	60%
Out of Pocket Maximum (Includes deductible)		
Single	\$2,600	\$5,200
Family	\$5,200	\$10,400
Annual Limit	No Limit	
Emergency Care	\$100 Copay	
Urgent Care	\$50 Copay	Ded & Coins
Inpatient Hospital	Ded & Coins	Ded & Coins
Office Visits		
Primary Care Physician (PCP)	\$20 Copay	Ded & Coins
Specialist	\$20 Copay	Ded & Coins
Preventive Care	100%	Ded & Coins
Diagnostic	Ded & Coins	Ded & Coins
Outpatient	Ded & Coins	Ded & Coins
Prescription Drug		
Retail	\$10/\$20/\$35	
Mail	\$20/\$40/\$70	

B. Availability/Deductions/Part-Time

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

C. Major Medical

1. Premium - The Board shall pay one-hundred percent (100%) of the premium for the single or family plan as selected by the employee whether self-funded or covered by an insurance carrier with the general benefits as listed in this Agreement.
2. Both Spouses Employed - If both spouses are employed in the District, the Board is only obligated to pay the premium for one (1) family plan or two (2) single plans (if there are no children).

D. Insurance Review Committee

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

E. Medical Insurance Opt Out

Any bargaining member covered under either the single or family coverage of the School District's health insurance plan as of August 15, 1992 and any new employee hired after August 15, 1992, who declares in writing to the Board Treasurer before August 15 of each year that he/she does not elect to be covered by the District Health and Major Medical Insurance for the entire school year may opt out of the District Health and Major Medical Insurance, if he/she is covered by another Plan outside the

District. Said bargaining unit member shall be paid an amount equal to one-half (1/2) of the annual premium of the previous twelve (12) months (August 1 to July 31) otherwise payable by the Board for that same single or family plan coverage (prorated for persons who have prorated insurance to the same percentage as paid by the Board for prorated insurance) to a maximum of Four Thousand Dollars (\$4,000). The payment provided in this Section shall be paid in the first week of September of the succeeding year. Persons reenrolling may not be covered for pre-existing conditions incurred while not on the District Plan.

F. Wellness Participation

At the end of the year, any wellness money points for employees meeting such will be given amount that was given by Jefferson Health Plan.

G. Group Term Life Insurance

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

H. Dental Insurance

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

I. Insurance While On Leave of Absence

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

J. COBRA Protection

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

K. Liability Settlements

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

L. Section 125 Plan

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

ARTICLE 37. TUTOR RIGHTS AND BENEFITS

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

A. Salary

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

B. Right To Interview For Teaching Position

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

C. Article 20 (Reduction In Force)

Tutors shall have no rights pursuant to this Article.

D. Article 25 (Contracts)

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

E. Article 35 (Insurances)

Tutors shall have the right to hospitalization and dental insurance.

F. Article 14 (Certified Personal Leave)

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

G. Article 19 (Sick Leave)

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

ARTICLE 38. REEMPLOYMENT OF RETIRED TEACHERS

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

- A. The Board is under no obligation to employ any retired teacher and there is no expectation of reemployment when a teacher retires from the Triway Local School District. PRTs who previously worked in the District do not need to be interviewed by the Board for any vacant positions for which they apply. PRTs who previously worked in the District are not guaranteed a particular assignment

upon reemployment. PRTs will be assigned to positions that are within their certification/ licensure area(s).

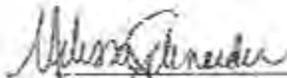
- B.** PRTs will have no rights under the transfer and vacancy provisions of the Negotiated Agreement.
- C.** PRTs will be considered as new employees to the District with the exception that PRTs who previously worked in the District do not need to attend the New Teacher Orientation Program that is held prior to the commencement of classes in August.
- D.** Upon employment, PRTs will be placed at Step 0 on the salary schedule and given full credit for their educational level.
- E.** PRTs are eligible to participate in the District's health insurance program.
- F.** PRTs are not eligible for continuing contracts and will be awarded one (1) year contracts that will automatically expire at the end of the school year without notice of nonrenewal and without compliance with ORC 3319.11 and 3319.111. For the purpose of PRTs, the parties expressly agree that this provision supersedes and replaces ORC 3319.11 and 3319.111 and differs from the rights of other teachers contained in the Negotiated Agreement.
- G.** PRTs will be evaluated in accordance with the terms of the Negotiated Agreement.
- H.** PRTs may not accrue additional STRS credit as a result of their service following reemployment. Instead, the Board and the PRT shall make contributions to STRS that will fund a single life annuity with a reserve based on the PRT's accumulated contributions during his/her period of service as a regular teacher following reemployment. For additional information concerning the annuity, see Ohio Revised Code 3307.35.
- I.** Seniority for PRTs returning to service with the Board after retirement will return to zero (0) years and remain at zero (0) years for the PRTs entire "post-retirement" tenure (i.e. the PRT shall remain at the bottom of the RIF list). In the event of a reduction in force, the PRT will not have any of the bumping and/or recall rights set forth in the Negotiated Agreement.
- J.** PRTs are not eligible for severance pay for accumulated Sick Leave and may not participate in any future retirement incentive programs.
- K.** PRTs will be eligible to accumulate Sick Leave. Sick Leave shall commence at zero (0) days for PRTs. PRTs shall earn one and one-quarter (1-1/4) days of Sick Leave per month for the duration of their reemployment. PRTs may request an advance of up to five (5) days of Sick Leave, if necessary. PRTs must reimburse the Board for any advanced Sick Leave which is not earned at the time the PRT severs his/her employment with the District. The parties expressly agree that this provision supersedes and replaces ORC 3319.141.
- L.** PRTs may not be considered for supplemental contract positions if qualified non-retired teachers apply. The parties expressly agree that this provision supersedes and replaces ORC 3313.53.
- M.** Subject to these provisions, PRTs are part of the bargaining unit.
- N.** The parties expressly agree and fully intend this Article to supersede and take precedent over any inconsistent and/or contrary provisions of the Ohio Revised Code, the Ohio Administrative Code, Federal laws and regulations, and any other provisions of the Negotiated Agreement.

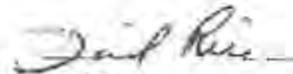
ARTICLE 26 DURATION AND RENEWAL OF AGREEMENT

- A. This Agreement and the appendices hereto constitute the whole agreement between the Triway Local Board of Education and the Triway Educators Association. This Agreement shall become effective July 1, 2014 and shall remain in full force and effect through June 30, 2017.
- B. If any Court of competent jurisdiction under jurisdiction of any section of this Agreement, the parties shall meet in an attempt to work out an alternative solution.

FOR THE ASSOCIATION

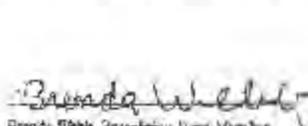
FOR THE BOARD

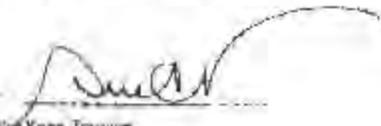

Melissa Schneider, President


DAVID B.A.S. Superintendent

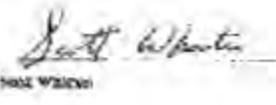

Suzanne Lambert Edmrs, LLC


Travis Snyder, Board Member


Brenda Webb, Bargaining Unit Member


Jill Kruse, Treasurer


James Buhko, Bargaining Team Member


SCOTT WHITTEN


Cliff O'Neal, Bargaining Team Member


Nate Schindler


Tim Pomfret, Bargaining Team Member

TRIWAY LOCAL SCHOOL DISTRICT
GRIEVANCE FORM

LEVEL _____

NAME _____ BUILDING _____

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

STATEMENT OF GRIEVANCE: _____

RELIEF SOUGHT: _____

Signature of Aggrieved

Date Filed at this Level

DISPOSITION RENDERED: _____

Signature of Person Rendering Deposition

Date

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

Circle One: I Agree I Disagree

Grievant Signature

Ohio Teacher Evaluation System

Self-Assessment

Self-Assessment Summary Tool

Directions: Teachers should record evidence to indicate strengths and areas for growth for each standard. Then, look across all of the standards holistically and identify two priorities for the upcoming year. Note these two priorities with check marks in the far-right column.

Name _____

Date _____

	Standard	Strengths	Areas for Growth	Priorities (Check 2)
Standard 1: Students	<ul style="list-style-type: none"> • Knowledge of how students learn and of student development • Understanding of what students know and are able to do • High expectations for all students • Respect for all students • Identification, instruction and intervention for special populations 			
Standard 2: Content	<ul style="list-style-type: none"> • Knowledge of content • Use of content- specific instructional strategies to teach concepts and skills • Knowledge of school and district curriculum priorities and Ohio academic content standards • Relationship of knowledge within the discipline to other content areas • Connection of content to life experiences and career opportunities 			
Standard 3: Assessment	<ul style="list-style-type: none"> • Knowledge of assessment types • Use of varied diagnostic, formative and summative assessments • Analysis of data to monitor student progress and to plan, differentiate, and modify instruction • Communication of results • Inclusion of student self-assessment and goal-setting 			
Standard 4: Instruction	<ul style="list-style-type: none"> • Alignment to school and district priorities and Ohio academic content standards • Use of student information to plan and deliver instruction • Communication of clear learning goals • Application of knowledge of how students learn to instructional design and delivery • Differentiation of instruction to support learning needs of all students • Use of activities to promote independence and problem-solving • Use of varied resources to support learner needs 			
Standard 5: Learning Environment	<ul style="list-style-type: none"> • Fair and equitable treatment of all students • Creation of a safe learning environment • Use of strategies to motivate students to work productively and assume responsibility for learning • Creation of learning situations for independent and collaborative work • Maintenance an environment that is conducive to learning for all students 			
Standard 6: Collaboration & Communication	<ul style="list-style-type: none"> • Clear and effective communication • Shared responsibility with parents/caregivers to support student learning • Collaboration with other teachers, administrators, school and district staff • Collaboration with local community agencies 			
Standard 7: Professional Responsibility and Growth	<ul style="list-style-type: none"> • Understanding of and adherence to professional ethics, policies and legal codes • Engagement in continuous, purposeful professional development • Desire to serve as an agent of change, seeking positive impact on teaching quality and student achievement 			

Pre-Observation Planning and Lesson Reflection Resource Questions

The questions provided are intended to guide thinking and conversation; every question may not be answered or relevant for every observation.

INSTRUCTIONAL PLANNING

FOCUS (Standard 4: Instruction)

- What is the focus for the lesson?
- What content will students know/understand? What skills will they demonstrate?
- What standards are addressed in the planned instruction?
- Why is this learning important?

ASSESSMENT DATA (Standard 3: Assessment)

- What assessment data was examined to inform this lesson planning?
- What does pre-assessment data indicate about student learning needs?

PRIOR CONTENT KNOWLEDGE/ SEQUENCE/ CONNECTIONS

(Standard 1: Students / Standard 2: Content / Standard 4: Instruction)

- What prior knowledge do students need?
- What are the connections to previous and future learning?
- How does this lesson connect to students' real-life experiences and/or possible careers?
- How does it connect to other disciplines?

KNOWLEDGE OF STUDENTS (Standard 1: Students)

- What should the evaluator know about the student population? (See *Data Measures Inventory for the Classroom*)
- How is this a developmentally appropriate learning activity?

INSTRUCTION AND ASSESSMENT

LESSON DELIVERY (Standard 2: Content / Standard 4: Instruction)

- How will the goals for learning be communicated to students?
- What instructional strategies and methods will be used to engage students and promote independent learning and problem solving?
- What strategies will be used to make sure all students achieve lesson goals?
- How will content-specific concepts, assumptions, and skills be taught?

DIFFERENTIATION (Standard 1: Students / Standard 4: Instruction)

- How will the instructional strategies address all students' learning needs?
- How will the lesson engage and challenge students of all levels?
- How will developmental gaps be addressed?

RESOURCES (Standard 2: Content / Standard 4: Instruction)

- What resources/materials will be used in instruction?
- How will technology be integrated into lesson delivery?

CLASSROOM ENVIRONMENT

(Standard 1: Students / Standard 5: Learning Environment)

- How will the environment support all students?
- How will different grouping strategies be used?
- How will safety in the classroom be ensured?
- How will respect for all be modeled and taught?

ASSESSMENT OF STUDENT LEARNING

(Standard 3: Assessment)

- How will you check for understanding during the lesson?
- What specific products or demonstrations will assess student learning / achievement of goals for instruction?
- How will you ensure that students understand how they are doing and support students' self-assessment?
- How will you use assessment data to inform your next steps?

PROFESSIONAL RESPONSIBILITIES

COLLABORATION AND COMMUNICATION (Standard 6)

- How do you cooperate with colleagues?
- How do you work with others when there is a problem?
- What is your communication style with students? With families? With colleagues?
- In what ways do you seek the perspectives of others? Give an example.

PROFESSIONAL RESPONSIBILITY AND GROWTH (Standard 7)

- How do you apply knowledge gained from other experiences into your teaching?
- Discuss ways you reflect and analyze your teaching.
- What are some proactive ways you further your own professional growth?

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	<p>FOCUS FOR LEARNING (Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> Pre-Conference</p>	<p>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.</p>	<p>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.</p>	<p>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.</p>	<p>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.</p>
	Evidence				
	<p>ASSESSMENT DATA (Standard 3: Assessment)</p> <p><i>Sources of Evidence:</i> Pre-Conference</p>	<p>The teacher does not plan for the assessment of student learning or does not analyze student learning data to inform lesson plans.</p>	<p>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.</p>	<p>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.</p>	<p>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.</p>
	Evidence	<p>The teacher does not use or only uses one measure of student performance.</p>	<p>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.</p>	<p>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.</p>	<p>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.</p>

INSTRUCTIONAL PLANNING					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTIONAL PLANNING	<p align="center">PRIOR CONTENT KNOWLEDGE / SEQUENCE / CONNECTIONS (Standard 1: Students; Standard 2: Content; Standard 4: Instruction)</p> <p align="center"><i>Sources of Evidence:</i> Pre-Conference</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	KNOWLEDGE OF STUDENTS (Standard 1: Students)	The teacher demonstrates a lack of familiarity with students' backgrounds and has made no attempts to find this information.	The teacher demonstrates some familiarity with students' background knowledge and experiences and describes one procedure used to obtain this information.	The teacher demonstrates familiarity with students' background knowledge and experiences and describes multiple procedures used to obtain this information.	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.
	Evidence	<p><i>Sources of Evidence:</i> Analysis of Student Data Pre-Conference</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 align="center">LESSON DELIVERY (Standard 2: Content; Standard 4: Instruction; Standard 6: Collaboration and Communication)</p> <p align="center"><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 align="center">DIFFERENTIATION (Standard 1: Students; Standard 4: Instruction)</p> <p align="center"><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				

	<p>RESOURCES (Standard 2: Content; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>Instructional materials and resources used for instruction are not relevant to the lesson or are inappropriate for students.</p>	<p>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.</p>	<p>Instructional materials and resources are aligned to the instructional purposes and are appropriate for students' learning styles and needs, actively engaging students.</p>	<p>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.</p>
<p>Evidence</p>					

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	ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment) <i>Sources of Evidence:</i> 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 student success.</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				

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

<u>Annual Focus</u> These are addressed by the evaluator as appropriate for this teacher.	<u>Date</u> Record dates when discussed	<u>Areas for Professional Growth</u> supports needed, resources, professional development Comments during conference with teacher and evaluator are made appropriate to the needs of the teacher.
<p>Goal 1: Student Achievement/Outcomes for Students Goal Statement:</p> <p>Evidence Indicators:</p>		
<p>Goal 2: Teacher Performance on the Ohio Standards for the Teaching Profession Goal Statement:</p> <p>Evidence Indicators:</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 the 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 I have been advised of my performance status; it does not necessarily imply that I 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.

Post Conference Planning

- The goal for the conference leader is to cognitively coach the teacher through the use of reflective questions.
- Record 3 reflective questions you would ask the teacher aligned to the area of reinforcement.
 - 1.
 - 2.
 - 3.
- Record 3 reflective questions you would ask the teacher aligned to the area of refinement.
 - 1.
 - 2.
 - 3.

Four Key Elements of the Instructional Post-Conference

Conducting the Post-Conference: To be discussed at Day 3 Training prior to conducting the post-conference

1. Introduction/Greeting/Establish Length
 - Review Conference Process
 - General Impression Question- “How do you think the lesson went?”
2. Reinforcing the Teacher
 - Identify an area of Reinforcement (ONLY one area)
 - Ask Self-Analysis Question
 - Provide evidence from notes
3. Refining the Teacher’s Skill:
 - Identify an area of Refinement (ONLY one area)
 - Ask Self-Analysis Question
 - Provide evidence from notes
 - Give a recommendation for future practice
4. Present evidence and rating connected to the rubric

Classroom Walkthroughs / Informal Observation

An informal observation/ classroom walkthrough is a:

- Tool to inform evaluation that provides the opportunity to gather evidence of instruction over a series of short classroom visits;
- Process for giving targeted evidenced-based feedback to teachers; and
- Means for principals to visit classrooms more frequently and more purposefully.

An informal observation/ classroom walkthrough is not a(n):

- Formal observation;
- “Gotcha” opportunity for supervisors or evaluators;
- Isolated event; or
- Shortcut to the observation protocol required as part of the teacher evaluation process.

Classroom walkthroughs/ Informal observations, as part of the teacher evaluation system, may be general in nature or focused on observing a specific aspect of teacher performance. Summary data collected through a series of walkthroughs along with evidence documented through formal observations will come together to inform the teachers’ summative performance rating: *ineffective, developing, skilled or accomplished*.

Guidelines for Informal Classroom Observations

Informally Observe All Teachers

All teachers benefit from informal classroom observations. Informal observations should last from 15 to 20 minutes; therefore, conduct only as many observations in a day as you can follow up with on either the same or next day. Teachers need and deserve some type of immediate feedback.

Informally Observe As Often As You Can

The principal’s presence in the classroom sends a positive message to teachers: *the principal cares*. Including informal classroom observation as a school-wide initiative requires consistency and frequency. Find times in the day to observe teachers at varying times of the day: *for most teachers, what occurs in the morning is much different than what occurs in the afternoon*.

Focusing on One or Two Areas

Although there may be no predetermined focus established (because of no pre-conference), find a focus based on the instruction, events or discussions that are occurring in the classroom. A focus may also occur based upon past conferences and the need for follow up observations.

Make Time to Follow Up

Follow-up communication to informal classroom observations is a critical component. Follow-up will often be in writing but the evaluator should extend to the teacher an invitation to discuss any comments provided face-to-face. The evaluator may also offer resources to help teachers refine their practice.

Teacher Driven Observations

While it is recognized that evaluators have many demands on their time, encouraging teachers to identify instructional periods for the evaluator to observe can be a means for the evaluator to collect evidence related to a specific focus the teacher and evaluator may be working on.

Types of Data

Data collected as evidence of teacher practice may be quantitative, qualitative, or a combination of both. Quantitative data includes frequencies, distributions and other counts or tallies. For example the observer could use a checklist to tally how many questions were asked of children in the front row or children who had their hands raised versus not. The evaluator might also chart the types of questions asked (higher versus lower levels). Qualitative data can include scripted notes detailing patterns of activities, vocabulary used, and events observed. In both cases accuracy is essential to ensure the credibility of the process and the evaluator.

Ohio Teacher Evaluation System

Classroom Walkthroughs and Informal Observations

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

Informal Observation: Open-Ended Form

Teacher Name: Grade(s)/Subject Area(s): Date:
Evaluators Name: Time Walkthrough Begins: Time Walkthrough Ends:

TIMES	OBSERVATIONS

Evaluators Summary Comments:

Evaluators Signature:

Photocopy to Teacher

Final Summative Rating of Teacher Effectiveness

Proficiency on Standards 50%	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED
Cumulative Performance Rating (Holistic Rating using Performance Rubric)				
<i>Areas of reinforcement/ refinement:</i>				
Student Growth Data 50%	BELOW EXPECTED GROWTH	EXPECTED GROWTH	ABOVE EXPECTED GROWTH	
Student Growth Measure of Effectiveness				
<i>Areas of reinforcement/ refinement:</i>				
Final Summative (Overall) Rating	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED

Check here if Improvement Plan has been recommended.

Teacher Signature ____ **Date** ____
Evaluator Signature ____ **Date** ____

The signatures above indicate that the teacher and evaluator have discussed the Summative Rating.
 Note: The teacher may provide additional information to the evaluator within 10 working days of the receipt of this form, and may request a second conference with the evaluator. Any additional information will become part of the summative record. Challenges may be made according to the local contract agreement.

**TRIWAY LOCAL SCHOOL DISTRICT
OBSERVATION REPORT Library Media Specialist**

Teacher: _____		Date ____ / ____ / ____
Building: _____		Time: _____
Class/Activity: _____		Observation: First / Second
		Contract Status: _____
The evaluation report which follows includes the principal's appraisal of the teacher to date.		
SCALE: (EX=Exemplary, VG=Very Good, S=Satisfactory, IN=Improvement Needed, SD=Serious Deficiency)		
A.	Planning	Comments
	1. Establishing goals for the library	
	2. Implementing and maintaining process for selecting, processing, inventory materials	
	3. Establishing appropriate schedules for teachers and students	
	4. Completing reports accurately and on schedule	
	5. Maintains suitable budget and accounting procedures	
B.	Environment Library Skills	
	1. Maintaining print and non-print material in good condition and that is supportive of curriculum	
	2. Providing an organized and welcoming environment	
	3. Maintaining written circulation policies and procedures	
	4. Incorporating computer-assisted instruction	
	5. Providing fair and effective supervision of assistants and volunteers	
C.	Teaching	
	1. Demonstrating knowledge of the curriculum	
	2. Assisting classroom teachers in obtaining curriculum	
	3. Developing/maintaining/improving instructional program of the library	
	4. Carries out procedures for orientation and supervision of the library	
D.	Professionalism	
	1. Communicates respectfully and appropriately	
	2. Demonstrates Professional Behavior	
	3. Maintaining good relationships with faculty parents, students	
Signature of Building Principal _____		Signature of Teacher _____
*NOTE: The above signature does not indicate agreement, but that the opportunity to review same was available. Teacher may affix letter of dissatisfaction with points as evaluated.		

**TRIWAY LOCAL SCHOOL DISTRICT
OBSERVATION REPORT
Guidance Counselor or Dean of Students**

Teacher: _____	Date / /
Building: _____	Time: _____
Class/Activity: _____	Observation: First / Second
	Contract Status: _____

The evaluation report which follows includes the principal's appraisal of the teacher to date.
SCALE: (EX=Exemplary, VG=Very Good, S=Satisfactory, IN=Improvement Needed, SD=Serious Deficiency)

	Program Management, Research, and Evaluation	COMMENTS
A.	Program Management, Research, and Evaluation	
	1. Define needs and objectives of comprehensive school guidance program	
	2. Organize personnel, physical resources, and activities to accomplish goals	
	3. Modify building guidance program to assure its contribution to school's goals	
	4. Use information system and technology	
B.	Consultation/Collaboration	
	1. Consult with parents, faculty, staff, administrators to enhance their work with students	
	2. Interpret relevant information concerning developmental needs of students	
	3. Facilitate new student integration	
	4. Work with teachers to provide support for students in crisis situations	
	5. Facilitate successful communication between and among teachers, parents, and students	
	6. Consult with external professional resources	
C.	Coordination	
	1. Coordinate with school and community personnel to provide academic, career, personal resources for student needs	
	2. Use an effective referral process for assessing students to use special programs and services	
	3. Identify community agencies for referrals	
	4. Facilitate successful transition from one level of education to another	
	5. Maintain, update, and interpret confidential student records	
D.	Development Guidance Program	
	1. Counselor understands how to access social and academic needs and expectations	
	2. Prepare students for successful transitions	
	3. Guide individuals and groups of students through development of educational and career plans	
	4. Provide and evaluate the school guidance program	

RESIDENT EDUCATOR

A. Committee

1. A meeting may be conducted if a majority [three-fifths (3/5ths)] of the members are present. The Committee shall act by a majority vote of the members present at the meeting.

B. Mentors

1. Qualifications
 - a. The applicant must have demonstrated the ability to work cooperatively and effectively with the professional staff members and have extensive knowledge of a variety of classroom management and instructional techniques.
 - b. Approved applicants must complete mentor training.
2. Responsibilities
 - a. Consult with and otherwise assist the assigned Resident Educator Teacher on a regular basis within the instructional day.
 - b. The mentor will use the Resident Educator Program formative assessment tools (collaborative log, Ohio Standards for the Teaching Profession reflection tool, goal-setting agreement), and protocols to support the Resident Educator.
 - c. The mentor will attend regional mentor network meetings.
 - d. The Lead Mentor meets on a regularly scheduled basis with Mentor Teachers to discuss the needs of the Resident Educators and to engage in professional development.
 - e. The Lead Mentor collects evidence of ongoing communication between the Mentor Teachers and Resident Educators.
 - f. The Lead Mentor may conduct an annual review of the Resident Educator Program based on input from all program participants.

C. Resident Educators and Teachers new to the District:

1. Each Resident Educator shall be given an initial orientation on the following matters.
 - a. The pupils and community to be served;
 - b. School policies, procedures, and routines;
 - c. Courses of study, competency-based education programs, and responsibilities for lesson plans;
 - d. The layout of the facilities of the assigned school building(s);

- e. The nature of the Mentoring Program which will be provided; and
 - f. Additional information a new teacher may need to be adequately prepared for a specific assignment.
2. Each Resident Educator shall be provided with the following throughout the school year:
- a. Assistance in acquiring knowledge of the school curriculum, responsibilities for implementing that curriculum, and the instructional resources available for such implementation;
 - b. Assistance with the management tasks identified as especially difficult for new teachers;
 - c. Assistance in the improvement of instructional skills and classroom management; and
 - d. The opportunity to consult/observe other teachers both within and outside of the District.

D. Program Review/Revisions

- 1. Committee – Mentor Teachers and Resident Educators may meet as a group with the Mentoring Committee prior to the end of each school year to assess and evaluate the program. Recommendations may be submitted in the form of a written report to the Association and the Superintendent not later than May 15.
- 2. Association/Board – Association and Board representatives may meet to discuss the recommendations prior to the next school year.
- 3. Mentor Teachers – In addition to meeting for program evaluation purposes, Mentor Teachers may meet on a periodic basis for coordination purposes.

E. Records

The Committee shall determine to what extent to keep and retain records of its meetings, decisions, actions and recommendations to the extent permitted by law.

CENTER FOR THE TEACHING PROFESSION

M. Master Teacher Program Requirements at a Glance

District Responsibilities:

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

Local Committee Responsibilities:

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

Teacher Responsibilities:

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

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

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

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

Master Teacher Program Overview

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

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

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

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

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

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

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

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

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

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

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

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

[I – EMIS Reporting Form \(PDF\)](#)

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

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

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

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

