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**NEGOTIATED  
AGREEMENT**

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between

**TRI-RIVERS JOINT VOCATIONAL SCHOOL  
DISTRICT BOARD OF EDUCATION**

and

**TRI-RIVERS EDUCATION ASSOCIATION**

Effective July 1, 2016 through June 30, 2019

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**ARTICLE 100 - RECOGNITION**

101 Statement of Recognition

- 101.1 The Tri-Rivers Joint Vocational School Board of Education, hereafter referred to as the "Board," recognizes the Tri-Rivers Education Association, OEA/NEA, hereafter referred to as the "Association," as the sole and exclusive representative for the bargaining unit of employees defined in Section 102 below.
- 101.2 The term "Board," as used in this contract, refers to the Board of Education or the administrative staff acting on behalf of the Board, whichever is applicable.

102 Definition of Bargaining Unit

- 102.1 The bargaining unit of employees represented by the Association shall consist of all full time and part time professional personnel required to hold a certificate/license under O.R.C. Section 3319.22 and regularly employed by the Board except the Superintendent, all administrators, supervisors, managers, substitutes, the tech coordinator and all adult education positions.
- 102.2 Hereinafter, personnel in the defined unit will be referred to as bargaining unit members.
- 102.3 Full time shall be defined as a seven-hour workday - 184 day contract.
- 102.4 An additional 185th day may be added to the contract on an as needed basis for professional development. Compensation for this day will be One hundred fifty dollars (\$150.00). Notice will be provided at least sixty (60) days in advance of the day. The professional development day will not be held during any holiday breaks.

103 Part Time Employees

- 103.1 Part time shall be defined as less than a seven-hour work day.
- 103.2 Part time employees working 50% or less of full time shall not receive planning time.
- 103.3 All part time employees working 50% or more, shall receive compensation for fringe benefits (sick days, personal days, insurances, etc.) prorated as a percentage equal to the percentage of time worked compared to a full time employee.
- 103.4 Fees for union membership shall be determined by the bargaining unit.

104 Regular Substitutes

If a regular substitute contract is developed by the Board, and the salary and benefits of the contract are less than the bargaining unit salary and benefits, the position will not be in the bargaining unit. If the salary and benefits are based on the bargaining unit salary and benefits, the position will be in the bargaining unit.

**ARTICLE 200 - NEGOTIATIONS PROCEDURE**

201 Subjects of Negotiations

201.1 Negotiable issues will be all matters pertaining to wages, hours, and terms and conditions of employment and the continuation, modification, or deletion of an existing provision of this collective bargaining agreement.

202 Representation

202.1 The Board and the Association shall each designate a bargaining team of up to five (5) members. Negotiations shall be conducted exclusively between these teams, hereinafter referred to as the party(ies).

203 Notice to Negotiate

203.1 Either party may initiate negotiations for successor contracts through written notice to the other party at least 60 days prior to expiration of current contract.

204 Negotiations Meetings

204.1 The parties agree to exchange, upon reasonable request, all routinely prepared public information concerning issues under consideration.

204.2 Upon the request of either party, the negotiations meetings shall be recessed to permit the requesting party a reasonable period to caucus. Caucuses should normally not exceed thirty (30) minutes.

204.3 It is the intent of the parties to insure the confidentiality of negotiations.

204.3.1 All negotiations meetings shall be held in closed session.

204.3.2 News releases or statements to the media shall be issued only by mutual agreement until impasse or final agreement is reached.

204.3.3 Tape recorders or other electronic recording devices shall not be permitted at any negotiations meeting.

204.4 The first bargaining session shall be held for the exchange of issues to be negotiated, a brief explanation of the issues, and to establish date(s) for future bargaining sessions.

204.5 Once issues are submitted by both parties, no new items shall be added during the bargaining period unless mutually agreed to by both parties.

205 Agreements

205.1 All tentative agreements reached by the parties pertaining to articles or sections shall be reduced to writing and initialed by both parties. Once a tentative agreement is reached, no further discussions shall take place on the issue unless by mutual agreement.

205.2 When agreement is reached on all matters being bargained, the tentative agreements shall be reduced to writing and submitted as a complete package agreement to the Association for its ratification and to the Board for approval. Once ratified by the Association, the Board shall take action within thirty (30) days following the Association's action. If approved, in accordance with the provisions of this section, this agreement shall be signed by both parties and shall become a part of the official minutes of the Board. This agreement shall be binding on both parties.

205.3 Any agreement reached and accepted by the Association and the Board shall supersede any contrary terms contained in any individual employment contract hereinafter in effect. All future individual employment contracts shall be made expressly subject to terms of this agreement.

206 Disagreement

206.1 If the parties are unable to reach agreement on the terms of this Agreement, either party may declare impasse on all unresolved issues and submit the issue(s) in dispute to mediation. At impasse, the parties shall petition the Federal Mediation and Conciliation Service for the assignment of a mediator to assist the resolution of the impasse. Mediation shall be the final step in the dispute settlement procedure and shall not extend beyond the expiration of the contract except by mutual agreement. At the expiration of the mediation process both parties may exercise their statutory and/or legal rights. The parties intend for this alternate impasse procedure to supersede and take the place of the statutory impasse procedures.

207 General Provisions

- 207.1 Upon final approval by both the Association and the Board, two (2) copies of the total agreement shall be signed by the President of the Board and the President of the Association. Both parties shall retain a signed copy of the final agreement, which shall be binding on both parties.
- 207.2 The Board shall be responsible for the typing of the final negotiated agreement. The Association shall be responsible for the duplication and distribution of the agreement to bargaining unit members as well as administrative personnel and Board members. The final copy will be made available in a Word document to the Association President.
- 207.3 All present language unless deleted or modified will be incorporated into a successor agreement at such time a successor agreement is ratified and approved.
- 207.4 The parties may agree to amend any or all of these negotiation procedures at any time.

**ARTICLE 300 - SEVERABILITY**

301 Contract conflict with law and resolution

- 301.1 This Contract supersedes and prevails over all statutes of the State of Ohio (except as specifically set forth in Section 4117.10(A), Ohio Revised Code), and all policies, rules, and regulations of the Board. However, should any Court of competent jurisdiction determine, after all appeals or times for appeal have been exhausted, that any provision herein is unlawful, such provision shall be null and void to the extent that it is unlawful, but all other provisions of the Contract shall remain in full force and effect.
- 301.2 The parties shall meet within ten (10) days after the final determination to bargain to bring the contract into compliance. If the parties are unable to reach agreement on the affected language, it shall be submitted to the dispute resolution procedure as printed in Article 200, Section 205 of this Contract.

## ARTICLE 400 - GRIEVANCE PROCEDURE

### 401 General Provisions

- 401.1 A grievance is a complaint that alleges a violation, misinterpretation, or misapplication of this Contract.
- 401.2 A grievant is a bargaining unit member, group of bargaining unit members, or the Association alleging a violation, misrepresentation or misapplication of this Contract. A grievance alleged by a group shall have arisen out of similar circumstances affecting each bargaining unit member of said group.
- 401.3 For the purpose of this article, a day shall be defined as a week day, excluding calamity days and holidays. Meetings shall be scheduled at mutually agreed to times and dates.
- 401.4 If the grievant does not file a grievance within twenty (20) days from the date of occurrence or the date when the bargaining unit member should have become aware of the alleged grievance, the grievance shall be considered to have been waived by the grievant.
- 401.5 Any grievance not appealed from the written disposition of the Board or its representatives in any of the steps of the grievance procedure within the time and in the manner specified herein, shall be considered as having been accepted by the bargaining unit member on the basis of the disposition last made and shall not be eligible for further appeal.
- 401.6 If any representative of the Board fails to meet the time requirements in any of the steps of the grievance procedure as specified herein, then the grievant shall have the right to forward the grievance to the next step in the grievance procedure.
- 401.7 Time limits within this provision shall be considered a maximum unless mutual written agreement to extension by the grievant and the Board is made.
- 401.8 The Association has the right to be present at any grievance meeting between a bargaining unit member and the administration, Board, and/or their representative.
- 401.9 Grievance records shall be kept separate from permanent file records.
- 401.10 There shall be no reprisal by the Board against any bargaining unit member for having followed this grievance procedure.

402 Informal Procedure

402.1 Any grievance may be discussed with the grievant's immediate supervisor before it is filed in writing in order to attempt to resolve the matter informally. In any case, the grievant or the union representative will inform the immediate supervisor of the grievance prior to it being filed at Step 1.

403 Formal Procedure

Step 1: Executive Director

The grievant may initiate a formal grievance by submitting the written grievance on Appendix B to the executive director within twenty (20) days in accordance with the provisions of Section 401.4 and request a meeting with the executive director within five (5) days of the informal discussion, by submitting the grievance report form. The meeting will be held within five (5) days of the executive director's receipt of the appeal. The executive director shall write a disposition of the grievance within five (5) days after such meeting and return a copy to the grievant and appropriate administrator.

Step 2: Superintendent

If the grievant is not satisfied with the written disposition at Step 1, or if the executive director at Step 1 fails to file a timely response, the grievant may appeal the grievance and request a meeting with the Superintendent within five (5) days after receipt of the Step 1 written disposition by resubmitting the grievance report form. The meeting will be held within five (5) days of the Superintendent's receipt of the appeal from Step 1. The Superintendent shall write a disposition of the grievance within ten (10) days after such meeting and return a copy to the grievant and appropriate administrator(s).

Step 3: Board of Education or Federal Mediation

If the grievant is not satisfied with the written disposition of Step 2 or if the Superintendent at Step 2 fails to file a timely response, the grievant may, within five (5) days of the date in which the response was or should have been received, either file a request with the Board to have the Board review the grievance, or go directly to Step 4.

If the grievant chooses to have the Board review the grievance, the grievant will present the grievance to the Board in executive session at the next regularly scheduled Board meeting occurring at least three (3) days after the request is filed (unless the three day notice is waived by the parties). The Board will issue a decision within ten (10) days of the Board meeting.

Step 4: Federal Mediation

If the action taken by the Superintendent (or the Board of Education, if applicable) does not resolve the grievance to the satisfaction of the grievant and the Association, the Association shall request FMCS mediation. The mediation request shall be filed with the Treasurer's office within five (5) days of receipt of the Step 2 (or Step 3, if applicable) response. The parties will first attempt to agree on an FMCS mediator. If unable to agree, the Association will request for FMCS to appoint a mediator.

Step 5: Arbitration

The Association has ten (10) days following the mediation session, to file for arbitration. In the event the Association determines to proceed to arbitration, the Association shall notify the Board of its intention in writing.

404 Selection of the Arbitrator

404.1 The arbitrator shall be selected using the alternate strike method from a list of nine (9) arbitrators to be supplied by the American Arbitration Association. Each party shall have the right to completely reject one list of arbitrators. The parties shall alternate who makes the first strike from a list.

405 Authority of the Arbitrator

405.1 The Arbitrator shall have no authority to add to, subtract from, modify, change, or alter any of the provisions of this Contract, or add to, subtract from, or modify the language therein, in arriving at a determination of any issue presented. The arbitrator shall be expressly confined to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted, and further, shall have no authority to submit observations or declarations of opinion which are not directly essential in reaching the determination. The decision of the arbitrator shall be final and binding on the Board, the grievant, and the Association.

406 Costs of Arbitration

406.1 The costs for the expenses of the arbitrator and the hearing room shall be shared equally by the Board and the Association. Expenses of witnesses (non-bargaining unit members) and of individual representatives or consultants shall be paid by the party using them.

407

Miscellaneous

- 407.1 All communications between the parties regarding grievances shall be reduced to writing and hand-delivered or mailed by certified mail, return receipt requested. The Board shall provide the Association with copies of all communication regarding the grievance.
- 407.2 Constructive receipt by the Board shall be construed to be the delivery date to the office of the Superintendent.
- 407.3 Constructive receipt by the Association shall be construed to be the delivery day to the President/designee of the Association.
- 407.4 Meetings and hearings held under this procedure shall be conducted at a mutually agreed to time and place.
- 407.5 The grievant and his/her bargaining unit representative shall be permitted to attend a grievance meeting, with no loss of pay or benefits. If the Association filed the grievance the Association president or designee shall be considered the grievant.
- 407.6 Witness schedules shall be arranged, insofar as possible, to avoid conflict with student contact time. The grievant and any witnesses shall be released without loss of pay or benefit for any arbitration hearing held during the workday.
- 407.7 Arbitration hearings shall be held in the Tri-Rivers Career Center Board of Education room.
- 407.8 A grievance may be withdrawn by the Association at any time without prejudice.
- 407.9 No reference to a grievance or that a bargaining unit member grieved shall be placed in his/her personnel file.

**ARTICLE 500 - SENIORITY**

501

Seniority Defined

- 501.1 Seniority shall mean the years of continuous employment in a bargaining unit position at Tri-Rivers from the bargaining unit member's most recent date of hire.
  - 501.1.1 Time on Board-approved paid leaves of absence shall count toward seniority.

- 501.1.2 Time spent on inactive pay status (unpaid leave or layoff) shall not contribute to the accrual of seniority but shall not constitute a break in seniority.
- 501.1.3 Full-time bargaining unit members shall accrue one (1) year of seniority for each year worked. A full year of experience credit shall be granted for each year during which a bargaining unit member is employed by the Board for at least one hundred twenty (120) workdays.
- 501.1.4 For the purpose of suspension of contracts in the event of reduction in force, members with continuing contracts are considered more senior than members with limited contracts. When considering seniority with respect to continuing contract, the earliest date of employment shall determine which member with a continuing contract has the most seniority.

502 Equal Seniority

- 502.1 A tie in seniority shall occur when two (2) or more bargaining unit members have the same amount of seniority credit.
- 502.2 Ties in seniority shall be broken by the following method to determine the most senior bargaining unit member.
  - 502.2.1 the bargaining unit member with the earliest date of employment (date of hire); then,
  - 502.2.2 by lottery, with the most senior bargaining unit member being the one whose name is drawn first, etc.
- 502.3 This procedure shall be implemented in the presence of a designated Association representative.

503 Loss of Seniority

- 503.1 Seniority shall be lost when a bargaining unit member is no longer employed in a bargaining unit position.

504 Seniority List

- 504.1 The names of bargaining unit members will appear on a list which places continuing contract bargaining unit members at the top of the list in descending order of seniority, followed by limited contract bargaining unit members in descending order. The list shall include all certificates/licenses held by the bargaining unit member and which are on file with the treasurer. The list shall also include the date of hire for each bargaining unit member.

- 504.1.1 Bargaining unit members on leaves of absence shall be included on the list.
- 504.1.2 Part-time employees shall be listed separately from full-time employees.
- 504.2 The list shall be prepared by the administration on or before December 1 of each school year and posted on the main office bulletin board and in the teachers' lounge. The Association President shall receive a copy of the list on or before the posting date.
- 504.3 Each bargaining unit member shall have a period of thirty (30) days after the posting of the list in which to advise the Superintendent of any alleged inaccuracies, which may affect his/her seniority status. No protest shall be considered after thirty (30) days of the posting and the list shall be considered final until the next posting. The Superintendent will investigate any alleged inaccuracies and make such adjustments as may be in order and post the updated list following the thirty day period.
  - 504.3.1 All protests must be resolved before the list shall be considered final. The finalized list shall be initialed by the Association President and the Superintendent with copies retained by each no later than February 15.

**ARTICLE 600 - REDUCTION IN FORCE**

601 When the Board determines it necessary to reduce the number of bargaining unit positions, overall or in specific areas, due to the return to duty of regular teachers from leaves of absence, territorial changes affecting the school, loss of state/federal grants, insufficient ADM or unit enrollment (either total enrollment or enrollment by program), legislative action, or program design changes, or financial reasons which reduce the number of career technical lab instructors by area of certification, the following procedures shall apply:

- 601.1 Notification by the Superintendent of intent to recommend a reduction in force shall be delivered, in writing, to the President of the Association at least ten (10) workdays prior to Board action regarding a reduction in force. Such notification shall contain the following:
  - 601.1.1 The position(s) which may be eliminated;
  - 601.1.2 The name(s) of bargaining unit member currently occupying the position to be eliminated, and
  - 601.1.3 The reason(s) for each proposed reduction.

- 601.2 The Board shall not fill positions vacated by attrition in those areas in which a reduction in force is to occur.
- 601.3 If additional reduction is necessary, part-time bargaining unit member(s) shall be laid off in the affected area(s) by seniority.
- 601.4 If additional reductions are necessary among full-time bargaining unit member(s), the Board shall proceed to suspend contracts. In making such reduction the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent of Schools who shall, within each teaching field affected, give preference to teachers on continuing contracts. The Board shall not give preference to any teacher based upon seniority, except when involving a decision between teachers who have comparable summative evaluations.
  - 601.4.1 Seniority shall be determined in accordance with Article 500 - Seniority, except that bargaining unit members holding continuing contracts are senior to bargaining unit members holding limited contracts.

602 Rights While on Suspension

- 602.1 No new hire shall be employed in a bargaining unit position until all properly certified bargaining unit members on the recall list have been offered such position.
- 602.2 Each bargaining unit member on layoff status may:
  - 602.2.1 Continue receipt of group insurance coverage at his/her expense provided he/she submits payment of the premium on a schedule determined by the Treasurer of the Board.
  - 602.2.2 Be notified by mail of all postings for bargaining unit positions provided he/she keeps an updated address and telephone number on file in the Superintendent's office.
  - 602.2.3 Have recognized for recall purposes, additional certification, license, or entry-level requirements earned or reported while on layoff status, provided such information is filed with the Board prior to recall.

## Recall Rights

- 603.1 Teachers whose continuing contracts are suspended shall have the right of restoration to continuing service status if and when positions become vacant or are created for which any such teachers are or become certified. Seniority shall not be the basis for recalling a teacher except when involving a decision between teachers with comparable summative evaluations.
- 603.2 The bargaining unit member shall be given five (5) days to accept such offer and shall be granted a minimum of fifteen (15) days from date of receipt of the recall notice to report to work.
- 603.3 This procedure shall continue until all bargaining unit members on layoff status have been recalled, have retired under a State of Ohio retirement system, have voluntarily resigned, or have not accepted an offer of recall within two (2) years from the effective date of the layoff for those on limited contracts and three (3) years from the effective date of the layoff for those on continuing contracts.
- 603.4 A bargaining unit member who has had a multi-year limited teaching contract suspended prior to its expiration and is reinstated prior to the expiration of such contract, shall hold a limited teaching contract for the remainder of the term of that contract. Contract sequence shall then be in keeping with Article 1200 - Contracts and Certification.
- 603.5 A bargaining unit member who has had a multi-year limited teaching contract suspended prior to its expiration and is reinstated following the expiration of such contract, shall be entitled to a limited contract equal in length to the one he/she would have been eligible for had the reduction in force not occurred.
- 603.6 All benefits to which a bargaining unit member was entitled at the time of the suspension of his/her teaching contract will be restored to him/her upon reinstatement. He/she will be placed on the proper step of the salary schedule for his/her current position according to work experience, educational experience, certification, and /or education. A bargaining unit member will not receive salary increment credit for time spent on layoff, unless the bargaining unit member was otherwise employed, and said employment meets the requirements of Article 900 of this contract.

604 Bumping

604.1 A bargaining unit member(s) whose job(s) are RIFed shall have the right to bump the least senior person in an area for which they hold a certificate/license, when the least senior bargaining unit member has a comparable and/or lesser summative evaluation. If the bumping employee has more than one area of certification, the employee to be displaced will be the employee with the least district seniority in any of the bumping employee's areas of certification who has a comparable and/or lesser summative 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.

This procedure includes satellite program teachers.

604.2 Bargaining unit member(s) not directly affected by a reduction in force, may not bump.

**ARTICLE 700 - OTES EVALUATION FOR STAFF**  
**TEACHING 50% OR MORE**

Complete language for OTES evaluation of staff teaching 50% or more is fully described in Appendix A attached hereto and incorporated herein as if fully written here.

The language outlined in Appendix A applies only to those teachers who are under OTES per the requirements of 3319.1111 and 3319.12 of the Ohio Revised Code. The evaluation of other personnel shall continue to follow the existing procedure as described in Article 750 - Evaluation for Staff Teaching Less than 50%

**ARTICLE 750 - EVALUATION FOR STAFF**  
**TEACHING LESS THAN 50%**

751 Purpose

751.1 To assess the work performance of a bargaining unit member; and

751.2 To help the bargaining unit member to achieve greater effectiveness in the performance of the work assignment.

752 Evaluator

752.1 Evaluation of a bargaining unit member shall be the responsibility of the director, executive director, and Superintendent. The bargaining unit member shall receive a minimum of twenty-four (24) hours notice of a change in the evaluator.

753 Schedule of Evaluation

753.1 Schedule of Observations/Evaluations for Limited Contract Bargaining Unit Members

All limited contract bargaining unit members shall be evaluated at least one (1) time per year, except as indicated in Section 755 below. First-year bargaining unit members and bargaining unit members whose limited contract will be considered for renewal, shall be evaluated at least two (2) times per year.

753.1.1. Each limited contract bargaining unit member who is to be evaluated at least two (2) times per year shall have the first observation conducted and completed on or before January 15. The bargaining unit member shall receive the written evaluation on or before January 25.

753.1.2 The second observation shall be conducted prior to April 1. The bargaining unit member shall receive the written evaluation on or before April 10.

753.1.3 Required observations of all other limited contract bargaining unit members shall be conducted prior to April 5 and the written evaluation received prior to April 15.

753.1.4 Observations will not take place during the first twelve (12) workdays or last eight (8) workdays of a school year, on the day immediately prior to or following winter or spring break, or on the first 5 days following an employee's return from an extended illness of twenty (20) or more consecutive workdays.

753.1.5 Each evaluation for limited contract bargaining unit members shall consist of:

753.1.5.1 A classroom/work site observation of at least thirty (30) minutes.

753.1.5.2 A post-observation conference is to be held between the bargaining unit member and the evaluator prior to finalizing the evaluation. The conference is for the purpose of reviewing the evaluation instrument, delineating strengths and weaknesses, and providing constructive criticism. Except as indicated in Section 753.4, this conference shall be held within five (5) work days of the classroom/work site observation.

753.1.5.3 A written evaluation with recommendations regarding any improvements needed and recommendations for the means by which the bargaining unit member may obtain assistance in making such improvements.

753.1.5.4 A bargaining unit member may request an additional formal evaluation(s) to be arranged with his/her evaluator. Timelines are to be mutually agreed to by the evaluator and the bargaining unit member. The member must request the additional evaluation within three (3) days of receipt of the written evaluation results. It is understood that if this request results in missed timelines in fair dismissal or evaluation by the evaluator, any timelines will be extended for that bargaining unit member for twenty (20) school days.

753.2 Schedule of Observations/Evaluations for Continuing Contract Bargaining Unit Members

753.2.1 Continuing contract bargaining unit members shall be evaluated at least once every two (2) school years. Such evaluation shall include at least one (1) observation using the Employee Observation Form (Appendix C/E) and at least one (1) summative evaluation using the Employee Summative Evaluation form (Appendix D/F).

753.2.2 The observation form will be provided to the member within five (5) workdays of the observation. If deficiencies are noted in the observation/evaluation process, the evaluator shall hold a conference which shall occur within five (5) days after the Employee Summative Evaluation Form (Appendix D/F) has been given to the bargaining unit member.

753.2.3 By mutual written agreement of both the evaluator and the continuing contract bargaining unit member, an alternative evaluation process can be implemented which would supersede the process described above.

753.3 Alternative Evaluation Process

753.3.1 The executive director and a continuing contract bargaining unit member may mutually agree to conduct an evaluation as an alternative to the evaluation procedures contained in 753.2 for continuing contract bargaining unit members.

753.3.2 In the event that a bargaining unit member and the executive director agree to conduct a professional development evaluation, the bargaining unit member shall develop an action plan and have it approved by the executive director. There shall be mutual agreement between the bargaining unit member and the executive director as to how the action plan should be implemented.

753.4 All timelines for observations, evaluations, and any related conferences or documentation will be extended by the same number of days the bargaining unit member has been absent during any evaluation period. If, as a result of the member's absence(s) and/or the restrictions contained in Section 753.1.4, the required procedures cannot be completed prior to any established deadline, the Board will be deemed to have complied with such procedures, unless it results in the non-renewal of a unit member.

753.4.1 A bargaining unit member who is up for contract renewal and whose absence prevents compliance with the evaluation procedures, shall be issued a 1 or 2 year limited contract at the discretion of the Board, notwithstanding the individual employment contract sequence contained in Section 1203 of this Agreement.

754 Criteria for Evaluation

754.1 The basis for evaluation of each bargaining unit member shall be the board-adopted criteria of expected job performance as reflected in the Employee Observation Form (Appendix C/E) and Employee Summative Evaluation Form (Appendix D/F) of this Agreement.

754.2 Evaluations of bargaining unit members shall include the results of direct observation by the administrator not necessarily limited to the thirty-minute classroom/work site observation and may include other documented, verifiable information. If these observations indicate the necessity for corrective action on the part of the bargaining unit member, it must have been brought to the attention of the bargaining unit member either by face to face discussions which have been documented as to date, time and subject, or through written correspondence that has been dated and signed by the administrator.

755 General Provisions of Evaluation

- 755.1 If a bargaining unit member disagrees with an administrator's comment on the bargaining unit member's observation or evaluation forms, the bargaining unit member shall have the right, upon request, to include or attach a written statement to the evaluation form regarding the disagreement. This statement must be signed and dated by the bargaining unit member and submitted to the assistant director/director within thirty (30) school days of the evaluation conference.
- 755.2 The original observation and evaluation forms shall be signed and dated by the bargaining unit member and the administrator conducting the evaluation. The bargaining unit member's signature only indicates receipt of a copy and does not indicate he/she necessarily agrees with the contents in part or whole.
- 755.3 The original observation and evaluation forms will be placed in the bargaining unit member's personnel file and a copy will be given to the bargaining unit member and one copy retained by the director/executive director. The bargaining unit member shall receive his/her copy no later than five (5) workdays after the conference in 753.1.5.2.
- 755.4 The provisions of this Article shall supersede and replace the provisions of Ohio Revised Code Sections 3319.11 and 3319.111 relating to evaluation.

**ARTICLE 800 - FAIR DISMISSAL**

- 801 The Board shall terminate the contracts of bargaining unit members in accordance with the provisions of ORC 3319.16.
- 801.1 Nonrenewal of Limited Teaching Contracts for Probationary Employees Who Have Been Employed For Three (3) Years or Less
- 802 The procedures in Sections 802-807.2 shall be the sole procedures utilized for the consideration of the renewal/non-renewal of limited contracts issued to bargaining unit members who have been employed for more than three (3) years or who were employed on or before July 1, 2008. These procedures will not be employed for the consideration of supplemental contracts. These procedures shall supersede the provisions of ORC 3319.11.

- 803 If the Superintendent determines that he/she will recommend that a bargaining unit member's limited contract not be renewed, the Superintendent shall notify the bargaining unit member in writing on or before April 15.
- 803.1 A bargaining unit member who has been notified in writing that the Superintendent intends to recommend non-renewal of his/her limited contract shall have been evaluated in accordance with the provisions of Article 700 - Evaluation.
- 804 Within three (3) days of notification from the Superintendent, the bargaining unit member may request, in writing, a meeting with the Superintendent and an appearance before the Board in executive session.
- 804.1 These meetings shall occur prior to the Board's action on the Superintendent's recommendation to non-renew.
- 804.2 The bargaining unit member and the Board may each have a representative present at these meetings.
- 804.3 During the course of this meeting, the Superintendent will outline a written statement describing the circumstances leading to the recommendation for non-renewal. The bargaining unit member will be afforded the opportunity to provide any information, which may cause a reversal of such recommendation for non-renewal.
- 805 The Board shall notify the bargaining unit member of its decision on or before April 30.
- 806 If a bargaining unit member believes that the Board has not substantially complied with the procedural requirements of the provisions of Article 700 - Evaluation and/or Article 800 - Fair Dismissal, he/she may file a grievance.
- 806.1 The arbitrator shall be limited to the determination of procedural errors only and to ordering the correction of procedural errors up to the issuance of an additional limited contract of one (1) year.
- 807 Non-renewal of a limited contract shall be only for performance reasons (as reflected in the evaluation), or other reason(s) that are not arbitrary, capricious, or discriminatory.
- 807.1 A grievance under this section shall be filed at Step 3 of Article 400 - Grievance Procedure.
- 807.2 The arbitrator shall not have the authority to issue a continuing contract.

808 Nonrenewal of Limited Teaching Contracts for Probationary Employees Who Have Been Employed for Three (3) Years or Less

- 808.1 On or before April 30, limited contract teachers who have been employed for three (3) or fewer years, and who were employed by the Board after July 1, 2008, shall be notified by the Superintendent that they will not be recommended to the Board for rehiring for the next school year and the reasons for the nonrenewal recommendation. Prior to Board action on their contract, such teachers shall have the right to meet with the Board in executive session with representation to present their case.
- 808.2 This nonrenewal procedure for teachers who have been employed for three (3) or fewer years supersedes all provisions of O.R.C. §3319.11 and O.R.C. §3319.111, and such teacher shall have no right to challenge said nonrenewal pursuant to the negotiated grievance procedure, O.R.C. §3319.11 or §3319.111, or in any other legal forum.
- 808.3 Employees who were hired prior to June 1, 2013, are only subject to a two (2) year probationary period.

**ARTICLE 900 - SALARY PROCEDURE**

901 All bargaining unit members shall be paid according to the Salary Schedule Index (Article 1000) and Salary Schedule (Article 1100) and related provisions of this Article.

902 The base rate of the salary schedule shall be the Bachelor's Degree Column, Step 0.

903 Placement on the Schedule

903.1 Horizontal Placement

903.1.1 Bargaining unit members shall be placed on the salary schedule according to their training and experience.

903.1.2 Horizontal Placement Chart

	I	II	III	IV
Degree Required Degree Program	Bachelors Degree	Bachelors Degree Plus 15 Sem. Hrs	Masters Degree	Masters Degree plus 15 Sem. Hrs.
Entry from Industry	4 yr. Resident Educator License	Professional 5 yr. License and 60 Sem. Hrs.	Bachelors Degree & Professional Cert/5 yr. License	Masters Degree Perm. Cert./5 Yr. License

904

Recognized placement criteria

- 904.1 Degrees referred to above shall mean an earned degree from an accredited institution.
- 904.2 Three (3) quarter hours shall equal two (2) semester hours.
- 904.3 Upon initial hire, a bargaining unit member shall be given full experience credit for up to ten (10) years of teaching service in public or private schools (or colleges) if recognized by the State of Ohio, Department of Education, Division of Teacher Education and Certification.
- 904.4 For placement on the category IV (degree required) column, the additional hours must be obtained after the granting of the masters degree.
- 904.5 One (1) year of teaching experience shall mean the bargaining unit member has been employed under a teaching contract for 120 days or more in any one school year.
- 904.6 Five (5) years of work experience, apprenticeship, or equivalent training directly related to the career technical area to be taught, and approved by the State Department of Education, shall qualify the successful applicant to be placed at the zero (0) step on the salary schedule (Class I).
  - 904.6.1 Work experience credit directly related to the career technical field to be taught, as determined by the Superintendent, beyond that necessary for initial certification, shall be equated at the ratio of one for one, not to exceed ten (10) years.
  - 904.6.2 No work experience of any kind shall be accepted in lieu of teaching experience unless such work experience shall have been in, or directly related to, the specific career technical field in which the applicant is to teach.
  - 904.6.3 If the total of work experience years involves a fraction of eight (8) calendar months or more, such fraction shall be credited as a full year of work experience.
  - 904.6.4 Bargaining unit members shall not receive a decrease in regular contract compensation through movement on the placement chart.
- 904.7 Previous military service credit shall be granted to a maximum of five (5) years. Active military service of eight (8) months or more during any given year, shall be counted as a full year of credit on the salary schedule.

905 Advancement on the Salary Schedule

905.1 Horizontal Advancement

905.1.1 A bargaining unit member shall advance horizontally on the salary schedule by acquiring additional training as follows:

905.1.1.1 When sufficient course work is complete, a higher degree is earned, or new licensure is acquired.

905.1.1.2 When satisfactory evidence of such completion is provided to the Board. Satisfactory evidence shall be an official transcript or a letter of coursework completion issued by the appropriate institution or program and/or new certificate/license.

905.1.1.3 Payment on the new column will be retroactive to the first pay of the school year, if the Board has been provided satisfactory evidence on or before October 1.

905.1.1.4 Payment on the new column will be retroactive to the first pay of the calendar year, if the Board has been provided satisfactory evidence on or before February 1.

905.2 Vertical Advancement

905.2.1 A bargaining unit member shall advance vertically one (1) step on the salary schedule for each year of experience in the district.

905.3 Dues Deduction

905.3.1 Upon request to the Treasurer of the Board, through a signed authorization prior to September 30, any bargaining unit member represented by the Association shall be exclusively granted payroll deduction of his/her dues. The dues shall be deducted over twenty (20) pay periods in equal amounts over ten (10) months starting with the second pay period in October.

905.3.2 The Association shall notify the Treasurer of the Board in writing of the amount to be deducted from each bargaining unit member's paycheck prior to September 30.

905.3.3 The Board shall provide a printout of those bargaining unit members from whom dues were deducted and shall submit a check for the full amount of the deductions to the Association's Treasurer.

905.3.4 The Association agrees to indemnify and save the Board harmless against any and all claims that may arise out of or by reason of action taken by the Board in reliance upon any authorization for dues deductions submitted by a bargaining unit member in accordance with this provision.

**ARTICLE 1000 - SALARY SCHEDULE INDEX**

Years of Experience	Class I BA	Class II BA+15	Class III MA	Class IV MA+15
0	1.000	1.050	1.105	1.185
1	1.051	1.101	1.201	1.236
2	1.102	1.152	1.252	1.287
3	1.153	1.203	1.303	1.338
4	1.204	1.254	1.354	1.389
5	1.255	1.305	1.405	1.440
6	1.306	1.356	1.456	1.491
7	1.357	1.407	1.507	1.542
8	1.408	1.458	1.558	1.593
9	1.459	1.509	1.609	1.644
10	1.510	1.560	1.660	1.695
11	1.561	1.611	1.711	1.746
12	1.612	1.662	1.762	1.797
13	1.663	1.713	1.831	1.848
14	1.714	1.764	1.864	1.899
15	1.765	1.815	1.915	1.950
16	1.816	1.866	1.966	2.001
20	1.867	1.917	2.017	2.052

**ARTICLE 1100 - SALARY SCHEDULES**

<b>2016-2017</b>				
<b>Experience</b>	<b>Class I - BA</b>	<b>Class II - BA + 15</b>	<b>Class III - MA</b>	<b>Class IV - MA + 15</b>
0	35,286	37,050	40,579	41,814
1	37,085	38,850	42,378	43,613
2	38,885	40,649	44,178	45,413
3	40,684	42,449	45,977	47,212
4	42,484	44,248	47,777	49,012
5	44,284	46,048	49,576	50,811
6	46,083	47,847	51,376	52,611
7	47,883	49,647	53,176	54,411
8	49,682	51,447	54,975	56,210
9	51,482	53,246	56,775	58,010
10	53,281	55,046	58,574	59,809
11	55,081	56,845	60,374	61,609
12	56,881	58,645	62,173	63,408
13	58,680	60,444	63,973	65,208
14	60,480	62,244	65,773	67,008
15	62,279	64,044	67,572	68,807
16	64,079	65,843	69,372	70,607
20	65,843	67,653	71,277	72,547

1100.1 The Board proposes to eliminate the 1.7% actual STRS pick-up and to increase the BA-0 Base salary accordingly, so that employees experience no adverse effect from this change. For the 2016-17 school year, the Board proposes a 3.25% increase to the BA-0 base salary which shall include the 1.7% increase to the pickup conversion. For the 2017-18 and 2018-19 school years, the Board proposes to increase the BA-0 base salary 2% each year.

**ARTICLE 1100 - SALARY SCHEDULES**

<b>2017-2018</b>				
<b>Experience</b>	<b>Class I - BA</b>	<b>Class II - BA + 15</b>	<b>Class III - MA</b>	<b>Class IV - MA + 15</b>
0	35,992	37,791	41,390	42,650
1	37,827	39,627	43,226	44,486
2	39,663	41,462	45,062	46,321
3	41,498	43,298	46,897	48,157
4	43,334	45,134	48,733	49,992
5	45,170	46,969	50,568	51,828
6	47,005	48,805	52,404	53,664
7	48,841	50,640	54,240	55,499
8	50,676	52,476	56,075	57,335
9	52,512	54,312	57,911	59,170
10	54,347	56,147	59,746	61,006
11	56,183	57,983	61,582	62,842
12	58,019	59,818	63,417	64,677
13	59,854	61,654	65,253	66,513
14	61,690	63,489	67,089	68,348
15	63,525	65,325	68,924	70,184
16	65,361	67,161	70,760	72,019
20	67,161	69,007	72,703	73,999

1100.1 The Board proposes to eliminate the 1.7% actual STRS pick-up and to increase the BA-0 Base salary accordingly, so that employees experience no adverse effect from this change. For the 2016-17 school year, the Board proposes a 3.25% increase to the BA-0 base salary which shall include the 1.7% increase to the pickup conversion. For the 2017-18 and 2018-19 school years, the Board proposes to increase the BA-0 base salary 2% each year.

**ARTICLE 1100 - SALARY SCHEDULES**

<b>2018-2019</b>				
<b>Experience</b>	<b>Class I - BA</b>	<b>Class II - BA + 15</b>	<b>Class III - MA</b>	<b>Class IV - MA + 15</b>
0	36,712	38,547	42,219	43,504
1	38,584	40,420	44,091	45,376
2	40,456	42,292	45,963	47,248
3	42,329	44,164	47,836	49,120
4	44,201	46,037	49,708	50,993
5	46,073	47,909	51,580	52,865
6	47,946	49,781	53,452	54,737
7	49,818	51,654	55,325	56,610
8	51,690	53,526	57,197	58,482
9	53,563	55,398	59,069	60,354
10	55,435	57,270	60,942	62,227
11	57,307	59,143	62,814	64,099
12	59,179	61,015	64,686	65,971
13	61,052	62,887	66,559	67,843
14	62,924	64,760	68,431	69,716
15	64,796	66,632	70,303	71,588
16	66,669	68,504	72,175	73,460
20	68,504	70,388	74,158	75,480

1100.1 The Board proposes to eliminate the 1.7% actual STRS pick-up and to increase the BA-0 Base salary accordingly, so that employees experience no adverse effect from this change. For the 2016-17 school year, the Board proposes a 3.25% increase to the BA-0 base salary which shall include the 1.7% increase to the pickup conversion. For the 2017-18 and 2018-19 school years, the Board proposes to increase the BA-0 base salary 2% each year.

**ARTICLE 1200 - CONTRACTS AND CERTIFICATION/LICENSURE**

- 1201 The Board shall enter into written contracts as provided by ORC 3319.08 for the employment or re-employment of all bargaining unit members.
- 1202 Job descriptions shall be available, upon request, to each bargaining unit member.
- 1203 Sequence of Contract Issuance
- 1203.1 Bargaining unit members holding a professional license upon date of hire shall be issued an individual contract in the following order, except as indicated in Sections 1203.2, 1203.3, and 1203.4 below:
- 1203.1.1 upon initial employment, a one (1) year contract;
- 12.03.1.2 upon subsequent re-employment, a one (1)year contract;
- 1203.1.3 upon subsequent re-employment, a one (1) year contract;
- 1203.1.4 upon subsequent re-employment and thereafter, a two (2) to five (5) year contract shall be awarded. Each contract must exceed the previous contract term unless the employee has been placed on probation by his/her immediate supervisor.
- 1203.2 Bargaining unit members on a four (4) Year Resident Educator License or any license other than a professional license may only receive one (1) year contracts. Upon issuance of a professional license, bargaining unit members who have at least three (3) years at Tri-Rivers, will advance to 1203.1.4.
- 1203.3 At any time upon the expiration of a multi-year contract, the Board may issue a one (1) year probationary limited contract provided:
- 1203.3.1 the recommendation for a probationary contract is based on deficiencies noted through the evaluation procedure;
- 1203.3.2 no more than one (1) probationary contract may be issued.
- 1203.3.3 Upon the successful completion of a one (1) year probationary contract, the bargaining unit member shall be awarded a one (1) to five (5) year limited contract. Subsequent contract issuance shall follow Article 1203.1.4.

1203.5 If the Board is unable to evaluate an employee properly due to a long-term leave of absence (including a leave that begins during an evaluation cycle and does not end in time for the evaluation to be completed), the Board may require the employee to repeat the year in his/her contract sequence. If the Board determines that the repeat of a year is necessary, it will provide written notification to the employee no later than April 30.

1204 Continuing Contract Issuance

1204.1 Bargaining unit members who desire Board consideration for continuing contract status shall submit proof of proper certification/qualification to the director and the Superintendent prior to November 1 of the school year in which the limited contract expires.

1204.2 A bargaining unit member, who attains all the qualifications for a continuing contract as per Ohio Revised Code, while employed on a four (4) or five (5) year limited contract, may have the Board consider the bargaining unit member for continuing contract status by notifying the Board, in writing, that he/she has all the necessary information on file in the Treasurer's office and wants to be considered for a continuing contract. Requests must be made before April 1st prior to the school year in which the continuing contract is to be in effect. In the event the Board denies the request, the bargaining unit member shall be given the reason(s) for the denial in writing.

1205 Certification/Licensure

1205.1 All bargaining unit members will be notified by the Local Professional Development Committee by April 1st that their certificate(s)/license(s) will expire the following year. Failure of the Local Professional Development Committee to so notify the unit member will not negate the member's responsibility to keep his/her certification/license current.

1205.2 Failure to apply for renewal of certificate(s)/license(s) by July 1st may result in disciplinary action.

1205.3 All bargaining unit members must maintain the certification(s)/license(s) they are teaching under. Certificates/licenses may be dropped if they have not been used in the last two years. Bargaining Unit Members must notify the administration of their intent to drop a certificate/license by January 1, of the year in which the license will expire. Maintaining a certificate/license means the certification/license required for state or federal funding of the position as well as the required State of Ohio certification/license.

1205.4 The Board will pay (or reimburse) all bargaining unit members for up to one-half of the costs of all required BCI and FBI checks and fingerprinting which are necessary to maintain certification/licensure, up to a Thirty Dollar (\$30.00) maximum per bargaining unit member.

### ARTICLE 1300 - INSURANCES

#### 1301 General Provisions

Our proposal under medical is to change the premium costs while maintaining all the Stark County COG Insurances. We also propose to change Board policy to reflect Four Thousand Dollars (\$4,000) flat fee for those not taking medical (this cannot be in the negotiated agreement per the COG).

#### 1301.1 Coverage

1301.1.1 The Board shall provide for all bargaining unit members a comprehensive insurance plan that provides for Medical (Hospital, Surgical and Major Medical) and ancillary insurances (Dental, Group Life, Prescription Drug and Optical Insurance).

1301.1.2 The Board of Education may fully meet its obligation to provide health care benefits and services under this Collective Bargaining Agreement by participating in the Health Benefits Program of the Stark County Schools Council of Governments. (Stark County COG). The coverage shall be standardized by COG specifications.

1301.1.3 The Board shall pay eighty-nine percent (89%) of the premium for 2016-17, eighty-eight percent (88%) of the premium for 2017-18; and eighty-seven percent (87%) of the premium for 2018-19, and the bargaining unit member shall pay 11% of the premium for 2016-17, twelve percent (12%) of the premium for 2017-18, and thirteen percent (13%) of the premium for 2018-19.

## ARTICLE 1400 - FACULTY SUBSTITUTING

- 1401 Faculty Substituting shall be defined as:
1. Bargaining unit members substituting for other bargaining unit members who are not in attendance that day.
  2. Bargaining unit members combining classes with other bargaining unit members' classes when one of the bargaining unit members is not in attendance that day. Situations in which a manageable number of students are combined with another class will not constitute faculty substituting. Disputes as to whether a group of students is "manageable" for purposes of this Section will be referred to the Labor Relations Committee for resolution.
- 1402 Bargaining unit members with flexible schedules (e.g., Coop, Option IV, GRADS) who substitute for other members shall complete their regular assignment outside of the regular school day.
- 1403 Faculty substituting requested by the administration should allow a reasonable amount of time for preparation, except for emergencies. Volunteers will be assigned first. Involuntary assignments will occur no more than twice per week.
- 1404 Classroom coverage will be at no cost to the Board when mutually arranged by bargaining unit members. Verbal approval for such an arrangement must be provided by the appropriate administrator. A leave request must be turned in by a teacher leaving the classroom for more than one standard (40 minute) period.
- 1405 Faculty substituting will be reimbursed by the Board. Bargaining unit members requesting compensation shall be paid at a rate of \$20.00 per period. A period shall be defined as the normal class time established by the student schedule for that particular year.
- 1406 "Long term" faculty subbing is defined as eleven (11) or more consecutive days subbing for the same person. Long-term faculty subs will be paid an additional one-ninth (1/9) of their regular per diem rate for each day worked as a substitute. Once the sub reaches long-term sub status, he/she will be paid retroactive to the first day served as a sub (any sub pay received during the first ten days pursuant to Section 1405 will be an offset against the one-ninth per diem).

## ARTICLE 1500 - SEVERANCE PAY

- 1501 Bargaining unit members who retire from active service of the Board and whose effective date of retirement has been verified by the State Teachers Retirement Systems (STRS) who elect to be paid in cash for sick leave accumulated and unused at the time of retirement shall do so on the following basis:
- 1501.1 Upon written application to the Treasurer, those bargaining unit members with accumulated and unused sick leave at the time of retirement will be paid a sum equal to the value of twenty-five (25) percent of the unused sick leave up to 253 days [sixty-three and one quarter (63-1/4) days].
    - 1501.1.1 Unit members who are absent five and one-half days (5 1/2) or fewer in four out of the last five years of employment with Tri-Rivers prior to retirement, will receive an additional thirty (30) days of severance pay. Attendance at a professional meeting shall not constitute an absence.
  - 1501.2 Such payment shall be based on the bargaining unit member's daily rate of pay at the time of retirement. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued to the bargaining unit member. Such payment shall be made only once to any bargaining unit member.
  - 1501.3 To be eligible to receive severance pay under this policy, the bargaining unit member must officially retire under STRS within six (6) months of the bargaining unit member's last workday.
  - 1501.4 Any bargaining unit member who dies prior to retirement who would otherwise have been entitled to such payment shall be deemed to have retired the day preceding their death. Said payments for such accrued sick leave shall then be paid to his/her beneficiary as named on the bargaining unit member's life insurance policy, as provided in Article 1300, Insurances, of this Contract.

1502 Retirement Incentive

Employees who retire during the summer (summer defined as any time from the last day of the current school year to the beginning day of the following school year) of their first year of eligibility (30 years of STRS credit/at least age 50, 25 years of STRS credit/at least age 55, or 5 years of STRS credit/at least age 60), or who retire during the summer after they first attain 30 years of STRS service credit at any age, will receive a Fifteen Thousand Dollar (\$15,000) stipend. However, employees who retire and are subsequently rehired pursuant to the provisions of Article 4900 are not eligible for this stipend. Employees who retire any-time after their first year of eligibility or after the first year they attain 30 years of service credit will not receive a stipend.

Employees who retire any time other than summer (summer as defined above), must give no less than five (5) months' notice prior to the effective date of retirement, to be eligible for this incentive.

- 1503 Any full time bargaining unit employee that is eligible for full medical benefits and who submits an irrevocable letter of resignation with at least five (5) months' notice prior to the effective date of separation from employment, shall receive a one-time payment of One Thousand Five Hundred Dollars (\$1,500.00). This payment shall be made within thirty (30) days of the acceptance of the resignation by the Board of Education and is subject to all deductions required by law. Payment shall be made in either a lump sum, equal installments paid in addition to the current salary for the remaining pays in the school year or in addition to the employee's severance payout. The employee shall elect which of the three payout options are preferred and notify the Treasurer in writing following the acceptance of the resignation.

#### **ARTICLE 1600 - TUITION REIMBURSEMENT**

- 1601 The Board shall allocate a maximum of Thirty Thousand Dollars (\$30,000) each year (July 1 to June 30 of the following year) for the tuition reimbursement program for bargaining unit members. Funds will be reimbursed on a first-come first-serve basis. Funds shall not carryover from one fiscal year to the next.
- 1602 Continuing Education Units (C.E.U.s) or college credit may be used for certificate/license renewal or upgrading. Tuition reimbursement will be provided on the following basis: six (6) semester/nine (9) quarter hours = 18 C.E.U.s.
- 1603 All bargaining unit members will be eligible for tuition reimbursement no matter how long they have been employed. Tuition costs are reimbursable by submitting paid receipts and evidence of satisfactory completion of the course(s).
- 1604 Reimbursement shall be at a rate of sixty-five percent (65%) of the tuition. An additional twenty percent (20%) of the tuition will be paid in a lump sum after attainment of a license in an area desired by the Board. An annual list of desired licenses will be provided to the Association President by the Board. If the Board has paid for a workshop, which provided C.E.U.s, no additional reimbursement will be made. Tri-Rivers adult education courses will be reimbursed in full.

1604.1 Employees can choose 3 options:

- 1) Payment of 65% upon completion of class to be reimbursed to employee;
- 2) Payment of 65% directly to the University/College at the time class is billed with agreement to repay TRCC if class is not completed or a "C" or better is not obtained; and

3) Payment of 35% (employee's share of tuition) may be paid directly to the University/College at the time class is billed with agreement to repay TRCC through payroll deduction. Repayment will begin on the first pay after payment to the University/College and will be spread over the remaining pays of the current school year (subsequent school year for summer classes).

1605 A minimum of "C" for a grade shall be necessary to qualify for reimbursement. C.E.U.s must be verified as completed and accepted by the Local Professional Development Committee. Pass/fail must be pass.

1606 Bargaining unit members are required to take the course prior to requesting tuition reimbursement. Bargaining unit members must make the commitment, receive a grade of "C" or better, and show proof of payment when submitting a request for tuition reimbursement.

1607 All course work must be related to the Individual Professional Development Plan.

1608 To insure reimbursement, members must apply to the Superintendent for pre-approval of reimbursement. Members will apply by using the form in Appendix M no later than ten (10) workdays prior to taking the course(s). If not notified within five (5) workdays after submission of the form, the tuition reimbursement is approved. After completing the coursework, the bargaining unit member will submit a request for reimbursement within one hundred twenty (120) days after grades are issued for the course. If the coursework was pre-approved, payment will be made to the member as per the provisions of Article 1600.

Members who missed the deadline for pre-approval may still apply for reimbursement. Members who apply after the pre-approval deadline will be reimbursed as per 1604 on a first-come basis as long as funds are available.

1609 Bargaining unit members who are on a remediation or an improvement plan will be provided tuition reimbursement for professional development that pertains to the remediation or improvement plan, regardless of the amount of current tuition funds available.

1610 The additional twenty percent (20%) will also be paid for any licensure or coursework that the administration requests of a bargaining unit member. Request must be approved by the Superintendent and reimbursement is subject to the \$30,000 pool.

1611 Employees who take classes under Route B shall receive one hundred percent (100%) reimbursement of tuition costs and shall receive a One Hundred Dollar (\$100.00) per diem payment for summer class days if the classes are more than 40 miles from Tri-Rivers. This amount shall not be applied to the \$30,000 limit.

**ARTICLE 1700 - STRS PICK-UP**

- 1701 The Board will implement the State Teachers Retirement System (STRS) “pick-up” utilizing the salary reduction method of contributions to the STRS paid on behalf of bargaining unit members, at no cost to the Board, under the following terms and conditions:
- 1701.1 The amount to be “picked-up” on behalf of each bargaining unit member shall be one hundred percent (100%) of the bargaining unit member’s annual contribution. The bargaining unit member’s annual compensation shall be reduced, at no cost to the Board, by an amount equal to the amount “picked-up” by the Board for the purpose of Federal and State tax only.
  - 1701.2 The “pick-up” percentage shall apply uniformly to all bargaining unit members as a condition of employment.
  - 1701.3 No bargaining unit member covered by this provision shall have the option of electing a wage increase or other benefit in lieu of the Board “pick-up”.
  - 1701.4 Payment for all paid leaves: sick leave, personal leave, and severance pay, including unemployment and workers’ compensation shall be based on the bargaining unit member’s daily pay prior to reductions (e.g., gross pay divided by the number of days worked.)
- 1702 Each bargaining unit member shall be responsible for compliance with Internal Revenue Service exclusion allowance regulations with respect to the “pick-up” in combination with other tax deferred compensation plans.
- 1703 If the foregoing “pick-up” provisions are nullified by subsequent Internal Revenue Service rulings, Ohio Attorney General opinions, or other governing regulations, the Board will be held harmless and this section of the agreement shall be declared null and void. The Board shall then return to the former method of STRS contribution as soon as necessary.

### ARTICLE 1800 - EXTENDED SERVICE

- 1801 Extended service shall be defined as all work days in addition to the regular work year of 184 days. For the purposes of this article, new teacher and involuntary transfer extended service days will be excluded.
- 1802 Extended service days must be authorized by a supplemental contract approved by the Board.
- 1802.1 A current bargaining unit member who worked extended time in 2007-2008 shall not have a reduction in extended days below the number worked in the 2007-2008 school year as long as he/she remains in his/her current position and providing he/she can furnish documentation that the days were/are actually worked.
- 1803 The per diem rate shall be 1/184th of the bargaining unit member's salary times the number of extended service days.
- 1804 The minimum workday for bargaining unit members shall be seven (7) hours.

### ARTICLE 1900 - SUPPLEMENTAL CONTRACTS

- 1901 The supplemental positions listed in Section 1905 shall be considered bargaining unit positions.
- 1902 Bargaining unit members who apply shall be given priority in filling supplemental positions. If a position is awarded outside of the bargaining unit, any bargaining unit member who applied for that position will receive written reasons as to why the position was not awarded to a bargaining unit member.
- 1903 A job description shall be developed by the Board for each supplemental duty, and a copy shall be given to the bargaining unit member with their supplemental contract.
- 1904 Except for home visitation, supplemental contracts are voluntary.
- 1905 The Board agrees to compensate supplemental positions as follows:
- 1905.1 Catering/banquets - An hourly rate of \$25.00 for work done outside of the school day
- 1905.2 Computer Maintenance - An hourly rate of \$25.00 for work done outside of the school day
- 1905.3 Bus Maintenance - An hourly rate of \$25.00 for work done outside of the school day

- 1905.4 Building and Grounds Maintenance - An hourly rate of \$25.00 for work done outside of the school day
- 1905.5 Equipment Maintenance - An hourly rate of \$25.00 for work done outside of the school day
- 1905.6 Gym and Fitness Equipment Coordinator - \$1,000 per semester
- 1905.7 Any staff member requested to attend Great Start will be compensated One Hundred Fifty Dollars (\$150.00) per day for their attendance during the scheduled time.
- 1905.8 Home Visitation - For visits conducted at the student's home by Career Technical Instructors, Thirty Dollars (\$30.00) per visit plus mileage. Home visits may begin right after Memorial Day, and shall be completed by the first day of school, with paperwork to be turned in by October 1st. Home visits may also be done with students who enroll after the first day of school. Such home visits should be completed as soon as possible, ideally within five (5) days of enrollment.
- If a student visit is held one-on-one at Tri-Rivers during one of the Great Start days, payment of Ten Dollars (\$10.00) per visit.
- If a student visit is held one-on-one at Tri-Rivers or a place other than the home, on a day other than a Great Start day, payment of Twenty Dollars (\$20.00) per visit plus mileage if conducted on a non-contract day.
- 1905.9 Job Site Coordinator - 10% of the base salary
- 1905.10 Entry Year Licensure Workshop (required for 4 year license) - Total stipend including mileage to be \$600.
- 1905.11 New Hire Orientation and Planning - up to 5 days. Administration to schedule up to 2 1/2 days for orientation, and approve the scheduling of up to 2 1/2 days for planning. The new hire must preschedule their planning time with the appropriate supervisor.
- 1905.12 Career Technical Honor Society - 4.00% of the base salary
- 1905.13 Career Technical Student Organization Liaisons - 10% of the base salary
- 1905.14 Teen Board - 2.5% of the base salary
- 1905.15 Supplemental Pay for teaching Dual Enrollment - \$250.00 per course per semester up to a maximum of \$500.00 per semester.
- 1905.16 Mentor Teacher - \$750.00 per year for one resident educator. If mentoring two resident educators a maximum of \$1,250.00 will be paid.

1905.17 Lead Mentor - \$1,500.00 per year with one extra planning period, if schedule allows. If schedule does not allow one extra planning period, \$2,500.00 per year will be paid.

1906 The mileage rate shall be IRS rate - effective on the date of travel - rounded down.

1907 Curriculum Development Pay

Bargaining unit members required and authorized to develop curriculum for revisions or updates to an existing course of study for state mandated programs shall be paid \$25.00 per hour for hours beyond the regular work day. If collaboration of teachers is necessary during the school day for curriculum development, substitute teachers will be secured for those teachers who would ordinarily have student supervision responsibilities. All work must be approved by the executive director or designated director.

#### **ARTICLE 2000 - EXTRA DUTIES**

2001 All duties will be distributed as equitably as possible. Rotation of duties is an acceptable method of distribution. Bargaining unit members may have more than one duty and the total of all duties will not exceed thirty minutes in length each day. If funding is available, as determined by the Board of Education, the Board will employ an aide to assist in cafeteria duty. Outside duties will be rotated yearly.

2002 Bargaining unit members approved to supervise Tri-Rivers students at student competition days and youth club functions, shall receive a stipend of sixty dollars (\$60.00) per day for such days that are not part of the bargaining unit members regular work year. The stipend also will be paid in the event the bargaining unit member travels to such an event and is required to supervise students attending such function for a period of at least five (5) hours after the end of the bargaining unit member's regular workday. Participation in the above shall be voluntary if the bargaining unit member has no students involved. Bargaining unit members may be released from this assignment if adequate replacement is available.

2003 Bargaining unit members shall not be compensated for the following events

2003.1 Service/Social Events i.e. Spring Formal, Cancer StereoThon Activities, etc.

2003.2 Youth Group Banquets

2003.3 District/Regional Competitions within the VEPD

2003.4 District/Regional Competition for youth groups shall be held at Tri-Rivers at the discretion of the administrator and advisor.

2004 Bargaining unit members have a vested professional interest in recruitment and retention and public relations. Therefore, unit members are expected to attend out of school activities, (such as one (1) student orientation, Senior Awards Night and youth organization activities, etc.), that are related to their assignment. Attendance at such activities may be reflected in the evaluation. Bargaining unit members who cannot attend the school activities referenced above are required to notify their Supervisor prior to the event.

2005 Field Trip Bus Driver

If a bargaining unit member drives the bus to take students on a field trip and supervises the students during the field trip, the unit member will be paid twelve dollars (\$12) per hour for actual driving time. If the unit member drives the bus but does not supervise students on the field trip, the unit member will be paid at the substitute bus driver rate per hour for actual driving time. (Driving students to a job site is not covered by this section.) The Board reserves the right to hire a non-bargaining unit member to drive the bus on the field trip, even if a unit member has volunteered to drive. This payment for actual driving time is in addition to any stipend that the unit member might qualify for pursuant to Section 2002.

#### Board-Paid CDL License

Upon approval by the Superintendent after a written request by a bargaining unit member, the Board will pay for the cost of a bargaining unit member to obtain his/her CDL license. Once obtained, the bargaining unit member must maintain his/her CDL license for the duration of his/her employment with the Board, and the Board will reimburse the cost of renewing the CDL license. The bargaining unit member will also be paid at the rate of Twenty Dollars (\$20.00) per hour when being trained to maintain the CDL license. Once a CDL license is obtained, the bargaining unit member is eligible for bus driving duties paid at Twelve Dollars (\$12.00) per hour when driving during off-work hours. If a bargaining unit member resigns his/her employment within two (2) years after obtaining a CDL license, the bargaining unit member will reimburse the Board all costs paid by the Board for the bargaining unit member to obtain his/her CDL license.

### ARTICLE 2100 - SICK LEAVE

2101 Bargaining unit members may accumulate an unlimited amount of unused sick leave. Each bargaining unit member shall be entitled to fifteen (15) days sick leave, with pay, for each year under contract, which shall be credited at the rate of one and one-quarter (1-1/4) days per month. Bargaining unit members on part-time contracts shall be awarded and granted sick leave prorated on the fraction of his/her contract versus the regular contract status.

- 2102 A bargaining unit member who has no accumulated sick leave will be advanced his/her unearned sick leave for the balance of any school year in which such advancement is necessary. Any such advanced sick leave credit will be charged against the subsequent accumulation of that bargaining unit member.
- 2103 Sick leave shall be granted to each bargaining unit member for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the bargaining unit member's immediate family.
- 2104 Immediate family for the purpose of this contract shall be defined as: parents, grandparents, grandchildren, spouse, brothers, sisters, children, stepchildren, in-laws, aunt, uncle, and any person residing in the same household.
- 2105 One day in case of death of a relative or friend other than those listed under the definition of immediate family. Exceptions may be made by the Superintendent in case of unusual circumstances.
- 2106 Sick leave shall be accumulated during a paid leave of absence. Accumulated sick leave shall be maintained but not earned during an unpaid leave of absence.

#### **ARTICLE 2200 - SICK LEAVE BANK**

- 2201 A sick leave bank shall be created for the purpose of helping those unit members who have exhausted their sick leave and their advance sick leave (pursuant to Section 2102) for the year.
- 2202 There will be a Sick Leave Bank Committee consisting of 4 voting members to administer and review applications (2 administrators, 2 unit members, 1 non-voting HIPAA representative).
- 2202.1 A member requesting donations from the sick leave bank must give the reason for the request and agree to waive the HIPAA requirements regarding release of that information.
- 2202.2 The bank is designed to deal with catastrophic illness, injury or accident to the member. The bank will not cover elective surgeries, or non-catastrophic illness, injury or accident to the members.
- 2202.3 Prior absences of the member may be considered when evaluating an application.
- 2202.4 A denial of an application does not necessarily prevent future approval for a different situation.
- 2203 Applications require a majority vote of the Committee to be approved. A tie vote means the application is rejected.

- 2204 The decisions of the Sick Leave Bank Committee are final and not subject to the grievance procedure or other legal challenge.
- 2205 Only those members who donate to the sick leave bank in a particular year are eligible to apply for days from the sick leave bank in that year. There will be a one time donation sign up period each year until September 30. The donations will be limited to one (1) day per person per year, unless a majority of the Committee determines to accept additional donations. Days that are unused will remain in the bank for subsequent years.
- 2206 Donation to the sick leave bank will NOT affect the attendance incentive contained in Section 1501.1.1.
- 2207 Days donated are no longer the property of the donor for any purpose whatsoever.
- 2208 Unit members using the Bank must pay the days used back to the sick leave bank within a reasonable period of time from their use, and prior to leaving the District for any reason including, but not limited to, resignation and retirement. Pay back must occur before severance is paid or unused sick leave is transferred to another employer.
- 2209 The TREA will administer the paperwork for donations/transfers, and provide the relevant information to the Treasurer's office.
- 2210 All actions of the Committee must be by majority vote. The votes result in no action being taken.

#### **ARTICLE 2300 - SABBATICAL LEAVE**

- 2301 A bargaining unit member who has completed a minimum of five (5) consecutive years of service for the Board may request a leave of absence for the purpose of professional educational improvement. Professional educational improvement shall be defined as full-time study or work directly related to the bargaining unit member's current teaching position or as full-time college course work that would qualify the bargaining unit member for a new position with the Board. Full-time is defined as forty- (40) hours per week or as defined by the university where the bargaining unit member is to attend, whichever applies.
- 2302 The bargaining unit member may apply for such leave by submitting an application no later than June 15. All leaves shall be effective at the beginning of the school year. The application shall include the beginning and ending dates of the requested leave, location where study or work is to take place, number of credit hours to be taken, and ultimate goal the bargaining unit member is seeking by applying for the leave. All professional improvement leaves shall be for one (1) school year.

- 2303 A bargaining unit member who is granted a sabbatical leave shall be required to return to the staff for at least one (1) year. If he/she does not return for one (1) year, he/she shall be required to refund to the Board any compensation received during such leave. He/she shall also forfeit all other rights and privileges including the right to any employment and the Board's STRS contribution for the bargaining unit member during the leave period.
- 2304 If the Superintendent approves the request, the Superintendent shall submit the request to the Board with a recommendation for approval.
- 2305 The Board may grant sabbatical leaves provided:
- 2305.1 A satisfactory substitute is available;
  - 2305.2 No more than five percent (5%) of the bargaining unit members shall be granted such leave at any one time.
  - 2305.3 No bargaining unit member shall be granted such leave more than once every five (5) years of service; and
  - 2305.4 Such leave shall not be granted a second time to the same bargaining unit member when other bargaining unit members have filed a request for such leave.
- 2306 Bargaining unit member(s) on sabbatical leave shall receive the difference between his/her substitute's pay and the salary he/she would have received if teaching for the Board. All insurance coverage(s) may be continued for those bargaining unit members who are on such leave provided timely payment of the premium is submitted to the Treasurer.
- 2307 The bargaining unit member shall be returned to service (an assignment comparable to that held prior to the leave) upon providing evidence that the approved plan has been followed. Upon return to service, the bargaining unit member shall retain the same contract status, salary status, seniority, and all benefits of employment.

#### **ARTICLE 2400 - PROFESSIONAL LEAVE FUND**

- 2401 Funds shall be allocated each school year for bargaining unit members to attend meetings, which are considered to be for professional improvement of the bargaining unit member and/or for the welfare and benefit of the school district.

- 2402 Requests to Attend
- 2402.1 All requests to attend in-state professional meetings must be submitted on the appropriate form to the designated director, who will approve or disapprove and forward to the executive director and the Superintendent. A copy of the request form should be returned to the bargaining unit member following initial approval or disapproval. The Superintendent will approve or disapprove and the bargaining unit member will be notified of the decision. Requests submitted at least thirty (30) days in advance will be approved or denied at least ten (10) days prior to the conference.
- 2402.2 For all out-of-state meetings the same process will be followed with additional action by the Board needed.
- 2402.3 Requests shall include the name, date, place of meeting, the purpose of the meeting, and estimated expenses.
- 2403 The bargaining unit member shall be reimbursed for his/her actual and necessary expenses as follows:
- 2403.1 Registration fee - this does not include organization dues;
- 2403.2 Lodging, at the current Board-approved rate;
- 2403.3 Meals, at the current Board-approved rate; and
- 2403.4 Mileage at the negotiated rate per mile (Article 1900, Section 1906) - if transportation is to be by a commercial carrier, the fare as authorized in advance.
- 2404 Itemized statements must be submitted for reimbursement with all receipts attached.
- 2405 Requests for reimbursement shall not be made for meetings or workshops where the bargaining unit member is reimbursed directly by the Ohio Department of Education or from any other source.
- 2406 Workshops, seminars, classes, or meetings requested for personal gain, shall be the responsibility of the bargaining unit member and not subject to reimbursement by the Board.
- 2407 Bargaining unit members may be requested to submit a written summary of the meeting to the director, executive director, or Superintendent.

- 2408 This section shall be uniformly administered based upon the following criteria:
- 2408.1 Proper approval;
  - 2408.2 Cost of the workshop/finances;
  - 2408.3 Availability of substitutes; and
  - 2408.4 The number of bargaining unit members requesting attendance at the same workshop.

#### ARTICLE 2500 - LEAVE OF ABSENCE

- 2501 Upon written request of a bargaining unit member, an unpaid leave of absence may be granted for a maximum of two (2) years with the approval of the Board. Such leave may be renewed. Conditions governing the granting of this leave are as follows:
- 2501.1 All requests for leaves of absence shall be submitted in writing to the Superintendent. The requests shall clearly state the reasons for the leave and the proposed beginning and ending dates for the leave. The Superintendent shall submit the request along with a recommendation to the Board.
  - 2501.2 Leaves of absence shall be granted for personal illness or disability. Leaves requested for maternity, education, professional, or other purposes shall be considered.
  - 2501.3 School insurance may be continued at the bargaining unit member's expense. Advance payments to the Treasurer must be made by the bargaining unit member each month.
  - 2501.4 A bargaining unit member on leave of absence, shall return to regular service upon the expiration of the leave. A bargaining unit member desiring to shorten or extend a leave of absence must make a written request to the Superintendent for Board approval. Requests for extensions must be submitted no later than thirty (30) days prior to the expiration of the leave.
  - 2501.5 Upon returning from leave, said bargaining unit member shall be entitled to resume employment in an assignment comparable to that held prior to the leave.
  - 2501.6 Tuition payments may be reimbursed in accordance with Article 1600 of this Contract.

2501.7 Bargaining unit members whose leave extends through the end of a school year must notify the Superintendent by April 1 of their desire to return to full employment at the beginning of the next school year.

### **ARTICLE 2600 - PERSONAL LEAVE**

2601 A maximum of three (3) paid personal days per year will be given to bargaining unit members to conduct personal business which cannot be performed except during the bargaining unit member's regular working hours. Personal days are unrestricted except for the first day of school, all days after April 30, and the work day before and after any vacation/holiday period.

2602 Restricted days may be approved for the following reasons:

2602.1 Appearance at court proceedings or legal hearings;

2602.2 Business obligations, which cannot be conducted outside of regular school days due to a conflict of hours. A brief statement of what the business is should be placed on the leave form.

2602.3 Accidents to property of the bargaining unit member (auto, home, etc.);

2602.4 Other purposes such as weddings, required college or university examination, college graduation of bargaining unit member or members of their immediate family, registration for college or university courses, or religious holidays;

2603 Restricted days will be granted with approval of the Superintendent. Reasons must be unavoidable and not initiated by the bargaining unit member.

2604 Unrestricted day(s) may not be used to work another job (including self-employment).

### **ARTICLE 2700 - ASSAULT LEAVE**

2701 If a bargaining unit member is at any time, while fulfilling his/her duties or responsibilities as a bargaining unit member of the Board, physically or mentally assaulted by another person in connection with said duties or responsibilities, the bargaining unit member shall be granted up to twenty (20) work days of paid leave not to be deducted from accumulated sick leave.

2702 Assault shall be defined as a violent attack, either physical or verbal. It shall be verified in writing by an attending physician that said bargaining unit member could not carry out his/her duties and responsibilities due to the incident and shall note that in his/her opinion the incident that occurred does meet the above definition of assault. Assault leave will be granted beyond the twenty (20) work days upon physician

certification if additional days are requested. The Board may, at its option, require a second opinion by a Board-selected physician after the initial twenty (20) days. The cost of the second opinion will be paid by the Board.

- 2703 Bargaining unit members will be given time without loss of pay to file charges against the assailant and to attend any required court appearances as a result of such filing.
- 2704 Employees who apply for assault leave must also apply for workers compensation benefits. Any award of workers compensation benefits will be turned over to the district.

**ARTICLE 2800 - ASSOCIATION LEAVE**

- 2801 The Association shall be granted eight (8) days of Association Leave annually for the purpose of carrying on Association affairs and to attend professional meetings and assemblies of the Association.
- 2802 The Association shall give five (5) days notice to use Association leave. In case of emergency the five (5) days notice will be waived.
- 2803 If Association Leave for the year is exhausted, the Superintendent may grant additional days. The Association shall pay for the substitute on all days beyond the eight (8) days.

**ARTICLE 2900 - MATERNITY/PARENTAL LEAVE**

- 2901 The length of time a bargaining unit member who is pregnant may continue in her assignment shall be determined by the bargaining unit member and her doctor. As long as she shall teach, the bargaining unit member shall perform all duties and responsibilities of her position.
- 2902 A bargaining unit member who is pregnant may use sick leave for the period of time while pregnant and for any period of recovery or disability following the birth of the child. Upon the exhaustion of sick leave, unpaid leave shall be granted.
- 2903 Maternity/parental leave shall be granted, upon written request, to adoptive and/or natural parents. The request must be made within the six-week period following the recovery from childbirth or the receipt of an adopted child. This section shall also include single, adoptive males. If both parents are employed by the district, only one is eligible for this leave.
- 2904 Maternity/parental leave is unpaid and shall be granted for periods that include the remainder of the school year in which the leave begins and all of the following year. Leaves shall end at the end of a grading period or semester.

- 2905 Upon return from leave, the bargaining unit member shall be reinstated to the same position on the salary schedule held prior to the leave. The assignment shall be comparable to that held prior to the bargaining unit member's leave.
- 2906 Male bargaining unit members may use a maximum of five (5) days sick leave following delivery or release from the hospital. Sick days requested beyond the five (5) days will require verification of medical necessity.

#### **ARTICLE 3000 - FAMILY LEAVE**

FMLA leave shall be granted in accordance with Federal law. (See the Federal website at <https://www.dol.gov/general/topic/benefits-leave/fmla>.)

#### **ARTICLE 3100 - JURY DUTY**

- 3101 Bargaining unit members who serve on juries shall be granted leave with pay for each school day that they are required to report for such duty. Bargaining unit members who have been notified that they will be called for jury duty shall notify the Superintendent as soon as reasonably possible. Per diem compensation paid such bargaining unit members for jury service on school days shall be paid to the Board. The leave provided in this provision is in addition to all other leaves provided in this agreement and such days shall not be deducted from any other leave.
- 3102 To receive payment from the Board, the bargaining unit member shall submit to the Treasurer a statement from the court certifying the days of jury duty and the amount of the stipend received for said duty.

#### **ARTICLE 3200 - PARENTAL COMPLAINTS AGAINST BARGAINING UNIT MEMBERS**

- 3201 Initial attempts to settle parental complaints against bargaining unit members should be made informally through personal, private conferences at the school level among employee, pupil, parent, executive director or designated director and other appropriate staff personnel.
- 3202 Any conferences arising from a complaint held between a complainant and a bargaining unit member shall be scheduled with a minimum of one school day notice to the bargaining unit member. The one-day minimum may be shortened by the bargaining unit member.

- 3203 At the request of the complainant or the bargaining unit member a meeting of the bargaining unit member, executive director or designated director, and the complainant will be arranged at a mutually convenient time to discuss the complaint.
- 3204 If the complaint is not resolved informally through steps above, it may be filed with the Superintendent or his/her representative. Complaints to Superintendent shall be reduced to writing and signed by the complainant.
- 3205 Upon receipt of the written complaint, the superintendent/designee shall meet with the bargaining unit member involved and establish a conference date, in an attempt to resolve the concern. The bargaining unit member shall be provided a copy of the written complaint. Following the conclusion of the conference, the Superintendent/designee shall summarize the conference, provide a copy of the summary to the bargaining unit member, and take whatever action deemed appropriate to conclude the matter.
- 3206 An Association representative may accompany the bargaining unit member at all steps of this procedure, at the request of the bargaining unit member.

**ARTICLE 3300 - WORKING CONDITIONS**

- 3301 Work Year
  - 3301.1 The regular work year shall consist of no more than one hundred eighty-four (184) days for returning bargaining unit members.
  - 3301.2 Newly-employed bargaining unit members shall work no more than one hundred eighty-five (185) days. The additional day of service shall be used prior to the beginning of the school year for orientation.
  - 3301.3 The work year shall include three (3) bargaining unit member work days.
    - 3301.3.1 Two (2) days shall be at the beginning of the school year. One (1) day shall be used administratively for school orientation. The second day shall be used for laboratory/classroom/subject matter preparation.
    - 3301.3.2 One (1) day shall be at the end of the school year.
  - 3301.4 There shall be one (1) day of in-service training each year included in the one hundred eighty-four (184) days.
  - 3301.5 An additional 185th day may be added to the contract on an as needed basis for professional development. Compensation for this day will be One hundred fifty dollars (\$150.00). Notice will be provided at least sixty (60) days in advance of the day. The professional development day will not be held during any holiday breaks.

3302 School Day

The teacher workday shall be no more than seven (7) hours a day, inclusive of a thirty (30) minute duty free lunch period. Each teacher shall have no less than forty (40) continuous minutes per day for planning and preparation within the teacher workday. Planning and preparation time may be shortened on certain days of the week for Professional Development, Leadership, or other activities such as student dances, special meetings, or emergencies.

3303 Bargaining unit members shall not be required to report on calamity days.

3304 Flex Time

Flextime shall be available to staff in addition to extended service. Flex time must be approved by immediate supervisor.

3305 IEP Students

An instructional employee who is impacted by a student who has an IEP and who has reason to believe that the student's placement is inappropriate may challenge the placement of the student by providing notice to the administration requesting that the IEP team be reconvened to discuss the placement and to consider resolution of the problem. The final decision shall rest with the IEP team based on Federal I.D.E.A. and State Policies and Procedures. The reasons shall include, but are not limited to the following:

1. When the necessary related services modifications, and accommodations listed in the IEP have not been provided for the student.
2. When all the necessary related services, modifications, and accommodations specified on the IEP have been provided and the student is not making satisfactory progress toward meeting the goals and objectives identified by the IEP team.
3. When the placement of a student with an IEP creates constant disruption to the educational process in the regular classroom and/or other school setting, provided disciplinary procedures have been followed and exhausted.
4. When the employee feels they are spending an unreasonable amount of time teaching or adapting curriculum or program for students with disabilities.
5. When the student with disabilities poses unnecessary risks or hazards to himself or others.

## ARTICLE 3400 - PERSONNEL FILES

3401 Location and Maintenance

3401.1 The official personnel file system for all bargaining unit members shall be kept and administered by the Superintendent.

3402 Access to Personnel Files

3402.1 Access to the official personnel file shall be available during regular office hours to the bargaining unit member/designee upon written request to the Superintendent/designee. Access shall be provided not later than twenty-four (24) hours after the submission of the request, or the next regular workday. Neither the file nor any part thereof shall be removed from the Board office, except that the bargaining unit member may make copies of the materials at no cost.

3402.1.1 Bargaining unit members may dispute the accuracy, relevancy, timeliness, or completeness of any information contained within the personnel file by submitting the challenge in writing to the Superintendent. The Superintendent/designee shall then conduct an investigation of the disputed information. The Superintendent shall delete any information that cannot be verified or that is in conflict with ORC 1347.

3402.2 Upon request to view a personnel file by individual(s) other than an administrator or a bargaining unit member/designee inspecting his/her own file, the Board shall:

3402.2.1 Provide a reasonable period during which time the Board shall attempt to contact the bargaining unit member(s), if possible. If not possible, within one work day the bargaining unit member will be notified who made the request and what items, if any, were duplicated.

3402.2.2 Ask for a written request specifying the information that the individual is seeking.

## ARTICLE 3500 - STUDENT ATTENDANCE/DISCIPLINE

3501 All bargaining unit members shall receive a copy of the current student attendance and discipline policy. The parties agree that an attendance/discipline policy must be enforced in a consistent manner that allows for flexibility of enforcement based on individual circumstances. Within this framework, the policy shall be administered uniformly.

3502 The TREA shall appoint three (3) representatives of the Association on a seven (7) member committee to recommend changes to the current student attendance/discipline policy(ies) and program and the implementation of such.

**ARTICLE 3600 - MEETING/COMMITTEES/DISCIPLINE**

3601 Proper operation of an effective school system necessitates the need for effective communications. Along with one-way communication (announcements, memos, etc.) there must also be a strong and effective method of two-way or face-to-face discussion so that all parties are provided the opportunity for input in the decision making process.

3602 A forty-five (45) minute all-staff meeting may be held monthly. Department/program meetings may be called by staff and/or administration as needed. Every effort will be made to notify staff in advance if a meeting will be extended.

3603 The following guidelines shall be used in the planning and structure of meetings:

3603.1 Each meeting should have an agenda. The agenda should be distributed prior to the meeting for additions to the agenda and the subject matter must be timely and pertinent to those attending.

3603.2 Meetings should be restricted to specific maximum time limit after which bargaining unit member may leave without reprisal if prior notification has been given.

3603.3 Promptness is expected of all involved. Bargaining unit member(s) may be reprimanded for unwarranted tardiness and it may be reflected in their evaluation.

3603.4 It is the responsibility of all to make meetings effective and productive.

3603.5 A bargaining unit member who misses a meeting is responsible for finding out what transpired in the meeting.

3604 Bargaining unit members are encouraged to participate in activities at the district, regional, and state level. Reimbursement for such attendance will follow the policy regarding professional leave (Article 2400).

3605 Other meetings may be scheduled due to reasons beyond the control of the Board. Every effort should be made to keep these to a minimum.

3606 Labor Relations Committee

A standing Labor Relations Committee comprised of three (3) Association appointed members and three (3) administrators shall be established. This committee will meet as needed and meetings may be initiated by either party by submitting a written request along with a tentative agenda. The requested meeting shall be held within ten (10) days of receipt of the written request. The meetings shall be chaired by the party requesting the meeting. Minutes will only be taken for purposes of follow-up and shall not be distributed outside of the committee.

3607 Local Professional Development Committee

The membership and structure of the committee will satisfy all requirements of Ohio Revised Code. The Board and Association each reserve all rights under Ohio Revised Code.

3608 Professional Development Committee

A standing Professional Development Committee comprised of four (4) Association appointed members and up to four (4) administrators shall be established. The purpose of this committee is to collaborate and plan for worthwhile professional development. All professional development must be reviewed by this committee.

3609 Union Representation at Meetings with Administrators

Bargaining unit members may request a union representative to be present in a meeting with an administrator only if the unit member reasonably believes that discipline may result from the meeting.

3610 Discipline of Unit Members

Reprimands and/or other discipline of unit members shall be conducted in private and in a professional and non-abusive manner.

3611 Facility and Program Changes

The Association will be given the opportunity to provide input (in the spirit of Section 3601 above) on facility and program changes.

**ARTICLE 3700 - LEAVING THE BUILDING**

3701 Except for the duty-free lunch time, a bargaining unit member shall inform the office of his/her departure prior to leaving the building during the work day.

**ARTICLE 3800 - CHRONIC COMMUNICABLE DISEASES**

3801 The Board shall not deprive any bargaining unit member of any rights provided under this contract or guaranteed by law as a result of a chronic communicable disease.

**ARTICLE 3900 - MANAGEMENT RIGHTS**

3901 The Board retains all rights and authority without limitation except as may be specifically altered or amended by the provisions of this Contract.

**ARTICLE 4000 - MILITARY DUTY**

4001 Members of the bargaining unit shall be granted leave for military or defense purposes. Such leave shall be governed in accordance with the Ohio Revised Code 3319.14.

**ARTICLE 4100 - VACANCY AND POSTING**

4101 Vacancy shall be defined as any bargaining unit member position created by Board action, personnel action, death, retirement, resignation, non-renewal, termination, or leave of absence, except work-related sabbatical.

4102 The President of the Association shall receive a copy of all postings regarding bargaining unit member positions.

4103 All bargaining unit member position vacancies shall be posted on the bulletin board in the main office prior to interviewing taking place.

4103.1 All bargaining unit members will be notified of any newly created bargaining unit member positions occurring during the summer months.

4104 As a courtesy to bargaining unit members the administration will post all District vacancies. The posting and filling of non-bargaining unit positions cannot be grieved.

4105 Any currently employed bargaining unit member shall have the right to apply for such vacancy for which such bargaining unit member is certified or will be certified by the date of the first day of service performed in the position.

4106 No vacancy shall be filled until ten (10) days after formal public posting.

4107 All eligible bargaining unit member applicants will be granted an interview. If two or more applicants are equally qualified the bargaining unit member shall receive the position.

- 4108 Postings shall include the following:
- 4108.1 Date of posting
  - 4108.2 Position available
  - 4108.3 Certification requirements
  - 4108.4 Minimum qualifications
  - 4108.5 Responsibilities
  - 4108.6 Deadline for application
  - 4108.7 Effective starting date
  - 4108.8 Salary range
  - 4108.9 Name of person to contact

**ARTICLE 4200 - VOLUNTARY TRANSFER**

- 4201 A bargaining unit member may request a change in position annually, by submitting a written request to the Superintendent at any time during the school year.
- 4202 If a voluntary transfer is granted extended time will be granted according to the provisions of Section 4301.3.

**ARTICLE 4300 - INVOLUNTARY TRANSFER**

- 4301 Involuntary transfer/administrative reassignment shall be defined as a change in a bargaining unit member's position/assignment without the bargaining unit member's consent.
- 4301.1 One to five (5) days of extended service shall be granted for each involuntary transfer, except that: career technical to academic or reverse, and career tech level changes all get one day per period up to six days.
  - 4301.2 Extended service will only be granted if the bargaining unit member has not taught the new assignment within the last three (3) years.
  - 4301.3 Additional days may be granted upon the discretion of the administration.

- 4302 In order to promote the best possible educational program for the students of the District, some involuntary transfers may be necessary. The administration will make every attempt to keep these transfers to a minimum in order to ensure quality instruction. If the Superintendent directs an involuntary transfer in teaching assignment, written notification thereof shall be given to the affected bargaining unit member by August 1 so extended service can be completed prior to the start of the school year.
- 4303 Within five (5) days of the written notification, the affected bargaining unit member may request a meeting with the Superintendent.
- 4303.1 Said meeting shall occur within five (5) days of the meeting request.
- 4303.2 Written reasons for the involuntary transfer shall be provided at this meeting.
- 4303.3 The affected bargaining unit member may have a representative of his/her choosing present at the meeting.
- 4303.4 No involuntary transfer shall be effective sooner than five (5) days following the written notification of the intent to involuntarily transfer or the meeting with the Superintendent, whichever is later.
- 4303.5 A bargaining unit member may not be involuntarily transferred to a position for which he/she is not certified.
- 4303.6 A bargaining unit member who is involuntarily transferred during the school year, shall have five (5) days without students to prepare his/her materials, room, etc.
- 4303.7 The Board shall transport materials, supplies, equipment, furniture, etc. for a bargaining unit member who has been involuntarily transferred.

#### **ARTICLE 4400 - DRUG FREE WORKPLACE**

- 4401 No bargaining unit member engaged in work or while in the workplace shall unlawfully manufacture, distribute, dispense, possess or use any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana or any other controlled substance as defined in federal and state law. Alcohol shall be included as an illegal substance at the workplace.
- 4402 “Workplace” is defined to mean the site for the performance of work done. The workplace includes any school building, school property, school-owned vehicles, or school-approved vehicle used to transport students to and from school or school activities. Also included is off school property during any school-sponsored or school-related activity, event or function, such as a field trip or athletic event where students are under the jurisdiction of the Board.

4403 Bargaining unit members shall be provided a list of drug abuse assistance or rehabilitation program approved by the Board. To the extent permitted under Board insurance coverage, bargaining unit members can receive assistance for the diagnoses and treatment of this disease. Any excess cost, minus co-pay, in the diagnosis and treatment of this disease will be paid for by the Board up to a maximum of \$500 per year per bargaining unit member.

4404 Any bargaining unit member diagnosed as being addicted to any controlled substance listed in 4401 by a certified drug & alcohol counselor shall enroll in a drug abuse assistance or rehabilitation program approved by the Board. If the bargaining unit member fails to participate in such program, the bargaining unit member shall be disciplined which may include suspension, non-renewal, or termination in accordance with the contract and the Ohio Revised Code.

4405 Any bargaining unit member convicted of unlawfully manufacturing, distributing, dispensing or possessing any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, alcohol, or any other controlled substance as defined in federal and state law shall be terminated from employment according to the provisions of this contract and Ohio Revised Code 3319.16.

4406 Privacy Rights

4406.1 Substance and alcohol abuse records shall not be part of the general personnel records file.

4406.2 All reports of alleged violations, all aspects of the due process hearing(s) and all aspects of the rehabilitation discipline shall be treated as “highly confidential”.

**ARTICLE 4500 - BARGAINING UNIT MEMBERS OFF CAMPUS**  
**(SATELLITE PROGRAMS)**

4501 A bargaining unit member employed by the Board, performing his/her contractual duties at a site other than Tri-Rivers Career Center (e.g. career technical instructor at an associate school) shall be required to perform such duties in accordance with the student/staff attendance calendar of the associate school, not to exceed 180 days.

4502 Said bargaining unit member shall not be required to work in excess of 180 student attendance and/or 184 bargaining unit member work days plus any contracted extended service days.

4503 When a bargaining unit member’s associate school is closed, said bargaining unit member shall not be required to report for work. When a bargaining unit member’s associate school is required to make up excess calamity day use, said bargaining unit member shall report for all make-up days in accordance with 4502 above.

- 4504 The site where a bargaining unit member will perform his/her duties for the four (4) teacher work days of the bargaining unit member's contractual year shall be determined by the administration of Tri-Rivers Career Center, the student educational site administration, and the bargaining unit member prior to the beginning of each school year.
- 4505 The evaluation of the bargaining unit member shall be in accordance with Article 700 - Evaluation. The bargaining unit member's direct supervisor may include input from the associate school administration.
- 4506 The bargaining unit member shall follow all staff policies of the assigned school regarding the satisfactory operation of the program (paperwork, discipline, supervision, extra duties, etc.). Conflicts between the two schools regarding policy shall be worked out between the direct supervisor, bargaining unit member, and satellite school administrator.
- 4507 Satellite program instructors shall be included in any RIF at Tri-Rivers Career Center within their area of certification/licensure.
- 4508 A bargaining unit member whose satellite program has been RIFed may use his/her seniority and certification to bump into a position at Tri-Rivers Career Center or into another satellite program.
- 4509 If a bargaining unit member is involuntarily transferred to a position with greater hours of work than Tri-Rivers, the Superintendent and Association President will visit the building principal to request that the employee's hours be reviewed to conform with the Tri-Rivers hours, if possible. The Association agrees that it will not process a grievance based on a denial of the request.

**ARTICLE 4600 - BARGAINING UNIT MEMBERS IN G.R.A.D.S.**

- 4601 Bargaining unit members teaching in the G.R.A.D.S. program shall follow the teaching conditions stated in Articles 3301 - 3303.
- 4602 Said bargaining unit member shall not be required to work in excess of the 180 student attendance and/or 184 bargaining unit member workdays. Daily and weekly schedules shall be organized at the discretion of the G.R.A.D.S. instructor with consultation and approval of the supervisor.
- 4603 When the associate school is closed and Tri-Rivers Career Center is still in operation said bargaining unit member shall be required to report to the Tri-Rivers Career Center's G.R.A.D.S. office or make home visits, agency visits or hospital visits as needed.

## ARTICLE 4700 - CONTRACTING OUT

4701 No existing bargaining unit member (as of the 1999-2000 school year) will lose his/her employment at Tri-Rivers because of contracting out.

## ARTICLE 4800 - FAIR SHARE FEE

4801 Payroll Deductions of Fair Share Fee

The employer shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Association, a fair share fee for the Association's representation of such non-members during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

4802 Notification of the Amount of Fair Share Fee

Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association, shall be determined by the Association to the Treasurer of the Board on or about December 15th of each year during the term of this contract for the purpose of determining amounts to be payroll-deducted, and the employer agrees to promptly transmit all amounts deducted to the Association.

4803 Schedule of Fair Share Fee Deductions

4803.1 All Fair Share Fee Payors

Payroll deduction of such annual fair share fees shall commence on the first pay date, which occurs on or after January 15th annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of:

- 1) Thirty (30) days employment in a bargaining unit position.
- 2) January 15th

Said deductions shall be made in as near as possible equal deductions from those pay periods remaining in the school year (through August).

4803.2     Upon Termination of Membership During the Membership Year

The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction. The deduction of said amount shall commence on the first pay date occurring on or after forty-five (45) days from the termination of membership.

4803.3     Any fair share fees due at the conclusion of employment will be deducted from the final pay of the employee. In no event will the Board be liable for any fair share fee amount.

4804     Transmittal of Deductions

The employer agrees to accompany each transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

4805     Procedure for Rebate

The Association represents to the employer that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitution of the United States and the State of Ohio.

4806     Entitlement to Rebate

Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

4807     Indemnification of Board

The Association on behalf of itself and the OEA and NEA agrees to hold harmless, defend, and indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

4807.1     The Board shall give a ten (10) day written notice of any claim made or action filed against the Board by a non-member for which indemnification may be claimed;

- 4807.2 The Association shall reserve the right to designate counsel to represent and defend the Board, except that the Board may choose to employ and pay for its own legal counsel.
- 4807.3 The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;
- 4807.4 The Board acted in good faith compliance with the fair share fee provision of this contract; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order), or misapplies such fair share fee provision herein.

#### **ARTICLE 4900 - EMPLOYMENT OF RETIRED TEACHERS**

- 4901 For purposes of salary schedule placement upon initial employment, a previously retired teacher ("PRT") will be granted a minimum of five (5) and a maximum of ten (10) years service credit, at the discretion of the Board. (A PRT with less than five years of credited teaching experience will be initially placed at their appropriate experience step on the salary schedule.) The PRT will be placed on the appropriate education column of the salary schedule. A PRT may advance up to but not beyond Step 10 on the salary schedule.
- 4902 PRTs will be awarded one-year limited contracts of employment that will automatically expire at the end of the school year without notice of non-renewal. No performance evaluations shall be required.
- 4903 PRTs may be re-employed from year to year, with Board approval and action, but shall not become eligible for continuing contract status.
- 4904 For purposes of Reduction in Force, PRTs will not accrue seniority.
- 4905 PRTs shall not be eligible to participate in any contractual retirement incentive program, or for severance pay upon separation from employment. The bargaining unit member shall be permitted to defer the payment of his/her severance pay as provided in Article 1500 until the completion of his/her employment as a PRT with the Board. At that time, he/she shall be paid for his/her accrued but unused sick leave as provided in Section 1501 of the Agreement, provided, however, it shall be paid at his/her daily rate of pay in effect on the completion of his/her employment as a PRT. The amount of severance pay shall be based upon the number of days of sick leave which Instructor has accumulated on the date of their original retirement. This accumulated balance will be reduced, for severance purposes, by any sick leave days used in excess of sick leave accumulated as a PRT. It is further understood and agreed that the BUM shall be entitled to use the sick leave as needed while employed as a PRT in addition to the sick leave he/she shall accrue in that position. Sick leave

accrued as a PRT shall be used first and then the sick leave accrued up to the date of retirement. In the event that any sick leave earned as a PRT shall not be used, it shall not be added to the severance pay.

- 4906 PRTs shall not be eligible to participate in the District's medical, dental or vision insurance programs, unless they become ineligible to participate in the applicable retirement system insurance plans.
- 4907 Prior employment in the District is no guarantee of post-retirement employment or a particular assignment, if hired.
- 4908 Any bargaining unit member who notifies the Board in writing by March 1 of any year of their desire to retire and then be reemployed pursuant to this Article, will be informed of the Board's decision on their rehire application within three (3) work days of the March Board meeting. The Board's decision to rehire such an applicant will constitute a guarantee of reemployment for that applicant for the following school year. Bargaining unit members will not have to commit to retiring until after they are informed of the Board's decision on their application to be rehired pursuant to this Article.
- 4909 PRTs shall be entitled to all other contract benefits available to bargaining unit members unless otherwise limited by the provisions of this Article.
- 4910 The parties intend for the provisions of this Article to supersede, to the maximum extent permitted by law, all sections of the ORC that may be in conflict with this Article. This includes, but is not limited to, ORC 3319.11, 3319.13, 3319.14, 3319.111, 3319.17, and 124.39(B).

**ARTICLE 5000 - ATTENDANCE INCENTIVE**

- 5001 Members of the bargaining unit shall be compensated for good attendance based upon use of personal leave and sick leave in accordance with the following schedule:

<u>No. of Days of Personal and Sick Leave Used in a School Year</u>	<u>Compensation Amount Per School Year</u>
0 days	\$700
1 days	\$500
2 days	\$300
3 days	\$100

- 5002 Additionally, any unused personal leave will be converted to sick leave at the end of each school year.
- 5003 Incentive amounts will be paid in June after the end of the school year.

**ARTICLE 5100 - DURATION**

5101 This contract shall be in effect from July 1, 2016, through June 30, 2019.

**ARTICLE 5200 - COMPLETE AGREEMENT AND SIGNATURE PAGE**

5201 Complete Agreement

The parties acknowledge that this Agreement, together with any written modifications, embodies the complete and final understanding of the parties as to the wages, hours and other terms and conditions of employment for all bargaining unit members, as indicated by the signatures of the Association Representatives below.

5202 In witness whereof, the Board and the Association have caused this Agreement to be executed and signed by their respective designated representatives in accordance with Article 200 Section 205.2 of this contract.

THE TRI-RIVERS EDUCATION  
ASSOCIATION

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Vice President

  
\_\_\_\_\_  
Member

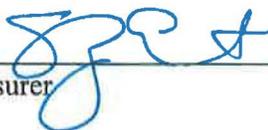
\_\_\_\_\_  
Member

THE TRI-RIVERS BOARD OF  
EDUCATION

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Vice President

  
\_\_\_\_\_  
Superintendent

  
\_\_\_\_\_  
Treasurer

**ARTICLE 700 - OTES EVALUATION FOR STAFF****TEACHING 50% OR MORE**

Note: The language below applies only to those teachers who are under OTES per the requirements of 3319.1111 and 3319.12 of the Ohio Revised Code (see Application language below). The evaluation of other personnel shall continue to follow the existing procedure as described in the 2010 2013 agreement.

**Evaluation Procedure Defined**

- A. The evaluation procedure established in this agreement conforms to the framework for the evaluation of teachers developed pursuant to section 3319.112 of the Ohio Revised Code. Each completed evaluation will result in the assignment of a teacher effectiveness rating. The teacher effectiveness rating shall be derived from a summative evaluation where fifty (50) percent of the overall evaluation is based on student growth measures as provided for in this agreement and fifty (50) percent of the overall evaluation is based on a teacher's performance rating as provided for in this agreement.
- B. Ohio Teacher Evaluation System (OTES): The teacher evaluation system that is codified under sections 3319.111 and 3319.112 of the Ohio Revised Code.
- C. Evaluation Framework: The document created and approved by the Ohio Department of Education (ODE) in accordance with section 3319.111(A) of the Ohio Revised Code that establishes the standards-based framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.
- D. Evaluation Factors: The multiple measures that are required by law to be used in the teacher evaluation procedure. The two factors, which are weighted equally, are student growth measures at fifty (50) percent and teacher performance at fifty (50) percent.
- E. Student Growth Measure (SGM): Tool or assessment that is used to measure, or determine, student academic growth. As an evaluation factor, the SGM dimension may be based on value-added scores, assessments from ODE's list of assessments for teachers where value-added scores are not available, and/or from local measures of student growth based on student learning objectives (SLOs). SGM results are reported as: above expected levels of student growth, expected levels of student growth, below expected levels of student growth.
- F. Teacher Performance: The assessment of a teacher's performance, resulting in a performance rating. As an evaluation factor, the teacher performance dimension is based on direct observations and walkthroughs that are performed by a credentialed evaluator. Teacher performance results are reported as a teacher performance rating that may be coded as "1" indicating ineffective performance to "4" indicating accomplished performance.

- G. Evaluation Rating: The final, summative evaluation level that is assigned to a teacher based on evaluations that are conducted pursuant to the terms of this agreement. The evaluation rating is assigned at the conclusion of the evaluation cycle when the teacher performance rating is combined with the results of student growth measures where fifty (50) percent of the evaluation rating is based on student growth measures as provided for in this agreement and fifty (50) percent of the evaluation rating is based on a teacher performance rating as provided for in this agreement. Each completed evaluation will result in the assignment of a teacher to one of the following evaluation ratings: Accomplished, Proficient, Developing or Ineffective.
- H. Evaluation Cycle: The period of time for the completion of the evaluation procedure. The evaluation cycle is completed when student growth measures resulting from assessments that were administered in the previous school year are combined with the performance ratings resulting from performance assessments that are conducted for the current school year to assign an evaluation rating.
- I. Evaluation Instrument: The process and forms used by the teacher's evaluator. The Teacher Performance Observation Rubric is located in Appendix A to this agreement.
- J. Student Learning Objective (SLO): A measurable, long-term academic growth target that a teacher sets at the beginning of the year for all students or for subgroups of students over a given interval of instruction based upon baseline data gathered at the beginning of the course.
- K. Professional Growth Plan: A professional growth plan is based on an educator's overall student growth measure level. A professional growth plan focuses on continuing growth through professional learning. Bargaining unit members with expected or above expected levels of student growth will develop a professional growth plan.
- L. Improvement Plan: An improvement plan is based on an educator's overall student growth measure level. An improvement plan is an assistance program for a bargaining unit member whose student growth measure dimension of the evaluation is below the expected level of student growth. The purpose of the improvement plan is to improve overall student growth measure levels through professional learning opportunities and targeted support.
- M. Remediation Plan: A remediation plan is developed to assist the bargaining unit member when performance deficiencies are identified. The purpose of the remediation plan is to identify specific deficiencies in performance and foster growth through professional learning opportunities and targeted support.
- N. Peer Coach: A peer coach is an instructional coach whose role is to support the growth of an educator on a remediation and/or improvement plan. This is a voluntary position. The peer coach does not have a formal evaluative role.

- O. Ohio Teacher and Principal Evaluation Systems (eTPES): The method used by the District to electronically report to ODE aggregate final, summative teacher evaluation ratings. The District shall report the number of teachers for whom an evaluation was conducted and the number of teachers assigned to each evaluation rating.

### Purpose

- A. The purposes of teacher evaluation are:
1. To serve as a tool to advance the professional development of teachers.
  2. To inform instruction.
  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.

### Application

- A. The teacher evaluation procedure contained in this agreement applies to the following employees of the District:
1. Teachers working under a license issued under sections 3319.22; 3319.26, 3319.222 or 3319.226 of the Revised Code who spend at least fifty (50) percent of their time providing content-related student instruction.
  2. Teachers working under a permanent certificate issued under section 3319.222 of the Revised Code as it existed prior to September 2003 who spend at least fifty (50) percent of their time providing content-related student instruction.
  3. Teachers working under a permanent certificate issued under section 3319.222 of the Revised Code as it existed prior to September 2006 who spend at least fifty (50) percent of their time providing content-related student instruction.
  4. Teachers working under a permit issued under 3319.301 of the Revised Code who spend at least fifty (50) percent of their time providing content-related student instruction.

### Evaluators

- A. An evaluator must be a full-time, credentialed employee of the District.
- B. The person who is responsible for assessing a bargaining unit member's performance shall be:

1. **The bargaining unit member's immediate supervisor for those teachers with an expected level of student growth or a below expected level of student growth on the student growth measure dimension of the evaluation.**
2. **An evaluator selected by the bargaining unit member for those bargaining unit members with an above-expected level of student growth on the student growth measure dimension of the evaluation.**
3. **The person designated by the Peer Assistance Review (PAR) program for bargaining unit members with an above expected level of student growth on the student growth measure dimension of the evaluation and who were found to be proficient or accomplished on the teacher performance portion of their evaluation the previous year.**
4. **In the event a bargaining unit member performs work under the supervision of more than one supervisor, one supervisor shall be designated as the evaluating supervisor.**
5. **With the exception of a PAR program, the evaluator shall not be a bargaining unit member. The supervisor must be employed at least 50% of the time at Tri-Rivers and must hold at least one (1) certificate/license named under Division (E), (F), (H), (J), or (L) of ORC Section 3319.22 and must be credentialed as stated in Ohio law.**

### **Evaluation Committee**

- A. **The Association and the Board agree to establish a standing joint Evaluation Committee for the purpose of establishing and reviewing the policy, procedure and process for the evaluation of certified bargaining unit members in the District. In addition, the Evaluation Committee will oversee the review and approval of Student Learning Objectives (SLO).**
- B. **Committee Composition**
  1. **The committee shall be comprised of three Association members appointed by the Association president and two members appointed by the Board or its designee. In addition, each party may appoint up to one ad hoc non-voting member to assist and/or attend committee meetings.**
  2. **TREA committee members shall serve staggered terms of not more than three years.**
- C. **Committee Operation**
  1. **The committee shall be chaired jointly by a committee member from the Association and a committee member appointed by the Board or its designee.**

2. **Members of the committee will receive training in the state adopted Evaluation Framework model prior to beginning their work.**
3. **The committee will establish by mutual agreement a meeting calendar and timeline for work completion.**
  - a. One task of the committee shall be to determine those conditions that would likely have an adverse impact on SGMs, such as a threshold number of authorized bargaining unit member absences, the acceptance and mentoring of student teachers, changes in bargaining unit member assignments, implementation of the Common Core State Standards, etc. The committee shall perform this task over the term of this agreement and shall make recommendations to inform future contract negotiations.
4. **Committee agendas will be developed jointly by the co-chairpersons of the committee.**
5. **All decisions of the committee will be achieved by consensus.**

Note: To ensure that all members understand the meaning and application of the consensus decision-making model, please see below how true consensus is reached below:

Each group member must honestly say:

- I believe that you understand my point of view;
  - I believe that I understand your point of view;
  - Whether or not I prefer this decision, I support it because:
    - **It was arrived at openly and fairly,**
    - **It is the best solution at this time,**
    - **I will commit to the solution and not undermine it**
6. **At the initial committee meeting, the committee will develop the ground rules by which the committee will operate. These ground rules will be reviewed annually.**
  7. **At each meeting, the committee will select an individual to act as the official recording scribe for that meeting.**
  8. **Members of the committee will receive release time for committee work and training.**
  9. **Minutes of meetings will be distributed to committee members, association President and District Superintendent within six workdays following meetings of the committee.**
  10. **The committee may establish sub-committees to assist with their work.**

11. **Sub-committees will be jointly appointed by the Superintendent/designee and the Association President/designee.**
12. **The committee may be authorized to utilize consultant(s) (examples are but not limited to educational consultants, software consultants, credentialing trainers, etc.) as it deems appropriate. The cost, if any, shall be borne by the Board.**
13. **By April 30 of each year, the committee shall recommend any changes to the evaluation model to the Board and the Association.**
14. **Both the Board and the Association, respectively, will vote on these recommendations.**
  - a. If the recommended changes are not approved by both parties, the evaluation committee will reconvene.
  - b. If the recommended changes are approved by both parties, those changes will be adopted and go into effect the following school year.
  - c. Upon ratification of the evaluation agreement, the Board shall amend its evaluation policy to incorporate the terms of the parties' agreement.

**D. Committee Duties**

1. **The Evaluation Committee is responsible for developing and recommending changes to the policy and procedure for bargaining unit member evaluation, including the creation or adaptation of evaluation documents that pertain to bargaining unit members who do not teach or who teach less than fifty percent of the day.**
2. **The Evaluation Committee will create an electronic SLO handbook that includes all current instructions and all necessary documents required for the SLO process.**
3. **The committee will review and approve bargaining unit members' SLOs.**
4. **The committee will have access to and review the SLO to assure that all required elements are complete prior to the SLO conference, receiving it no later than the end of September of the current school year.**
5. **The bargaining unit member may receive feedback on the rigor and completeness of the SLO from the committee by the end of October of the current school year, if deemed necessary.**

- 6. The committee will review and rate the SLOs once the bargaining unit member has submitted the completed SLO Scoring Template and will give the final scores to the Board designee to be input into eTPES no later than May 1 of the current school year.**

**E. Bargaining Unit Members' Duties**

- 1. Bargaining unit members must electronically submit the completed SLO template to the Evaluation Committee no later than the end of September of the current school year.**
- 2. A bargaining unit member may opt to meet with the evaluation committee when the bargaining unit member's SLO is being reviewed.**
- 3. If the SLO is not approved, the bargaining unit member will have ten days to complete requested revisions and then resubmit the SLO.**
- 4. The bargaining unit member will complete the SLO Scoring Template and submit it to the evaluation committee no later than April 15 of the current school year.**

**F. Compensation**

- 1. Any committee work required outside of the workday will be paid at the rate of \$20.00 per hour.**
- 2. Release time may be needed for the Evaluation Committee in order to allow ample time for the committee to review the SLO Scoring Template to ensure that the entire bargaining unit member evaluation process is completed by the May 1 deadline as defined in law.**

**G. Secretarial Support**

- 1. The district will provide secretarial support and assistance to the committee. Responsibilities may include, note taking, copying, committee notification, communications, distribution of materials and other duties as needed.**
- 2. The Board will provide administrative support to input SLO scores into eTPES as required by law.**

**H. Committee Authority**

- 1. The committee is responsible for jointly developing and recommending any changes to the policy and procedure for bargaining unit member evaluation, including legislative action by the Ohio General Assembly that impacts in any way on this topic.**

2. **If the discussion results in a recommendation by the committee to change or revise an evaluation procedure or instrument during the term of the agreement, then said recommendation shall be subject to ratification by the Board and the Association.**
3. **The Evaluation Committee shall not have the authority to negotiate wages, hours or terms and conditions of employment.**

### **Notification**

- A. Not later than September 1 of each year, or in the case of a new bargaining unit member, within fifteen (15) days of the first day worked, each bargaining unit member shall be notified in writing of the name and position of his or her evaluator.
- B. A bargaining unit member newly employed or one reassigned after the beginning of the work year shall be notified by the evaluator of the evaluation procedures in effect. Such written notification shall be within two (2) weeks of the first day in a new assignment.

### **Training**

- A. Training on the bargaining unit member evaluation procedure will be provided, at Board expense, for all credentialed evaluators and all bargaining unit members prior to the implementation of the evaluation procedure.
- B. Training on the bargaining unit member evaluation procedure will occur annually and shall include the tools, processes, methodology, and the use of student growth measure data.
- C. When training must occur outside of the regular workday then the bargaining unit member will be compensated at a per diem rate.
- D. Evaluators
  1. **Each evaluator must successfully complete state-mandated evaluator credentialing training, pass the credentialing assessment, and be Board approved.**
  2. **The evaluators shall be given written instructions on the purpose, mechanics, and dimensions of the evaluation procedure, emphasizing the importance of accuracy, potential Equal Employment Opportunity problems, and directions on how to relate performance assessments to the standards for the teaching profession.**
  3. **Written instructions for evaluators will be supplemented by specific group evaluation instrument training to familiarize evaluators with the process and instrument to assess teacher performance.**

4. **Updates to written instructions and group professional development shall occur on an annual basis.**

E. **Bargaining Unit Members**

1. **Each bargaining unit member shall be given written instructions on the purpose, mechanics, and dimensions of the evaluation procedure.**
2. **Written instructions will be supplemented by specific group evaluation instrument training to familiarize bargaining unit members on how the evaluation instrument is designed and how the evaluation instrument will be utilized.**
3. **Written instructions and group evaluation instrument training shall be presented to the bargaining unit members not later than September 1, or in the case of a new bargaining unit member, not later than fifteen (15) workdays after initial employment with the District.**

F. **Joint Evaluation Instrument Training**

1. **The Board shall provide joint training for administrators and bargaining unit members that ensures awareness of and an understanding of all processes, forms and tools used in the evaluation procedure.**

**Schedule for Evaluation**

- A. **No bargaining unit member shall be evaluated more than once annually.**
- B. **The summative evaluation shall be completed not later than the first day of May, and the bargaining unit member being evaluated shall receive a written report of the results of this evaluation, including the assigned evaluation rating and the Board's intent regarding retention, not later than the tenth day of May.**
- C. **If the Board has entered into a limited contract or extended limited contract with a bargaining unit member pursuant to section 3319.11 of the Ohio Revised Code, the Board approved evaluator shall perform a minimum of three formal observations during the evaluation cycle in any school year in which the Board may wish to declare its intention not to re-employ a bargaining unit member pursuant to division (B), (C)(3), (D), or (E) of that section.**
- D. **The Board shall evaluate each bargaining unit member assigned an evaluation rating of Accomplished on the bargaining unit member's most recent evaluation conducted under this article once every two school years. In that case, the biennial evaluation shall be completed by the first day of May of the applicable school year, and the bargaining unit member shall receive a written report of the results of the evaluation by the tenth day of May of that school year.**

## Criteria for Performance Assessment

- A. A bargaining unit member's performance shall be assessed based on the standards for the teaching profession and the criteria set forth in the observation rubric, Appendix A to this agreement.
- B. No bargaining unit member shall be evaluated on his or her work performance except based on the observations of the bargaining unit member by the bargaining unit member's assigned evaluator and the walkthroughs that are set forth in this agreement.
- C. All monitoring or observation of the work performance of a bargaining unit member shall be conducted openly and with full knowledge of the bargaining unit member.
- D. No misleading, inaccurate, untimely, or undocumented information may become part of a bargaining unit member's performance assessment. All results and conclusions of performance assessments must be documented and supported by evidence.
- E. In implementing observation and walkthrough performance assessments, the District shall conduct all assessments so as to observe the legal and constitutional rights of bargaining unit members, and no bargaining unit member performance information shall be collected by electronic devices without the consent of the bargaining unit member.

## Observations

- A. Schedule of Observations
  - 1. **A minimum of two (2) formal observations shall be conducted to support each performance assessment. The timing of these observations will be jointly determined by the bargaining unit member and the evaluator.**
  - 2. **A formal observation shall last the full academic or related class period, or a minimum of thirty-eight (38) continuous minutes. For career technical instructors who do not have a related class or academic instructors who have a blocked class, the timing for the observation will be mutually determined during the preconference.**
  - 3. **There shall be at least three (3) weeks between formal observations. If after the second formal observation, a bargaining unit member's performance is found deficient to the extent that adverse personnel action may result, a minimum of one additional observation shall be conducted.**
  - 4. **Observations will not take place during the first twelve (12) workdays or last eight (8) workdays of a school year, on the day immediately prior to or following winter or spring break, or on the first five (5) days following a bargaining unit member's return from an extended illness of twenty (20) or more consecutive workdays.**

B. Observation Conference

1. All formal observations shall be preceded by a conference between the evaluator and the bargaining unit member in order for the bargaining unit member to explain plans and objectives for the work situation to be observed.
2. A post-observation conference shall be held no more than five (5) workdays after each formal observation and shall be used to inform the bargaining unit member if observed instructional practices are aligned with the expectations that are identified in the bargaining unit member's professional growth or improvement plan. The bargaining unit member will be provided with a copy of any documentation produced during the observation that will be used to determine the teacher performance rating.
3. The bargaining unit member shall have the right to make a written response to the formal observation and to have it attached to the observation rubric to be placed in the bargaining unit member's personnel file. A copy, signed by both parties, shall be provided to the bargaining unit member.
4. A bargaining unit member may request a formal observation at any time in addition to those required by this procedure.

**Walkthroughs**

A. A walkthrough is a formative written assessment piece that focuses on one or more of the following two areas:

1. **Instructional Planning**
  - a. Focus for learning
  - b. Assessment data
  - c. Content knowledge
  - d. Sequence
  - e. Connections
  - f. Knowledge of students
2. **Instruction and Assessment**
  - a. Lesson delivery
  - b. Differentiation;
  - c. Resources;
  - d. Classroom environment;
  - e. Student engagement
  - f. Assessment of student learning

- B. For bargaining unit members on a remediation plan, notification may take place prior to each required walkthrough that is part of the observation cycle in order to identify the focus of the walkthrough.
- C. Any documented walkthrough shall be at least three (3) consecutive minutes in duration.
- D. The bargaining unit member shall be provided a copy of the walkthrough form, which includes any information of an evaluative nature.
- E. The bargaining unit member shall have the right to make a written response to the walkthrough and to have it attached to the walkthrough form if it is to be placed in the bargaining unit member's personnel file. The bargaining unit member will be notified in writing anytime a walkthrough form will be placed in the member's personnel file.
- F. A formal debriefing may be requested by either party after the walkthrough to discuss observations relative to the identified focus.
- G. A minimum of two (2) documented walkthroughs shall be included in each observation cycle. Observed concerns will be discussed with the bargaining unit member, and repeated concerns may be documented.
- H. A bargaining unit member may request additional walkthroughs as needed.
- I. The walkthrough form, located in Appendix A in this agreement, will be used to ensure all aspects of the bargaining unit member's performance, which are being evaluated by the walkthrough, are evidence based.

### **Remediation of Identified Deficiencies**

- A. Formal observations and walkthroughs resulting in the identification of performance deficiencies shall be addressed during the post-observation conference or a formal debriefing following a walkthrough. All deficiencies identified by the evaluator shall be compiled and reported in writing and a copy of the written report shall be provided to the bargaining unit member at the post-observation conference or formal debriefing.
- B. The evaluator involved shall make recommendations and otherwise assist the bargaining unit member for the purpose of remediation of identified deficiencies.
- C. The evaluator and bargaining unit member shall jointly develop a plan for remediation of identified deficiencies and such plan shall be reduced to writing and provided to the bargaining unit member.
- D. A remediation plan will be developed for bargaining unit members who receive an Ineffective on the Teacher Performance Rating. Bargaining unit members who receive a Developing on the Teacher Performance Rating may receive a remediation plan.

- E. The remediation plan, located in Appendix A in this agreement, shall detail:
1. **Performance issues documented as deficient;**
  2. **Specific performance expectations;**
  3. **The allocation of financial and other resources and assistance to be provided by the District to support professional development of the bargaining unit member (see Tuition Reimbursement Article 1600);**
  4. **Sufficient, specific timelines, not less than six (6) weeks, as to allow for the remediation of identified deficiencies.**
  5. **The provision for a trained bargaining unit member peer coach as appropriate. The peer coach may be provided release time to allow for meetings/observations with the bargaining unit member under a remediation plan.**
- F. If a remediation plan is developed prior to February 1, those identified deficiencies shall be reevaluated as part of the performance assessment process for the remainder of the school year. A remediation plan for deficiencies that are successfully remediated during the remainder of the school year shall be deemed completed.
- G. If a remediation plan is developed after February 1, the plan shall be continued into the next school year.
- H. Other observed deficiencies regarding the bargaining unit member's failure to adhere to reasonable work rules and other documented deficiencies not noted during the formal observations or walkthroughs must be put in writing and provided to the bargaining unit member within three (3) workdays from the time that the evaluator is made aware of the observed deficiency. The evaluator and the bargaining unit member will jointly develop a plan, in writing, for remediation of identified deficiencies and shall include a reasonable time period for said remediation.

#### **Peer Coach for Bargaining Unit Members on a Remediation/Improvement Plan**

- A. The District will provide bargaining unit members under a remediation plan with a peer coach who is not the credentialed evaluator. The peer coach may be provided release time to allow for meetings and/or observations with the bargaining unit member. The District may provide bargaining unit members on an improvement plan with a peer coach who is not the credentialed evaluator.
- B. Role of the Peer Coach
1. **The peer coach must have been rated as proficient or accomplished and have a minimum of two (2) consecutive years of teaching experience in the district, and a minimum total of four (4) years of teaching experience.**

- a. The peer coach must hold a valid teaching certificate/license and may be assigned to bargaining unit members with the same area of certification/license.
- b. The peer coach 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.
- c. The peer coach does not have a formal evaluation role. The peer coach's role is to support the growth of the educator as an instructional coach.

## **2. Release Time**

- a. Each peer coach may be granted release time for direct peer coaching activities. Release time shall be separate from any other release time covered under this agreement and shall be coordinated by the building administrator.

## **3. Protections**

- a. The peer coach position is a voluntary position. A bargaining unit member may refuse to be a peer coach without any adverse consequences.
- b. Other than a notation to the effect that a teacher served as a peer coach, the educator's activities as a peer coach shall not be part of that bargaining unit member's evaluation.
- c. A peer coach shall not be requested or directed to make any recommendation regarding the continued employment of the bargaining unit member.
- d. No peer coach shall be requested or directed to divulge information from the written documentation or confidential discussions. All interaction, written or oral, between the peer coach and the bargaining unit member shall be regarded with the same confidentiality as that represented by the attorney/client relationship. Any violation of this tenet by the peer coach shall constitute grounds for immediate removal from his or her role as a peer coach.
- e. At any time, the peer coach or the bargaining unit member may exercise the option to have a new peer coach assigned to the bargaining unit member by contacting the mentor coordinator or evaluator who originally assigned the peer coach. No specifics shall be given as basis for the exercise of this option and said change shall occur without prejudice or judgment to either the peer coach or the bargaining unit member. This option may be exercised one (1) time by the peer coach or the bargaining unit member during the life of the remediation/improvement plan.

## Finalization of Evaluation

### A. Written Report

1. Before the evaluation cycle is final, and not later than May 10, a copy of the formal written evaluation report shall be given to the bargaining unit member and a conference shall be held between the bargaining unit member and the evaluator.

### B. Completion of Evaluation Cycle

1. The summative evaluation of a bargaining unit member shall be based upon student growth measures resulting from assessments that were administered in the previous school year and performance that is assessed during the walkthroughs and formal observations that are conducted for the current school year. The evaluation shall acknowledge the performance strengths of the bargaining unit member evaluated as well as performance deficiencies, if any. The evaluator shall note all the data used to support the conclusions reached in the formal evaluation report. The evaluation report shall be signed by the evaluator. The evaluation report should then be signed by the bargaining unit member to verify notification to the bargaining unit member that the evaluation will be placed on file, but the bargaining unit member's signature should not be construed as evidence that the bargaining unit member agrees with the contents of the evaluation report. The evaluation report shall be completed by May 10, signed by both parties, and sent to the superintendent. At that time, the bargaining unit member will be notified of intent regarding retention.
2. The Board shall evaluate each bargaining unit member assigned an evaluation rating of Accomplished on the bargaining unit member's most recent evaluation conducted under this article once every two school years. In that case, the biennial evaluation shall be completed by the first day of May of the applicable school year, and the bargaining unit member shall receive a written report of the results of the evaluation by the tenth day of May of that school year.

### C. Response to Evaluation

1. The bargaining unit member shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the bargaining unit member's personnel file. A copy, signed by both parties, shall be provided to the bargaining unit member.

### Professional Growth Plans

- A. For the purposes of this agreement, professional growth plans, located in Appendix A in this agreement, shall be based on the overall student growth measure level, and not for individual subjects or classes taught.
- B. Professional growth plans shall be developed as follows:
  - 1. **Bargaining unit members with above expected levels of student growth will develop a professional growth plan and may choose their credentialed evaluators for the evaluation cycle as set forth in this agreement.**
  - 2. **Bargaining unit members with expected levels of student growth will develop a professional growth plan collaboratively with the credentialed evaluators and will have input on their credentialed evaluators for the evaluation cycle as set forth in this agreement.**
- C. Professional growth plans for a school year shall be developed not later than October 1.
- D. Professional growth plans shall describe the specific performance expectations, resources, and assistance to be provided.
- E. The Board shall provide for professional development and for the allocation of financial resources to accelerate and continue bargaining unit member growth as set forth in this agreement (see Tuition Reimbursement Article 1600).

### Improvement Plans

- A. For the purposes of this agreement, improvement plans, located in Appendix A in this agreement, shall be based on the overall student growth measure level, and not for individual subjects or classes taught.
- B. An improvement plan is a clearly articulated assistance program for a bargaining unit member whose student growth measure dimension of the evaluation is below the expected level of student growth.
- C. Improvement plans shall be developed as follows:
  - 1. **Bargaining unit members with below expected levels of student growth will develop an improvement plan with their credentialed evaluators. The Administration will assign the credentialed evaluator for the evaluation cycle and approve the improvement plan as set forth in this agreement.**
    - a. In the event that a bargaining unit member and evaluator are unable to agree on the evaluator's expectations for the improvement plan, the bargaining unit member may request a peer coach or another mutually agreed upon bargaining unit member of the District to facilitate further discussion between the bargaining unit member and the evaluator.

- D. Improvement plans for a school year shall be developed not later than October 1.
- E. Improvement plans shall describe the specific performance expectations, resources, and assistance to be provided.
- F. The improvement plan shall include:
  - 1. **Specific performance expectations, resources and assistance to be provided;**
  - 2. **Timelines for its completion; and,**
  - 3. **Monetary, time, material, and human resources.**
- G. The Board shall provide for professional development and for the allocation of financial resources to continue bargaining unit member improvement and to provide support to poorly performing bargaining unit members as set forth in this agreement (see Tuition Reimbursement Article 1600).

### **Due Process**

- A. Bargaining unit members who disagree with the level of student growth, the rating of performance and/or the summative, or overall, evaluation rating shall be allowed to request a different evaluator and such request shall be honored by the District.
- B. A bargaining unit member shall be entitled to Union representation at any conference held during this procedure in which the bargaining unit member will be advised of an impending adverse personnel action.
- C. Failure by the District to adhere to any timeline or condition established in this agreement shall render the evaluation, including the summative rating, void and shall automatically require re-employment of the bargaining unit member under a continuing contract, if eligible, or an appropriate limited contract if the teacher is not eligible for a continuing contract.
- D. Any violation of either procedural or substantive due process shall automatically require re-employment of the bargaining unit member under a continuing contract, if eligible, or an appropriate limited contract if the bargaining unit member is not eligible for a continuing contract.

### **Personnel Action Requirements**

- A. The student growth measure portion of the evaluation procedure contained in this agreement shall not be used in any decision concerning the retention, promotion, removal, reduction, or recall of any bargaining unit member until three years of student growth measure data have been collected and three evaluation cycles have been completed, except in the case of bargaining unit members in their first two years of employment with TRCC. Value-added and other student growth measure data derived

from assessments taken in one school year shall be combined with performance ratings that are assigned in the next school year to assign a summative evaluation rating.

- B. The first year of collected data for the evaluation procedure shall be derived from value-added and/or 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 first day of May of the second school year following the effective date of this agreement. An evaluation cycle shall not be completed until all bargaining unit members have been provided a written report of the results of the evaluation.
- C. The student growth portion of the evaluation procedure for any new teaching assignment (e.g., grade level, subject matter, and/or blocked classes) also will not be used in any decision concerning the retention, promotion, removal, reduction, or recall of any bargaining unit member until three years of student growth measure data have been collected and three evaluation cycles have been completed.
- D. For the year prior to the completion of the first evaluation cycle, the District shall assign a level of no lower than Developing for all bargaining unit members for purposes of eTPES reporting.
  - 1. **Any bargaining unit member on a limited one-year contract, who receives a Developing on the first year evaluation cycle, may be granted an additional one-year contract.**

# Improvement Plan

Bargaining Unit Member's Name: \_\_\_\_\_

Evaluator's Name: \_\_\_\_\_

Date of Improvement Plan Conference: \_\_\_/\_\_\_/\_\_\_ School Year: \_\_\_\_\_

Written improvement plans are to be developed when an educator's students make below expected academic growth based on his/her Student Growth Measures. The purpose of the improvement plan is to identify specific deficiencies in performance and foster growth through professional learning opportunities and targeted support.

## Section 1: Improvement Statement

List specific areas for improvement as related to the <i>Ohio Standard for the Teaching Profession</i> . Attach documentation		
Date(s) Improvement Area or Concern Observed	Performance Standard(s) Addressed in this Plan	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)

### 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 Learning

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

--

Date for this Plan to be revisited:    /    /   

Bargaining Unit Member's Signature: \_\_\_\_\_

Date:    /    /   

Evaluator's Signature: \_\_\_\_\_

Date:    /    /

## Professional Growth Plan

Bargaining unit members and evaluators should focus on accelerating and continuing growth through professional learning. Professional learning should be individualized to the needs of the bargaining unit member. The evaluator should recommend professional learning opportunities and support the bargaining unit member by providing resources (e.g. time, financial).

**Collaborative**

Bargaining Unit Member \_\_\_\_\_

**Self-Directed** *(option for those with above expected levels of student growth or for those who were designated Accomplished from the previous overall rating)*

Evaluator \_\_\_\_\_

School Year \_\_\_\_\_

<b>Measurable Goal Statement(s)</b>	<b>Activities/Steps to Reach Goal(s)</b>
<b>Indicators of Progress</b>	<b>Timeline</b>
<b>Resources</b>	<b>Select the Ohio Educator Standards(s) this goal supports</b>
	<input type="checkbox"/> I: Students <input type="checkbox"/> II: Content <input type="checkbox"/> III: Assessment <input type="checkbox"/> IV: Instruction <input type="checkbox"/> V: Learning Environment <input type="checkbox"/> VI: Collaboration and Communication <input type="checkbox"/> VII: Professional Responsibilities and Growth

\_\_\_\_\_  
Bargaining Unit Member's Signature

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

\_\_\_\_\_  
Evaluator's Signature

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

*The signatures above verify that the bargaining unit member and evaluator have discussed and agreed upon the Professional Growth Plan.*

# Remediation Plan

Bargaining Unit Member's Name: \_\_\_\_\_

Evaluator's Name: \_\_\_\_\_

Date of Remediation Plan Conference: \_\_\_/\_\_\_/\_\_\_ School Year: \_\_\_\_\_

Written remediation plans are to be developed when an educator scores an Ineffective on the Teacher Performance Rating. If an educator's students make expected or above academic growth, BUT the educator scores an overall Developing rating on the teacher performance rubric then it becomes the administrator's decision as to whether the educator needs a written remediation plan. The purpose of the remediation plan is to identify specific deficiencies in performance and foster growth through professional learning opportunities and targeted support.

### Section 1: Improvement Statement

List specific areas for improvement as related to the *Ohio Standard for the Teaching Profession*. Attach documentation

Date(s) Improvement Area or Concern Observed	Performance Standard(s) Addressed in this Plan	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)

**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 remediation plan.

Actions to be Taken	Sources of Evidence that will be Examined

**Section 4: Assistance and Professional Learning**

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

--

Date for this Plan to be revisited:   /  /  

Bargaining Unit Member's Signature: \_\_\_\_\_

Date:   /  /  

Evaluator's Signature: \_\_\_\_\_

Date:   /  /

# Walkthrough Form

Bargaining Unit Member's Name: \_\_\_\_\_

Date: \_\_/\_\_/\_\_

Evaluator's Name: \_\_\_\_\_

Time Walkthrough Begins: \_\_\_\_\_ Time Walkthrough Ends: \_\_\_\_\_

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

## Instructional Planning

	Characteristics	Evidence
	Focus for Learning	
	Assessment Data	
	Content Knowledge	
	Sequence	
	Connections	
	Knowledge of Students	

## Instruction and Assessment

	Characteristics	Evidence
	Lesson Delivery	
	Differentiation	
	Resources	
	Classroom Environment	
	Student Engagement	
	Assessment of Student Learning	

### Recommendations:

Evaluator's Signature: \_\_\_\_\_

- Photocopy to Teacher
- E-mail to Teacher

Bargaining Unit Member's Name: \_\_\_\_\_

Observation Notes Attached

Evaluator's Name: \_\_\_\_\_

Current Performance Assessment Rating \_\_\_\_\_

Date of Observation: \_\_/\_\_/\_\_

Time Observation Begins: \_\_\_\_\_

Time Observation Ends: \_\_\_\_\_

### Teacher Performance Observation Rubric

The *Teacher Performance Observation Rubric* is intended to be scored holistically. This means that evaluator will assess which level provides the best *overall* description of the educator. The scoring process is expected to occur upon completion of each thirty-eight (38) 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. When completing the performance rubric, please note that evaluators are not expected to gather evidence on all indicators for each observation cycle. Likewise, educators 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	Proficient	Accomplished
INSTRUCTIONAL PLANNING	<b>FOCUS FOR LEARNING (Standard 4: Instruction)</b>  <i>Sources of Evidence:</i> Pre-Conference	The teacher does not demonstrate a clear focus for student learning. Learning objectives are too general to guide lesson planning and are inappropriate for the students, and/or do not reference the Ohio standards.	The teacher communicates a focus for student learning, develops learning objectives that are appropriate for students and reference the Ohio standards but do not include measurable goals.	The teacher demonstrates a focus for student learning, with appropriate learning objectives that include measurable goal(s) for student learning aligned with the Ohio standards. The teacher demonstrates the importance of the goal and its appropriateness for students.	The teacher establishes challenging and measurable goal(s) for student learning that aligns with the Ohio standards and reflect a range of student learner needs. The teacher demonstrates how the goal(s) fit into the broader unit, course, and school goals for content learning and skills.
	<b>Evidence</b>				

INSTRUCTIONAL PLANNING					
		Ineffective	Developing	Proficient	Accomplished
INSTRUCTIONAL PLANNING	<b>ASSESSMENT DATA</b> <b>(Standard 3: Assessment)</b>  <i>Sources of Evidence:</i> Pre-Conference	<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 does not use or only uses one measure of student performance</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 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 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 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>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> <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>
	Evidence				

INSTRUCTIONAL PLANNING					
		Ineffective	Developing	Proficient	Accomplished
INSTRUCTIONAL PLANNING	<p><b>PRIOR CONTENT KNOWLEDGE/ SEQUENCE/ CONNECTIONS</b></p> <p>(Standard 1: Students; Standard 2: Content; Standard 4: Instruction)</p> <p><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					
		Ineffective	Developing	Proficient	Accomplished
INSTRUCTIONAL PLANNING	<b>KNOWLEDGE OF STUDENTS</b>  <b>(Standard 1: Students)</b>  <i>Sources of Evidence:</i> Analysis of Student Data Pre-Conference	<p>The teacher demonstrates a lack of familiarity with students' backgrounds and has made no attempts to find this information.</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 demonstrates some familiarity with students' background knowledge and experiences and describes one procedure used to obtain this information.</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 demonstrates familiarity with students' background knowledge and experiences and describes multiple procedures used to obtain this information.</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 demonstrates an understanding of the purpose and value of learning about students' background experiences, demonstrates familiarity with each student's background knowledge and experiences, and describes multiple procedures used to obtain this information.</p> <p>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>
	Evidence				

INSTRUCTION AND ASSESSMENT					
		Ineffective	Developing	Proficient	Accomplished
INSTRUCTION AND ASSESSMENT	<p><b>LESSON DELIVERY (Standard 2: Content; Standard 4: Instruction; Standard 6: Collaboration and Communication)</b></p> <p><i>Sources of Evidence:</i> Formal Observation Walkthroughs</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 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				

INSTRUCTION AND ASSESSMENT					
		Ineffective	Developing	Proficient	Accomplished
INSTRUCTION AND ASSESSMENT	<b>DIFFERENTIATION (Standard 1: Students; Standard 4: Instruction)</b>  <i>Sources of Evidence:</i> Pre-Conference Formal Observation Walkthroughs	The teacher does not attempt to make the lesson accessible and challenging for most students, or attempts are developmentally inappropriate.	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.	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.	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.
	Evidence				

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

INSTRUCTION AND ASSESSMENT					
		Ineffective	Developing	Proficient	Accomplished
INSTRUCTION AND ASSESSMENT	<p><b>CLASSROOM ENVIRONMENT (Standard 1: Students; Standard 5 : Learning Environment; Standard 6: Collaboration and Communication)</b></p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Walkthroughs</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 had 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 that 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	Proficient	Accomplished
INSTRUCTION AND ASSESSMENT	<p><b>ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment)</b></p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Walkthroughs Post-Conference</p>	<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	Proficient	Accomplished
PROFESSIONALISM	<p><b>PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication; Standard 7: Professional Responsibility and Growth)</b></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				

Bargaining Unit Member's Name: \_\_\_\_\_

Evaluator's Name: \_\_\_\_\_

Current Performance Assessment Rating \_\_\_\_\_

Date of Observation: \_\_/\_\_/\_\_

### Teacher Performance Observation Rubric Summation

Evaluator's Comments:

**Evaluator's Signature:** \_\_\_\_\_ **Date:** \_\_/\_\_/\_\_

Bargaining Unit Member's Comments:

Signature of the staff member does not imply agreement with this observation. It means that the staff member has seen the observation rubric. The staff member has the right to file statements of explanation and/or denial with the observation.

**Bargaining Unit Member's Signature:** \_\_\_\_\_ **Date:** \_\_/\_\_/\_\_



**TRI-RIVERS CAREER CENTER  
INSTRUCTIONAL EMPLOYEE OBSERVATION FORM**

**INSTRUCTOR** \_\_\_\_\_  
**ASSIGNMENT** \_\_\_\_\_

**OBSERVER** \_\_\_\_\_  
**OBSERVATION DATE** \_\_\_\_\_

**APPRAISAL SCALE:** E - Excellent      G - Good      S - Satisfactory      NI - Needs Improvement - Minor Deficiencies  
U - Unsatisfactory - Major Deficiencies      N/A - Not applicable      NO - Not Observed  
(All NI's and U's will be addressed in writing)

Professional Performance Criteria	Supv	Evaluator's Comments
1. <b>Appearance</b> - Dress and grooming appropriate to establish & maintain professional image		
2. <b>Attendance &amp; Punctuality</b> - Maintains favorable attendance patterns; provides proper notification in event of absence		
3. <b>Report Preparation</b> - Accurately completes records & forms in a timely manner		
4. <b>Advisory Committee Activities</b> - Selects, meets, & communicates with an active advisory committee on a regular basis for program improvement		
5. <b>Youth Organization Activities</b> - Actively supports & participates at the program, chapter, regional/district, state &/or national levels to develop leadership abilities & citizenship responsibilities		
6. <b>General School Activities</b> - Actively supports & participates in activities that enhance the positive identification & reputation of the school		
7. <b>Professional Development</b> - Takes positive advantage of educational activities & professional organizations which further individual professional growth		
8. <b>Tact/Poise</b> - Displays self-confidence; maintains emotional control & even disposition		
9. <b>Personnel Relationships</b> - Demonstrates teamwork; coordinates efforts and materials with fellow workers, administration, & public		
10. <b>Communication Procedures</b> - Regularly communicates within the designated channels of authority		
11. <b>Extra Duty Assignments</b> - Performs designated duties as assigned by administration		
12. <b>Decision Making</b> - Uses appropriate judgment, & considers all relevant factors involved in making decisions		
13. <b>Board Policy &amp; Administrative Procedure</b> - Follows & enforces Board Policy, administrative procedures & student handbook rules & regulations in a supportive manner		
14. <b>Professional Attitude</b> - Carries a share of out-of-class responsibilities, displays a positive attitude, & promotes positive school image		
15. <b>Initiative</b> - Ability to identify, communicate, & implement needed activities		
16. <b>Constructive Criticism</b> - Accepts & reacts favorably to constructive criticism		
17. <b>Discipline</b> - Procedures are fair, firm, positive, consistent, & clearly understood by teachers & conveyed to students		

**TRI-RIVERS CAREER CENTER**  
**INSTRUCTIONAL EMPLOYEE OBSERVATION FORM**

**INSTRUCTOR** \_\_\_\_\_  
**ASSIGNMENT** \_\_\_\_\_

**OBSERVER** \_\_\_\_\_  
**OBSERVATION DATE** \_\_\_\_\_

**APPRAISAL SCALE:** E - Excellent      G - Good      S - Satisfactory      NI - Needs Improvement - Minor Deficiencies  
 U - Unsatisfactory - Major Deficiencies      N/A - Not applicable      NO - Not Observed  
 (All NI's and U's will be addressed in writing)

Instructional Performance	Supv	Evaluator's Comments
1. <b>Classroom/Laboratory Management</b> - Demonstrates organized procedures for the daily operation of the classroom/laboratory.		
2. <b>Instructional Planning</b> - Prepares complete and detailed instructional plans.		
3. <b>Instructional Presentation</b> - Uses a variety of appropriate teaching strategies, professional skills, & instructional materials in the daily presentation of lessons.		
4. <b>Curriculum Design</b> - Implements a program of study with instructional objectives relevant to the needs of local business/industry & the ability level of students.		
5. <b>Organization</b> - Demonstrates the ability to sequence activities to accomplish desired results.		
6. <b>Knowledge of Subject Matter</b> - Exhibits practical & technical knowledge of the subject matter.		
7. <b>Discipline &amp; Control</b> - Maintains student discipline & control conducive to the learning experience within established Board Policy & administrative procedure.		
8. <b>Equipment Maintenance</b> - Assures that all equipment is in operable safe condition & practices preventive maintenance program.		
9. <b>Classroom/Laboratory/Appearance</b> - Maintains a safe, neat & orderly classroom/laboratory.		
10. <b>Student Placement</b> - Recruits placement opportunities & pursues follow-up activities.		
11. <b>Supplies &amp; Materials</b> - Plans, initiates purchases & maintains adequate supplies & materials needed for the learning process as indicated in the course of study.		
12. <b>Student Assessment</b> - Employs evaluation techniques which are fair & consistent in measuring student performance.		
13. <b>Student Progress Records</b> - Maintains an accurate record of student achievement, discipline, & attendance.		
14. <b>Communication with Students</b> - Utilizes tact & understanding when communicating with students to develop mutual respect.		
15. <b>Individualized Instruction</b> - Provides an instructional program that meets the individual needs of students.		
16. <b>Safety Practices</b> - Establishes, implements, & maintains safety rules & regulations which promotes the well-being of students/visitors.		
17. <b>Student Motivation</b> - Stimulates creativity, willingness to learn, & good study & work habits.		
18. <b>Student Assignments</b> - Gives assignments which are realistic & relevant to the course of study &/or class instruction. Encourage students to develop critical thinking & problem solving skills.		
19. <b>Communicating with Parents</b> - Involves parents in educational process		

TRI-RIVERS CAREER CENTER  
INSTRUCTIONAL EMPLOYEE OBSERVATION FORM

INSTRUCTOR \_\_\_\_\_

OBSERVER \_\_\_\_\_

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Supervisor's Comments:

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Supervisor's Signature

\_\_\_\_\_  
Date

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Teacher's Comments:

Signature of the staff member does not imply agreement with this evaluation. It means that the staff member has seen the evaluation. The staff member has the right to file statements of explanation or denial with the evaluation.

\_\_\_\_\_  
Teacher's Signature

\_\_\_\_\_  
Date

**TRI-RIVERS CAREER CENTER**  
**INSTRUCTIONAL EMPLOYEE SUMMATIVE EVALUATION FORM**

**INSTRUCTOR** \_\_\_\_\_  
**ASSIGNMENT** \_\_\_\_\_

**EVALUATOR** \_\_\_\_\_  
**EVALUATION DATE** \_\_\_\_\_

**APPRAISAL SCALE:** **E** - Excellent      **G** - Good      **S** - Satisfactory      **NI** - Needs Improvement - Minor Deficiencies  
**U** - Unsatisfactory - Major Deficiencies      **N/A** - Not applicable      **NO** - Not Observed  
 (All NI's and U's will be addressed in writing)

Professional Performance Criteria	Self	Supv	Evaluator's Comments
1. <b>Appearance</b> - Dress and grooming appropriate to establish & maintain professional image			
2. <b>Attendance &amp; Punctuality</b> - Maintains favorable attendance patterns; provides proper notification in event of absence			
3. <b>Report Preparation</b> - Accurately completes records & forms in a timely manner			
4. <b>Advisory Committee Activities</b> - Selects, meets, & communicates with an active advisory committee on a regular basis for program improvement			
5. <b>Youth Organization Activities</b> - Actively supports & participates at the program, chapter, regional/district, state &/or national levels to develop leadership abilities & citizenship responsibilities			
6. <b>General School Activities</b> - Actively supports & participates in activities that enhance the positive identification & reputation of the school			
7. <b>Professional Development</b> - Takes positive advantage of educational activities & professional organizations which further individual professional growth			
8. <b>Tact/Poise</b> - Displays self-confidence; maintains emotional control & even disposition			
9. <b>Personnel Relationships</b> - Demonstrates teamwork; coordinates efforts and materials with fellow workers, administration, & public			
10. <b>Communication Procedures</b> - Regularly communicates within the designated channels of authority			
11. <b>Extra Duty Assignments</b> - Performs designated duties as assigned by administration			
12. <b>Decision Making</b> - Uses appropriate judgment, & considers all relevant factors involved in making decisions			
13. <b>Board Policy &amp; Administrative Procedure</b> - Follows & enforces Board Policy, administrative procedures & student handbook rules & regulations in a supportive manner			
14. <b>Professional Attitude</b> - Carries a share of out-of-class responsibilities, displays a positive attitude, & promotes positive school image			
15. <b>Initiative</b> - Ability to identify, communicate, & implement needed activities			
16. <b>Constructive Criticism</b> - Accepts & reacts favorably to constructive criticism			
17. <b>Discipline</b> - Procedures are fair, firm, positive, consistent, & clearly understood by teachers & conveyed to students			

**TRI-RIVERS CAREER CENTER**  
**INSTRUCTIONAL EMPLOYEE SUMMATIVE EVALUATION FORM**

**INSTRUCTOR** \_\_\_\_\_  
**ASSIGNMENT** \_\_\_\_\_

**EVALUATOR** \_\_\_\_\_  
**EVALUATION DATE** \_\_\_\_\_

**APPRAISAL SCALE:** E - Excellent      G - Good      S - Satisfactory      NI - Needs Improvement - Minor Deficiencies  
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Instructional Performance Criteria	Self	Supv	Evaluator's Comments
1. <b>Classroom/Laboratory Management</b> - Demonstrates organized procedures for the daily operation of the classroom/laboratory.			
2. <b>Instructional Planning</b> - Prepares complete and detailed instructional plans.			
3. <b>Instructional Presentation</b> - Uses a variety of appropriate teaching strategies, professional skills, & instructional materials in the daily presentation of lessons.			
4. <b>Curriculum Design</b> - Implements a program of study with instructional objectives relevant to the needs of local business/industry & the ability level of students.			
5. <b>Organization</b> - Demonstrates the ability to sequence activities to accomplish desired results.			
6. <b>Knowledge of Subject Matter</b> - Exhibits practical & technical knowledge of the subject matter.			
7. <b>Discipline &amp; Control</b> - Maintains student discipline & control conducive to the learning experience within established Board Policy & administrative procedure.			
8. <b>Equipment Maintenance</b> - Assures that all equipment is in operable safe condition & practices preventive maintenance program.			
9. <b>Classroom/Laboratory/Appearance</b> - Maintains a safe, neat & orderly classroom/laboratory.			
10. <b>Student Placement</b> - Recruits placement opportunities & pursues follow-up activities.			
11. <b>Supplies &amp; Materials</b> - Plans, initiates purchases & maintains adequate supplies & materials needed for the learning process as indicated in the course of study.			
12. <b>Student Assessment</b> - Employs evaluation techniques which are fair & consistent in measuring student performance.			
13. <b>Student Progress Records</b> - Maintains an accurate record of student achievement, discipline, & attendance.			
14. <b>Communication with Students</b> - Utilizes tact & understanding when communicating with students to develop mutual respect.			
15. <b>Individualized Instruction</b> - Provides an instructional program that meets the individual needs of students.			
16. <b>Safety Practices</b> - Establishes, implements, & maintains safety rules & regulations which promotes the well-being of students/visitors.			
17. <b>Student Motivation</b> - Stimulates creativity, willingness to learn, & good study & work habits.			
18. <b>Student Assignments</b> - Gives assignments which are realistic & relevant to the course of study &/or class instruction. Encourage students to develop critical thinking & problem solving skills.			
19. <b>Communicating with Parents</b> - Involves parents in educational process			

TRI-RIVERS CAREER CENTER  
INSTRUCTIONAL EMPLOYEE SUMMATIVE EVALUATION FORM

INSTRUCTOR \_\_\_\_\_

OBSERVER \_\_\_\_\_

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Supervisor's Comments:

\_\_\_\_\_  
Supervisor's Signature

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Date

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Teacher's Comments:

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\_\_\_\_\_  
Teacher's Signature

\_\_\_\_\_  
Date

**TRI-RIVERS CAREER CENTER**  
**NON-INSTRUCTIONAL EMPLOYEE OBSERVATION FORM**

EMPLOYEE \_\_\_\_\_  
 ASSIGNMENT \_\_\_\_\_

OBSERVER \_\_\_\_\_  
 OBSERVATION DATE \_\_\_\_\_

APPRAISAL SCALE: E - Excellent      G - Good      S - Satisfactory      NI - Needs Improvement - Minor Deficiencies  
 U - Unsatisfactory - Major Deficiencies      N/A - Not applicable      NO - Not Observed  
 (All NI's and U's will be addressed in writing)

Professional Performance Criteria	Supv	Evaluator's Comments
1. <b>Appearance</b> - Dress and grooming appropriate to establish & maintain professional image		
2. <b>Attendance &amp; Punctuality</b> - Maintains favorable attendance patterns; provides proper notification in event of absence		
3. <b>Report Preparation</b> - Accurately completes records & forms in a timely manner		
4. <b>Advisory Committee Activities</b> - Selects, meets, & communicates with an active advisory committee on a regular basis for program improvement		
5. <b>Youth Organization Activities</b> - Actively supports & participates at the program, chapter, regional/district, state &/or national levels to develop leadership abilities & citizenship responsibilities		
6. <b>General School Activities</b> - Actively supports & participates in activities that enhance the positive identification & reputation of the school		
7. <b>Professional Development</b> - Takes positive advantage of educational activities & professional organizations which further individual professional growth		
8. <b>Tact/Poise</b> - Displays self-confidence; maintains emotional control & even disposition		
9. <b>Personnel Relationships</b> - Demonstrates teamwork; coordinates efforts and materials with fellow workers, administration, & public		
10. <b>Communication Procedures</b> - Regularly communicates within the designated channels of authority		
11. <b>Extra Duty Assignments</b> - Performs designated duties as assigned by administration		
12. <b>Decision Making</b> - Uses appropriate judgment, & considers all relevant factors involved in making decisions		
13. <b>Board Policy &amp; Administrative Procedure</b> - Follows & enforces Board Policy, administrative procedures & student handbook rules & regulations in a supportive manner		
14. <b>Professional Attitude</b> - Carries a share of out-of-class responsibilities, displays a positive attitude, & promotes positive school image		
15. <b>Initiative</b> - Ability to identify, communicate, & implement needed activities		
16. <b>Constructive Criticism</b> - Accepts & reacts favorably to constructive criticism		
17. <b>Discipline</b> - Procedures are fair, firm, positive, consistent, & clearly understood by teachers & conveyed to students		

**TRI-RIVERS CAREER CENTER**  
**NON-INSTRUCTIONAL EMPLOYEE OBSERVATION FORM**

EMPLOYEE \_\_\_\_\_  
 ASSIGNMENT \_\_\_\_\_

OBSERVER \_\_\_\_\_  
 OBSERVATION DATE \_\_\_\_\_

APPRAISAL SCALE: E - Excellent    G - Good    S - Satisfactory    NI - Needs Improvement - Minor Deficiencies  
 U - Unsatisfactory - Major Deficiencies    N/A - Not applicable    NO - Not Observed  
 (All NI's and U's will be addressed in writing)

	Performance Management	Supv	Evaluator's Comments
1.	<b>Management</b> - Demonstrates organized procedures for daily operations		
2.	<b>Planning</b> - Prepares complete and detailed plans		
3.	<b>Presentation</b> - Uses a variety of appropriate strategies, professional skills, & materials in presentation		
4.	<b>Design</b> - Implements program objectives relevant to the needs of local business/industry and/or students		
5.	<b>Organization</b> - Demonstrates the ability to sequence activities to accomplish desired results		
6.	<b>Knowledge of Subject Matter</b> - Exhibits practical & technical knowledge in completing tasks		
7.	<b>Discipline &amp; Control</b> - Assists & maintains student discipline & control conducive to the learning experience within established Board Policy & administrative procedure		
8.	<b>Equipment Maintenance</b> - Assures that all equipment is in operable safe condition & practices preventive maintenance program		
9.	<b>Work Area Appearance</b> - Maintains a safe, neat & orderly work area		
10.	<b>Student Placement</b> - Assists in placement opportunities & pursues follow-up activities		
11.	<b>Supplies &amp; Materials</b> - Plans, initiates purchases & maintains adequate supplies & materials		
12.	<b>Assessment</b> - Employs evaluation techniques which are fair & consistent in measuring performance		
13.	<b>Records Management</b> - Maintains accurate records		
14.	<b>Communication with Students</b> - Utilizes tact & understanding when communicating with students to develop mutual respect		
15.	<b>Individualized Methods</b> - Provides for the individual needs of assigned population		
16.	<b>Safety Practices</b> - Maintains safety rules & regulations which promotes the well-being of students/visitors		
17.	<b>Student Motivation</b> - Stimulates creativity, willingness to learn, & good study & work habits		
18.	<b>Communicating with Parents/Public</b> - Involves parents in educational process and liaison with home schools		
19.	<b>Instructional Staff Support</b> - Assists & supports classroom teachers with meeting the needs of students		

TRI-RIVERS CAREER CENTER  
NON-INSTRUCTIONAL EMPLOYEE OBSERVATION FORM

EMPLOYEE \_\_\_\_\_

OBSERVER \_\_\_\_\_

Supervisor's Comments:

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\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

Employee's Comments:

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Signature of the staff member does not imply agreement with this evaluation. It means that the staff member has seen the evaluation. The staff member has the right to file statements of explanation or denial with the evaluation.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

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**TRI-RIVERS CAREER CENTER  
NON-INSTRUCTIONAL EMPLOYEE SUMMATIVE EVALUATION FORM**

EMPLOYEE \_\_\_\_\_  
ASSIGNMENT \_\_\_\_\_

EVALUATOR \_\_\_\_\_  
EVALUATION DATE \_\_\_\_\_

APPRAISAL SCALE: E - Excellent    G - Good    S - Satisfactory    NI - Needs Improvement - Minor Deficiencies  
U - Unsatisfactory - Major Deficiencies    N/A - Not applicable    NO - Not Observed  
(All NI's and U's will be addressed in writing)

Professional Performance Criteria	Self	Supv	Evaluator's Comments
1. <b>Appearance</b> - Dress and grooming appropriate to establish & maintain professional image			
2. <b>Attendance &amp; Punctuality</b> - Maintains favorable attendance patterns; provides proper notification in event of absence			
3. <b>Report Preparation</b> - Accurately completes records & forms in a timely manner			
4. <b>Advisory Committee Activities</b> - Selects, meets, & communicates with an active advisory committee on a regular basis for program improvement			
5. <b>Youth Organization Activities</b> - Actively supports & participates at the program, chapter, regional/district, state &/or national levels to develop leadership abilities & citizenship responsibilities			
6. <b>General School Activities</b> - Actively supports & participates in activities that enhance the positive identification & reputation of the school			
7. <b>Professional Development</b> - Takes positive advantage of educational activities & professional organizations which further individual professional growth			
8. <b>Tact/Poise</b> - Displays self-confidence; maintains emotional control & even disposition			
9. <b>Personnel Relationships</b> - Demonstrates teamwork; coordinates efforts and materials with fellow workers, administration, & public			
10. <b>Communication Procedures</b> - Regularly communicates within the designated channels of authority			
11. <b>Extra Duty Assignments</b> - Performs designated duties as assigned by administration			
12. <b>Decision Making</b> - Uses appropriate judgment, & considers all relevant factors involved in making decisions			
13. <b>Board Policy &amp; Administrative Procedure</b> - Follows & enforces Board Policy, administrative procedures & student handbook rules & regulations in a supportive manner			
14. <b>Professional Attitude</b> - Carries a share of out-of-class responsibilities, displays a positive attitude, & promotes positive school image			
15. <b>Initiative</b> - Ability to identify, communicate, & implement needed activities			
16. <b>Constructive Criticism</b> - Accepts & reacts favorably to constructive criticism			
17. <b>Discipline</b> - Procedures are fair, firm, positive, consistent, & clearly understood by teachers & conveyed to students			

**TRI-RIVERS CAREER CENTER  
NON-INSTRUCTIONAL EMPLOYEE SUMMATIVE EVALUATION FORM**

EMPLOYEE \_\_\_\_\_  
ASSIGNMENT \_\_\_\_\_

EVALUATOR \_\_\_\_\_  
EVALUATION DATE \_\_\_\_\_

APPRAISAL SCALE: E - Excellent      G - Good      S - Satisfactory      NI - Needs Improvement - Minor Deficiencies  
U - Unsatisfactory - Major Deficiencies      N/A - Not applicable      NO - Not Observed  
(All NI's and U's will be addressed in writing)

Instructional Performance Criteria	Self	Supv	Evaluator's Comments
1. <b>Management</b> - Demonstrates organized procedures for daily operations			
2. <b>Planning</b> - Prepares complete and detailed plans			
3. <b>Presentation</b> - Uses a variety of appropriate strategies, professional skills, & materials in presentations			
4. <b>Design</b> - Implements program objectives relevant to the needs of local business/industry and/or students			
5. <b>Organization</b> - Demonstrates the ability to sequence activities to accomplish desired results			
6. <b>Knowledge of Subject Matter</b> - Exhibits practical & technical knowledge in completing tasks			
7. <b>Discipline &amp; Control</b> - Assists & maintains student discipline & control conducive to the learning experience within established Board Policy & administrative procedure			
8. <b>Equipment Maintenance</b> - Assures that all equipment is in operable safe condition & practices preventive maintenance program			
9. <b>Work Area Appearance</b> - Maintains a safe, neat & orderly work area			
10. <b>Student Placement</b> - Assists in placement opportunities & pursues follow-up activities			
11. <b>Supplies &amp; Materials</b> - Plans, initiates purchases & maintains adequate supplies & materials			
12. <b>Assessment</b> - Employs evaluation techniques which are fair & consistent in measuring performance			
13. <b>Records Management</b> - Maintains accurate records			
14. <b>Communication with Students</b> - Utilizes tact & understanding when communicating with students to develop mutual respect			
15. <b>Individualized Methods</b> - Provides for the individual needs of assigned population			
16. <b>Safety Practices</b> - Maintains safety rules & regulations which promotes the well-being of students/visitors			
17. <b>Student Motivation</b> - Stimulates creativity, willingness to learn, & good study & work habits			
18. <b>Communicating with Parents/Public</b> - Involves parents in educational process and liaison with home schools			
19. <b>Instructional Staff Support</b> - Assists & supports classroom teachers with meeting the needs of students			

**TRI-RIVERS CAREER CENTER  
NON-INSTRUCTIONAL EMPLOYEE SUMMATIVE EVALUATION FORM**

EMPLOYEE \_\_\_\_\_

EVALUATOR \_\_\_\_\_

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**Supervisor's Comments:**

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

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**Employee's Comments:**

Signature of the staff member does not imply agreement with this evaluation. It means that the staff member has seen the evaluation. The staff member has the right to file statements of explanation or denial with the evaluation.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

**APPENDIX G**

**Sick Leave Donation Form**

Name \_\_\_\_\_ Date \_\_\_\_\_

I wish to donate a day \_\_\_\_\_

Signature \_\_\_\_\_

Once days have been donated to the Sick Leave Bank they are no longer yours and cannot count toward severance. However, donation to the sick leave bank does NOT affect the attendance incentive offered by contract. Please refer to Article 2200 of the Negotiation Agreement for additional details regarding the Sick Leave Bank.

**APPENDIX H**

**Sick Leave Bank Application Form**

Name \_\_\_\_\_ Date \_\_\_\_\_

1. Did you donate days to the sick leave bank this contract year? \_\_\_\_\_
2. Have you exhausted all of your own sick leave and advanced days? \_\_\_\_\_
3. Is this application the result of your personal catastrophic illness/injury/accident? \_\_\_\_\_
4. Do you agree to waive the HIPAA requirements regarding release of information? \_\_\_\_\_
5. Have you attached or provided a doctor's statement? \_\_\_\_\_
6. Do you understand that the Sick Leave Bank Committee members will be reviewing your attendance records? \_\_\_\_\_
7. Number of days requested (maximum of 20) \_\_\_\_\_
8. Please explain the reason for your request. (Use additional pages if necessary)

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Signature: \_\_\_\_\_

Per Article 2200 of the Negotiated Agreement, payback of sick leave days is expected within a reasonable time and it must occur before severance is disbursed or sick leave is transferred. Application is subject to determination of the Sick Leave Bank Committee.

**APPENDIX I**

FOR OFFICE USE ONLY

Tuition	65%	Reimb
X	=	

FOR OFFICE USE ONLY

Date	Time	Ver

**APPLICATION FOR TUITION REIMBURSEMENT**

Having read the attached board policy and procedures regarding tuition reimbursement, I hereby request to be considered an applicant for tuition reimbursement. I plan to attend

\_\_\_\_\_ during the \_\_\_\_\_  
 Name of Institution Session

and desire tuition reimbursement for the following courses:

Course Name	Course Number	Qtr. Hours	Sem. Hours

Are any of these hours required to meet certification requirements for renewal of your certificate?

Yes \_\_\_\_\_ No \_\_\_\_\_. If yes, how many?

I also understand that I will remain an employee of the Tri-Rivers Joint Vocational School District a full year following the completion of a course or refund the Board of Education the tuition reimbursement received as per Item 7 of the attached policies and procedures.

**\*\*Before you can be paid for tuition reimbursement, the following must be submitted:**

- 1. Grade verification**
- 2. Verification of cost per credit hour (*Tuition and Instructional Fee Only, exclude general fee, parking, late fee, etc.*)**
- 3. Receipt for payment of tuition**

Example: receipt from college or university, canceled check, credit card statement, credit card receipt)

Signed \_\_\_\_\_

Date \_\_\_\_\_

**THE BACK OF THIS FORM MUST ALSO BE COMPLETED**

rev 06/08

Tuition Reimbursement Information

Section I and II must be completed in order to be approved for tuition reimbursement.

SECTION I

- 1. Name
- 2. Current Position
- 3. If you are a certificated employee, list all areas of certification:
- 4. Do you currently hold a bachelors degree? yes \_\_\_ no
- 5. Is the course taken a graduate level course that qualifies you for a different position or advanced degree? yes \_\_\_ no
- 6. College or university offering course
- 7. Course title

SECTION II

I understand if I receive tuition reimbursement for a graduate level course that qualifies me for a different profession; the reimbursement is taxable income and will be paid through payroll.

If I answered yes on #5 in Section I, I understand this tuition reimbursement will be paid through payroll and taxed as income.

If I answered no on #5 in Section I, I understand this reimbursement will be paid as a business expense reimbursement and will not be taxed.

\_\_\_\_\_  
Signature of Employee

PRE-APPROVAL OF TUITION REIMBURSEMENT FUNDS

I, approve the estimated amount of \$ \_\_\_\_\_ to be paid to \_\_\_\_\_ upon completion of the course work and the requirements as outlined on page 1 of this form.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent

**CERTIFICATE**  
(O.R.C. 5705.412)

**RE: NEGOTIATED AGREEMENT BETWEEN THE TRI-RIVERS JOINT  
VOCATIONAL SCHOOL DISTRICT BOARD OF EDUCATION AND  
THE TRI-RIVERS EDUCATION ASSOCIATION**

**EFFECTIVE JULY 1, 2016 - JUNE 30, 2019**

IT IS HEREBY CERTIFIED that the TRI-RIVERS JOINT VOCATIONAL SCHOOL DISTRICT BOARD OF EDUCATION has sufficient funds to meet the contract, obligation, payment, or expenditure for the above, and has in effect for the remainder of the fiscal year and the succeeding fiscal years the authorization to levy taxes which, when combined with the estimated revenue from all other sources available to the District at the time of certification, are sufficient to provide operating revenues necessary to enable the District to maintain all personnel, programs and services essential to the provision of an adequate educational program on all the days set forth in its adopted school calendars for the current fiscal year and for the two succeeding fiscal years as this certification shall cover the term of the contract.

DATED: 6-22-16

TRI-RIVERS JOINT VOCATIONAL  
SCHOOL DISTRICT  
BOARD OF EDUCATION

BY:   
\_\_\_\_\_  
Treasurer

BY:   
\_\_\_\_\_  
Superintendent of Schools

BY:   
\_\_\_\_\_  
President, Board of Education