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Master Contract

Between

The Four County Joint Vocational School District
Board of Education

And

The Four County Joint Vocational School
Education Association

July 1, 2016 through June 30, 2017

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ARTICLE I: RECOGNITION

The Four County Joint Vocational School District Board of Education, hereinafter referred to as "Employer," hereby recognizes the Four County Joint Vocational School District Education Association an affiliate of the Ohio Education Association and the National Education Association, hereinafter referred to as "Association," as the sole and exclusive bargaining representative for the purpose of and as defined in Chapter 4117 of the Ohio Revised Code for the following:

CERTIFICATED: Includes all regularly employed full-time Certificated personnel. Regularly employed Certificated staff shall be deemed to include instructors regularly teaching one or more class periods per day, and all other individuals holding or obtaining limited or continuing contracts of at least nine (9) months duration.

CLASSIFIED: Includes all full-time or regularly employed part-time Classified personnel as follows: Office Personnel (includes receptionist, secretary, education aide), Accounting Specialist (includes Accounting Specialist and Technology Helpdesk Specialist, Public Relations Coordinator, Systems Administrator, Test/Intervention Instructor, Technology Specialist, Job Coach, In-School Studies Monitor, Preschool Aide/Day Care Staff Person, Warehouse Specialist, Maintenance, Cook, Assistant Cook, and Custodian.

Excluded: All management-level employees, supervisory and confidential employees as defined in Ohio Revised Code 4117.01, including superintendent, all administrative directors, principals, assistant principals, supervisors, administrative coordinators, tutors, substitute teachers, treasurer, assistant treasurer, executive secretary, supervisor of building and grounds, assistant supervisor of buildings and grounds, supervisor of food service, student employees, Option IV job training coordinators, secretary to Career and Technical Director and adult education instructors.

ARTICLE II: NEGOTIATIONS PROCEDURES

A. SCOPE OF NEGOTIATIONS

The subjects of bargaining shall be wages, hours, or terms and other conditions of employment, the election, modification, or continuation of a provision of this contract.

B. ACCESS TO INFORMATION

Upon request by the Association and in compliance with the Ohio Revised Code, Section 149.43, the Board shall supply all regularly and routinely prepared information, financial or otherwise. Upon request by the Association, the Board and Superintendent agree to furnish, in a reasonable period of time, such other public information as will assist the Association in developing intelligent, accurate, and constructive proposals. Upon request by the Board, the Association agrees to furnish all available information on its proposals to the Board's negotiating team. Personal notes and/or rationale developed to support proposals shall not be construed as information available for exchange except as may be divulged as part of a proposal or as otherwise may be released by the respective parties.

C. REQUEST FOR MEETING

Either the Board of Education or the Association may initiate negotiations for a successor agreement by a letter of submission forwarded to the other party no later than one-hundred twenty (120) calendar days before this Agreement expires. The earliest date that a request to initiate negotiations from either the Board of Education or the Association can occur is one- hundred fifty (150) calendar days before this agreement expires. The initial bargaining session shall be conducted within fifteen (15) working days after receipt by the other party of the submission letter, unless the parties mutually agree to extend this deadline.

D. DIRECT REQUESTS

Requests to open negotiations shall be in writing and shall be sent by certified mail to the receiving party or by personal service. If the service is by personal service, the receiving party shall initial and date the copies. Board requests shall be directed to the president of the Association. Association requests shall be directed to the Superintendent of the District.

E. NEGOTIATION PERIOD

The length of the negotiation period shall be a maximum of forty-five (45) school days commencing with the initial agenda-setting session, unless an extension is mutually agreed to. "School Days" shall mean normal workdays when school is in session and students in attendance and shall correspond with the working hours scheduled for administration. The negotiating period shall not extend beyond May 1 of any calendar year, unless the Association and Board mutually agree to the extension.

F. INTEREST BASED BARGAINING PROCEDURE

Interest Based Bargaining shall be an optional method of negotiations employed by the Board and the Association.

1. Team Make-Up -
   Teams will consist of five members each. No alternates will be used. There will be release time and work schedule adjustment for all members. A quorum will be three of five members present. Both sides will be responsible for selecting their respective team members.

2. Meeting Times -
   Meeting times, starting and ending session times, locations, cost of outside locations expenses, and completion goals to be established by the current teams.

3. Outside Observers -
   No observers will be allowed at bargaining sessions. Experts and resource people may attend as necessary with mutual agreement between both teams.

4. Communication -
   All press releases will be joint and kept to a minimum. Internal releases to constituents regarding negotiation updates will be kept to a minimum and with advance notice to the other party. IBB discussions are agreed to be confidential.

5. Ratification -
Attempt to complete assembly of final contract within short time of ratification; joint presentation to each constituency by complete team on tentative agreements reached; "opposite" team members leave to allow vote and discussion.

6. Caucus -
Agree to keep to a minimum, but each party has right to call caucus. If caucus takes longer than 15 minutes, then give other team best estimate of time needed. Upon return, inform other team of purpose or nature of caucus. This does not mean disclosing specifics of conversation.

7. Information Process -
Assign a note taker and flip chart recorder.

8. Bargaining Information -
Agreement to full and open information sharing as needed to resolve issues. Includes information exchange, information gathering and confidentiality.

9. Miscellaneous Process -
Reach agreement on disposition of item prior to moving on to next issue; no personal attacks; there will be one and only one conversation; all agreements to be by consensus; a consensus reached cannot be changed by disagreement of someone absent at the meeting in which consensus was reached; team members shall not sit in the same seat nor next to the same person two sessions in a row; there is no ownership of ideas; breaks will be taken as necessary; full participation by all members; process concerns should be raised when they occur; freedom to invent without criticism; criticism and revision follow the invention stage; probing the link between interest and option is desirable; at the end of each session, check on the need to "sum up before we stand up;" incorporated FMCS consensus guidelines; meetings to be conducted informally.

10. Transitional Ground Rules -
Each party pledges an earnest effort to make IBB a successful venture; however, either party has the unilateral right to abandon the process at any time without being subjected to an ULP charge.

Upon returning to traditional bargaining, items tentatively agreed upon prior to transition remain TA'd. Each party has the right to establish fresh positions on issues discussed but not resolved and those issues on the agenda but not discussed without regard to IBB discussion. No new issues may be added to those issues already on the agenda. There is an obligation to bargain re: order and packages as agreed in pre-negotiation meeting.
Any return to traditional bargaining shall be governed by the existing contract procedure. When returning to traditional bargaining, the steps immediately following this paragraph shall be used.

G. TRADITIONAL NEGOTIATION SESSIONS

At the first meeting the Board and the Association representatives will each present their written proposals, establishing the intent of the proposal, with the final wording to be resolved after all pertinent information has been made available according to Item B "Access to Information" of this Article. The first item of business at the next scheduled session shall be the establishment of a signed agenda of items, based on the complete proposals presented to each other.

All negotiations shall be conducted in executive session exclusively between said representatives.

Meetings will be scheduled to negotiate proposals until tentative agreement on all items is obtained or impasse is reached. Prior to the completion of each negotiation session, a mutually agreeable time, place, and date shall be set for the next negotiation session.

1. Caucus -
   Agree to keep to a minimum, but each party has right to call caucus. If caucus takes longer than 15 minutes, then give other team best estimate of time needed. Upon return, inform other team of purpose or nature of caucus. This does not mean disclosing specifics of conversation.

2. Composition of Negotiating Team -
   The Association shall, without restriction, select that individual or those individuals who shall comprise the Association negotiating team, the total not to exceed five (5) in any session.

   The Board shall, without restriction, select that individual or those individuals who shall comprise the Board's negotiating team, the total not to exceed five (5) in any session.

   In the initial negotiations meeting, the name of the chairperson of each negotiating team will be provided for the other party. The chairperson of each team shall be empowered to initial agreements for his/her team.

3. Authority to Negotiate -
   The Board and the Association mutually agree that their representative will be clothed with all power and authority to make proposals, and counter proposals in the course of negotiations. The Board and the Association pledge to negotiate in good faith, which requires both parties to be willing to react to each other's proposals and/or make counter proposals; and/or make concessions with the intent of each reaching an agreement. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons and/or offer counter proposals. Good Faith or Authority to Negotiate does not mean that either negotiation team is empowered to make a final commitment without ratification by the Association and Board, respectively.

4. Assistance -
The parties may call upon competent professional and lay representatives. Up to three (3) consultants may be used by each of the parties in any of the negotiation meetings. Either party may also enlist any necessary clerical assistance. The cost of the above services shall be borne by the inviting group unless it is mutually agreed to share the expenses.

5. Protocol -
No action to coerce or censor or penalize any negotiating team member shall be made or implied by any other member as a result of participation in the negotiating process.

6. News Release -
During the negotiations process, either side may make a news release at any time. However, each side shall provide the other side with a copy of the news release prior to release.

7. Agreement -
As tentative agreement is reached on each item during the negotiating period, that agreement shall, unless otherwise agreed to by the parties, be reduced to writing and initialed by each team. It is understood that tentative agreement on the entire package is not reached until all matters have been agreed to or disposed of.

Final agreement reached through negotiations shall be reduced to writing and submitted to the Association membership for approval. Upon approval by the Association, the agreement shall be submitted to the Board of Education for adoption by resolution and all of the Board's Negotiators shall recommend approval. If approved by both parties, the agreement shall then become a contract between the parties and shall be signed on behalf of the parties.

8. Final Agreement -
Upon approval by both the Association and the Board of Education, four copies of the total agreement shall be signed within 45 calendar days by the President of the Board of Education and the President of the Association or respective designees. Both parties shall retain a signed copy of the final agreement, which shall be binding upon both parties.

H. DISPUTE RESOLUTION

Section 1. Responsibilities
The parties pledge themselves to negotiate in good faith, and in the event of failure to reach agreement, to utilize in good faith such mediator/impasse resolution facilities as are or may be provided.

Section 2. Assistance of a Mediator
Unless the parties mutually agree to an extension, if agreement is not reached on matters being negotiated at the end of the forty-five (45) day negotiating period set forth above, or not later than forty-five (45) days prior to the expiration date of this Agreement, either party may declare an impasse and request that an impartial mediator be appointed.

The request for a mediator shall be submitted to the Federal Mediation and Conciliation Service whose rules shall govern the selection of such mediator.

Except by mutual consent, the selection and mediation process shall not extend for more than twenty (20) working days from the date of declaration of impasse. The parties shall be permitted to postpone or extend the mediation process by not more than fifteen (15) working days and shall not extend beyond the expiration of this agreement except by written agreement of the parties prior to such expiration. All such extensions shall be for a specified period of time.

Costs which may be incurred in securing and utilizing the service of a mediator shall be shared equally by the Board and the Association.

Section 3

This procedure set forth herein shall supersede statutory impasse provisions of 4117.14. This article does not diminish or preclude the legal right to strike provided that the procedures herein have been followed, exhausted and failed, the Collective Bargaining Agreement has expired, and the Association has given the Board a ten (10) calendar day notice with a copy to the State Employment Relations Board.

ARTICLE III: GRIEVANCE PROCEDURE

A. DEFINITION

1. A grievance is defined as a misapplication, misinterpretation or alleged violation of a written provision of the Collective Bargaining Agreement.

2. "Days" shall mean days of the adopted school calendar with students in attendance. The counting of days shall exclude the first day and include the last day of any requests, hearing, or response period.

3. "Grievant" shall mean a Bargaining Unit Member, the Association, or a group of Bargaining Unit Members.

4. "Representation" or "Representative" shall mean: an Association Officer or the Labor Relations Representative assigned to the Association.

B. GENERAL PROCEDURE

1. The grievant may be represented at all stages of the grievance by a representative as defined above.

2. When any member of the Bargaining Unit brings a complaint or grievance and is not represented by the Association, the Association shall have the right to have its representative present, to state the views of the Association and offer testimony at all stages of such hearing process or procedure.

3. The number of days at each step shall not exceed the maximum.

4. If the grievant does not present a grievance within twenty (20) days of the occurrence of the act or conditions on which the grievance is based, then the grievance shall be considered waived. The grievance shall commence at the step that remedy can be given.

5. Hearings held under this procedure shall be conducted at a time and place which will afford a full and reasonable opportunity for all persons entitled to be present to attend.

6. The "Grievance Report Form" shall be that as represented in forms Appendix F.

7. When the Association is the Grievant, the process shall begin by filing the grievance at Step 1 and then at each succeeding step. It is understood that an absence of the authority to settle the grievance at a Step will result in an initialing of the grievance and the forwarding of the grievance to the next step within three (3) days.

8. If a timeline provided in Step 1 or Step 2 is missed due to the absence or unavailability of the appropriate Administrator, a grievance may be submitted at the next higher step.

9. At each step a grievance shall be signed and dated by the grievant and by the receiving Administrator.

10. It is the understanding of the parties that matters leading to the filing of a grievance will be discussed informally with the appropriate Administrator.

11. All dispositions of grievances shall be in written form.

STEP I

If the informal claim is not resolved within five (5) days, it may be pursued further by submitting the prescribed form. Copies of this form shall be submitted by the grievant to his/her immediate supervisor. Within five (5) days of the receipt of the Grievance Report Form, the immediate supervisor shall meet the grievant. The immediate Supervisor shall write a disposition of the grievance within seven (7) days after such meeting.

STEP 2

If the grievant or the Association is not satisfied with the disposition of the grievance at Step 1, the grievant, through the Association or the Association individually may initiate Step 2 within 5 days of the Step 1 disposition, by submitting the proper forms to the next higher Administrator who has authority to bring about a resolution of the matter.

After such meeting but within seven (7) days after receipt of said form, the Administrator shall indicate his/her disposition in writing with copies to all parties. If such disposition is not timely filed, the grievance will be automatically forwarded to the next Step.

STEP 3

If the grievant or the Association is not satisfied with the disposition of the grievance at Step 2, the grievant, through the Association or the Association individually, may submit the grievance to the Superintendent or his/her designee using the prescribed form. The

Superintendent or designee shall meet with the grievant within five (5) days after receiving the form. Within seven (7) days of this meeting, the Superintendent or his/her designee shall write his/her disposition of the grievance.

STEP 4

If the grievant or the Association is not satisfied with the disposition of the grievance at the previous step, the grievant, through the Association or the Association individually, may submit the grievance, within (5) days, to an impartial arbitrator by filing a request for arbitration with the Superintendent. The demand for arbitration with the request for an arbitrator shall be submitted to the American Arbitration Association in accordance with its rules, which rules for voluntary labor arbitration shall likewise govern the arbitration proceeding. A second list may be requested by either party. Both parties may be represented at the arbitration hearing. The jurisdiction and authority of the arbitrator and his/her opinion and award shall be limited to the interpretation of the written provisions of this Agreement. The arbitrator shall have no power to alter, add to, or subtract from or in any way modify the terms and conditions of this Agreement or Board policy, rules, regulations, practices, and/or procedures affecting members of the Bargaining Unit. A court of competent jurisdiction shall be the appropriate forum for the resolution of disputes over whether or not any written provisions of said Agreement and Board policy, rules, regulations, practices, and/or procedures affecting members of the Bargaining Unit are contrary to law.

In any arbitration proceeding where a question concerning the arbitrator's jurisdiction over the grievance is raised, the arbitrator shall make a separate decision on the question of arbitrator jurisdiction. In his/her decision, the arbitrator shall first rule upon the jurisdiction issues and, if the arbitrator has no jurisdiction, he/she shall make no decision or recommendation concerning the merits of the grievance. Nothing contained herein shall prohibit the arbitrator from taking all evidence of the jurisdictional issues and the merits of the grievance in a single hearing. The arbitrator will render arbitrator decision in writing within thirty (30) days, or such additional time as the parties may in writing agree, after any grievance has been submitted to the arbitrator. Arbitrator decision when so rendered as required by law will be binding upon the parties and may be enforced in any court of competent jurisdiction.

The fees and expenses for the services of the arbitrator only will be borne by the losing party.

ARTICLE IV: ASSOCIATION RIGHTS

A. ASSOCIATION USE OF FACILITIES

The Association shall be permitted to use the Board's facilities and equipment for the transaction of official Association business at times that will not interfere with the regular operation of the building. Bargaining Unit Members who use the facilities and equipment must not leave their assigned work schedules to do Association work.

B. DISSEMINATION OF INFORMATION

The Association or its representatives shall have the right to:

1. Place notices, circulars, and other material in Bargaining Unit Members' mailboxes.

2. Use of a reasonable amount of space on existing Bulletin Boards located in the faculty lounge and work areas readily accessible to and normally frequented by faculty.

C. DEDUCTION OF DUES

Section 1
Upon the written authorization of a Bargaining Unit Member, the Board shall cause to have deducted from said Bargaining Unit Member's wages the amount stated in the written authorization for the Association annual dues only. The Association Treasurer will forward to the Treasurer all such written authorizations at one time by October 20. Any written authorization request received after October 20 date will not be honored.

All Bargaining Unit Members who become members of the Association shall maintain their membership in the Association that year and each year thereafter, provided, however, that any such Bargaining Unit Member may resign from membership in the Association during an open window period of September 15 to October 15 in any given year with said resignation to be effective for the succeeding membership year.

Section 2 Membership Dues Deduction
The Association shall have the right to payroll deductions of membership dues. Such payroll deductions shall be made in sixteen consecutive equal installments beginning with the first pay period in November. Payroll deductions shall be pursuant to Ohio Revised Code 4117.09 B2 and this contract.

Section 3 Transmittal of Deductions
The employer on the date payroll checks are distributed will have ready for the Association a single check in the amount of all dues so deducted. The check will be held in the Business Office for the Association Treasurer.

D. PERSONNEL DIRECTORY

The Administration will provide all staff members with a directory listing the names, addresses, listed phone numbers and job assignments of all regular employees of the Board.

E. RIGHTS UNDER LAW

Nothing contained herein will be construed to restrict or deny any Bargaining Unit Member's rights under the law.

F. NO REPRISAL CLAUSE

There will be no reprisals or penalties of any kind taken against or levied upon any Bargaining Unit Member by reason of his/her membership in the Association or participation in any of its activities.

G. PAST PRACTICES

In accordance with past practice, the Association may continue the use of the PA System for announcements during non-student time as long as prior permission has been granted by the Superintendent or his/her designee. The Association will be granted continued, reasonable use of Board equipment and supplies, and will continue to pay for reasonable cost for use of Board equipment and supplies. The Association will be given the right to conduct Association business during school hours as long as there is no interference with the teaching process, work schedule, or school business.

H. ASSOCIATION VISITATION

The President of the Association or a member of the Executive Committee, and/or Labor Relations Consultant for the Association will have the right to visit individual staff members on the individual staff member's conference period and lunch period. The President of the Association or a member of the Executive Committee shall not leave their assigned duties to visit a staff member on Association business. Upon arrival at the building, the Labor Relations Consultant will first check with the Director of Career and Technical Education or his/her designee prior to making any visitations. Association visitation shall not take place on assigned duty time.

I. ASSOCIATION LEAVE

The President of the Association and/or elected/appointed delegates to meetings of the Ohio Education Association may attend functions of this body without loss of pay. No other expenses for such meetings, other than substitutes shall be paid by the Board. Any individual who qualifies for Association leave shall be limited to three (3) days of Association leave each contract year. Association leave is not accumulative. One of these Association leave days may be used for the Administration and the Associates to jointly plan an annual lobby day in Columbus. This day may be a scheduled workday within the teacher contract year. Only three (3) Association members will be given Association leave for the day.

J. BARGAINING UNIT MEETING ATTENDANCE

1. Classified -
All members of the bargaining unit will be released from their regular duties to attend Bargaining Unit meetings or executive committee meetings after 3:15 p.m. four times per year when no other meetings are scheduled for that day and prior arrangements for the Bargaining Unit meeting has been made. After four meetings, the Bargaining Unit Member will request from the Superintendent or his/her designee to be released from regular duties to attend any additional meetings

2. Certificated -
All members of the Bargaining Unit will be released from their regular duties to attend Bargaining Unit meetings or executive committee meetings after 3:00 p.m. when no other meetings are scheduled for that day and prior arrangements for the Bargaining Unit meeting has been made.

K. DUTY-FREE TIME FOR ASSOCIATION PRESIDENT

The President of the Four County Education Association will be allowed 150 duty-free minutes per week to conduct Association business. The scheduling of this time will be arranged between the Association President and the appropriate Director prior to July 1st.

L. EVERY STUDENT SUCCEEDS ACT (ESSA)

As issues of ESSA present themselves, the Board and Association agree to negotiate these issues, to the extent required by law.

ARTICLE V: EMPLOYMENT PRACTICES

A. ASSIGNMENT (Certificated)

1. The list of anticipated courses to be taught will be provided to each Bargaining Unit Member by the last teacher work day.

   Written notice of courses to be taught will be given to each Bargaining Unit Member on or before August 1, of each year. Master schedules and specific duty assignments will be given on or prior to the first teacher workday.

2. The Association President or designee shall be notified in writing immediately of changes made in a Bargaining Unit Members schedule after August 1. Such changes must be done for unforeseen circumstances or to provide reasonable accommodations to a disabled employee.

3. If grant money or state funding is available to the district and is specifically designated for use with handicapped students then Bargaining Unit Members with six (6) or more handicapped students placed in their program will be given an Educational Aide in accordance with the grant.

B. JOB DESCRIPTION

Job descriptions exist for each position within the organization and will be reviewed by a committee on a rotating basis as determined by the Labor Management Committee (LMC).

The LMC is a joint committee comprising of administration and staff whose purpose is to suggest and monitor the implementation of improvements in efficiency and working conditions, and to resolve minor differences or problems that arise between labor and management. If proposed changes are mandatory subjects of collective bargaining, they must be formally negotiated.

The committee will consist of the Superintendent, Director of Career and Technical Education, and three additional administrative members, the Association President, the Association President Elect, a member of the classified staff, and two additional Bargaining Unit members.

C. ESTABLISHMENT OF NEW POSITIONS

The Board reserves the right to establish new Bargaining Unit positions and the responsibility for those positions.

Whenever the Board establishes a new Bargaining Unit position, a copy of the Job Description and anticipated compensation rate will be provided to the Association concurrent to the posting.

The Association, on receipt, may request within ten (10) days to bargain over Job Description and/or the compensation. If the parties bargain to impasse the dispute resolution procedure of Article II, Negotiations Procedures shall be implemented.

D. VACANCY POSTING

1. A vacancy shall be defined as a newly created position or a present position that is not filled and the Board determines to continue this position.

2. The Superintendent or designee shall prepare a list of all vacancies to be provided to the Association President or designee as soon as they become known. All vacancies shall be emailed to each District employee at their district email address. The position shall not be filled for a period of five (5) working days after the posting except in cases where the position must be filled on an emergency basis to insure continuity of the program. The Association President or designee will be notified whenever possible when an emergency is declared.

3. All internal applicants will receive a written notice of the Board's decision. Any internal candidate that does not receive the position may request a meeting with administration and Association President or designee, to discuss the reasons for denial.

4. Each non-supplemental posting shall contain the following information:

Certificated	Classified
1. Position(s) available	1. Job title (classification)
2. Requirements for job	2. Location of work
3. Deadline for application	3. Starting date
4. Effective starting date	4. Rate of pay
	5. Hours to be worked
	6. Minimum requirements
	7. Job description

5. For classified staff, when applying for a position within their current job classification, qualified applicants are only required to submit a letter of interest in order to be considered.

6. The Bargaining Unit Member's seniority shall be determined by the length of continuous service in the District.

7. All supplemental contracts with the exception of extended day and lab/lab contracts will be posted annually.

E. TRANSFERS (Classified)

Bargaining Unit Members shall not be placed on a lower salary step due to transfer within the classification nor paid at a lesser rate.

F. ASSUMPTION OF DUTIES (Classified)

1. Any Bargaining Unit Member who temporarily assumes the duties of another Bargaining Unit Member will be paid no less than his/her regular rate.

2. Any Bargaining Unit Member who assumes the duties of a higher paying position will be paid at the higher rate.

   Temporary employees may be used to fill a position where a Bargaining Unit Member has a right to return to that position. Such temporary employees shall not be Bargaining Unit Members.

G. EVALUATION (Certificated)

G1. (Forms in Appendix C & D) Ohio Teacher Evaluation System for:

The teacher evaluation procedure contained in this agreement applies to the following employees of the District:

Teachers working under a license issued under sections 3319.22, 3319.26, 3319.222, or 3319.226 of the Ohio Revised Code who spend at least fifty (50) percent of their time providing student instruction.

Teachers working under a permanent certificate issued under section 3319.222 of the Ohio Revised Code as it existed prior to September 2003 who spend at least fifty (50) percent of their time providing student instruction.

Teachers working under a permanent certificate issued under section 3319.222 of the Ohio Revised Code as it existed prior to September 2006 who spend at least fifty (50) percent of their time providing student instruction.

Teachers working under a permit issued under 3319.301 of the Ohio Revised Code who spend at least fifty (50) percent of their time providing student instruction.

Members who are retiring may give notice to the Board before November 15th to be accepted by the Board on or before December 1 of the same school year that the member intends to retire. The retirement will be effective at the end of the school year. In giving notice by November 15th and being accepted by the Board on or before December 1, the employee will not be required to participate in the evaluation process. The letter of intent

to retire is irrevocable upon Board action. The November 15th retirement notice applies only to the evaluation process, and does not act to modify or amend any other provisions of the Master Agreement that apply to notification of retirement and/or retirement incentives.

The Board will not evaluate any member who is on leave for 50 percent or more of the school year. If this occurs in a year that the teacher's contract is eligible for renewal the board may choose to grant the teacher a one-year contract in lieu of a two-year, three-year or continuing contract. In that case, a full OTES evaluation will occur in the following year and the teacher will subsequently be placed back into the normal evaluation cycle.

Any teacher who receives a rating of Accomplished for a summative rating on the OTES will only receive a full OTES evaluation every three (3) years or in any year the teacher's contract is eligible for renewal. If the student growth measure rating falls below "average," the full annual evaluation cycle will apply.

Any teacher who receives a rating of Skilled for a summative rating on the OTES will only receive a full OTES evaluation every two (2) years or in any year the teacher's contract is eligible for renewal. If the student growth measure rating falls below "average," the full annual evaluation cycle will apply.

In the years that a teacher does not receive a full OTES evaluation, the last full OTES evaluation rating will be reported until a new full evaluation is required.

In a school year that a teacher does not receive a full OTES evaluation, there will be one informal observation and one informal conference using the current walkthrough form from Appendix C.2. The walkthrough form from that year will be kept only for purposes of state verification of records and the results will not be used by the administration in future full OTES evaluations.

Any teacher may request a full OTES evaluation during any year; however, the scheduling of such an evaluation must be based on the time lines established by this procedure except in cases of non-renewal or by mutual agreement of the Board and the Association.

1. Evaluators

   An Evaluator is a full-time employee of Four County Career Center. They are State Credentialed. There will be equitable distribution among the Administration. The distribution must be agreed to by both parties and assure that any teacher with less than 5 years at Four County must be evaluated by their direct supervisor. Peer evaluators will be permitted as long as it is agreed to by both parties and the district participates in the PAR program. All satellite teachers will be evaluated by the High School Administration where they are housed. Those housed administrators will serve as third party evaluators, and will follow the Four County evaluation process outlined in this contract.

   When an Evaluator is unable to complete their portion of the evaluation process due to physical or mental incapacity or unavailability, another evaluator will be assigned and complete the evaluation according to ODE guidelines as of July 1, 2013.

2. Continuing Contracts
Teachers meeting all continuing contract requirements may receive continuing contract status if the teacher receives a summative rating of developing or better.

3. Student Learning Objectives (SLO)
All staff being evaluated must use the Four County SLO Form (see Appendix C.1). The Local Professional Development Committee (LPDC) committee will be the SLO committee with the responsibility of approving SLO(s) for the staff. SLO(s) will be due to the approval committee by September 15th. The SLO(s) must be approved or returned for corrections by October 15th. SLO(s) corrections are due back to the committee by October 25th. The SLO(s) that were corrected are due back to staff by October 31st.

4. Walkthroughs
The evaluator will use the Four County Walkthrough form (see Appendix C.2). There will be two (2) walkthroughs per teacher, one each semester, which will last from 3 to 8 minutes in length. The intended purpose of the walkthrough is to continue gathering evidence for OTES.

5. Observations
Teachers must be notified no less than five (5) days prior to the observation.

The Pre-Conference is at the teacher's request. When requested, the Pre-Conference will be held at least one (1) day prior to the observation.

The teacher has the option to restart the observation process due to the absence of the teacher or the evaluator, or in the event of calamity.

The Observation will last at least 30 minutes. The Evaluator will give the member a written copy of their observation within five (5) days of the observation. The Post-Conference to discuss the observation will be within five (5) days after the written copy has been given to the teacher. The whole observation process is not to exceed ten (10) days from the observation.

The 1st Observation cycle has to be completed during the 1st Semester. The 2nd Observation cycle has to be completed by May 1st.

Teachers will have no less than one month to improve upon any deficiencies noted in the observation, prior to the next observation.

6. Growth Plan
All teachers must develop a Growth Plan using the Four County Growth Plan Form (see Appendix C.3). All teachers that receive a summative rating of ineffective must have an Improvement Plan (see Appendix C.4). Ineffective teachers may be assigned a state-certified mentor.

7. The Teacher Performance Components will be given the following percentages: Goal Setting—15%, Formative Assessment—20%, and Evidence—15% (see Appendix C.5).

8. The evaluation process covered by G1 will be evaluated by June 1st of each year during the duration of this contract by the two parties that entered into this contract. This portion may be reopened only to address changes.

The Four County Vocational Education Association and the Four County Board of Education mutually agree that the contractual provisions herein, in regards to the evaluation instrument and the time lines for the use thereof, are intended to supersede the requirements of ORC 3319.11.

Any Teacher may request a written evaluation procedure during any year; however, the scheduling of such an evaluation must be based on the timelines established by the evaluation schedule of the Director and the evaluation required by this procedure except in cases of non-renewal.

1. Assuming Position of Immediate Supervisor

When an immediate Supervisor is unable to complete their portion of the evaluation process due to physical or mental incapacity or unavailability, the Career and Technical Director will assume the position of the Supervisor and complete the evaluation.

2. Procedures

Teachers meeting continuing contract requirements must notify the Director of Career/Technical Education in writing of their eligibility by September 30th for evaluation purposes related to obtaining a continuing contract. Teachers meeting all continuing contract requirements must notify the superintendent in writing of their continuing contract eligibility prior to March 1st.

The teacher should feel free to include or attach additional written statements at any time during the current appraisal process. The Director may be asked to sign statements submitted to acknowledge receipt and examination.

The first observation shall take place after the first week of school and prior to the end of the first semester. This observation shall be a maximum of thirty (30) minutes in duration.

The first observation summary will be provided to the teacher at least five (5) workdays prior to the first conference.

The first conference held between the instructor and evaluator shall be within ten (10) workdays following the observation.

The second observation at a maximum of thirty (30) minutes will follow the first conference at least ten (10) workdays prior to the second conference.

The final evaluation summary shall be provided to the teacher at least five (5) workdays prior to the second conference.

The second conference shall be completed by May 1. The second conference record will be the official file copy.

The evaluation process may be extended by Superintendent on an individual basis due to extenuating circumstances such as absence or illness of staff members.

The Teacher, immediate Supervisor, and Director, shall sign the official file copy of the second conference record to indicate that they have examined and discussed the contents. Signature of Instructor indicates completion of appraisal and not necessarily agreement.

Any comments or recommendations for action by the Superintendent shall be included on the second conference record. The Superintendent has sole authority to recommend to the Board of Education any contract action on staff members including renewal, probation, or dismissal.

For those teachers whose work is less than satisfactory, the appraisers are asked to summarize the following:

a. The appraisal conferences that have been held with the appraisee during the year.

b. A statement, which will identify the nature of the unsatisfactory performance.

c. A statement of help and/or suggestions offered. (The appraisee is to have a copy of the second conference record including the above items. The appraisee's signature on the Second Conference Record indicates receipt of a copy of the summary, but not necessarily full agreement with it.)

In accordance with the time schedule identified in this section of the procedure, all teachers with a one-year teaching contract will be evaluated one time per year during the first two years of teaching at Four County Career Center.

Bargaining Unit Members will be evaluated in the last year of their contract. Refer to "Sequence of Teaching Contract" Article V – Employment Practices – Teacher Contracts. An annual observation and follow-up conference should be conducted on the years that the formal professional evaluation procedure is not conducted.

Teachers on continuing contract status will have a written professional evaluation conducted each third year, effective the year the teacher is placed on continuing contract. Observations should be conducted on the years that the final professional evaluation procedure is not conducted.

Note: Items 3, 4 and 5 apply to all certificated staff.

3. Philosophy

The philosophy of the evaluation instrument is to help the Teacher maximize skills and improve upon them. The main concept of this philosophy is contained in the following outline.

a. The primary focus is:
   1. Teacher performance

b. The appraisal system is linked to:
   1. Professional growth
   2. Improvement in teaching performance

c. The immediate Supervisor conducts the performance appraisal with input from the Director of Career and Technical Education whose final approval is required.

d. The Appraisal Procedure should provide guidance for professional improvement.

e. The evaluation provides opportunity to recommend experience for:
   1. Professional growth
   2. Developing the teacher to his/her fullest potential by giving specific written suggestions when deficiencies are noted.

f. The performance criteria should be:
   1. Established
   2. Clearly identified

4. General Procedures

a. At the beginning of each school year (prior to September 1), the Administration shall acquaint all teachers with the school district's performance expectations, evaluation procedures, criteria, and instruments which may be used in the evaluation process, and will clearly set forth in writing and distribute same to all teachers who have not previously received such performance expectations and evaluation procedures, criteria and instrument. A conference between an individual teacher and his/her immediate Supervisor may be necessary to establish individual goals.

b. The evaluator and the teacher meet and discuss those areas that need improvement.

c. The evaluator will conduct informal observations at his/her discretion. For purposes of evaluation, a teacher observation cannot occur immediately before or after a holiday. This does not preclude the administration from referencing observations of inappropriate behavior in the manner prescribed by the observation procedure.

   1. Teacher's signature acknowledges discussion and review only.

2. Copies are forwarded to the Superintendent.
3. The final summative ratings, and other evaluation material will be placed in the teacher's personnel file; this file is available for examination by the teacher who may attach written additional information.
4. All copies of evaluations will be retained.

d. Staff members with strongly noted performance deficiencies and staff members with performance deficiencies whose contracts are to be considered for renewal will be formally observed on two (2) occasions for at least thirty minutes each occasion. These observations will occur within ten (10) working days from the date of the immediate Supervisor/ staff member evaluation conference in which the deficiency(s) was first noted.

e. Parental or citizen complaints shall be brought to the attention of the staff member against whom they are lodged within ten (10) working days after they have been brought to the attention of the Administration. Any such staff member will be given the opportunity to respond and/or rebut the substance of any such complaint. Both the complaint and the staff member's response may be documented and placed in the staff member's personnel file.

f. The procedural aspects of evaluation set forth in this Article are subject to the Grievance Procedure of Article III. Only procedural compliance may be grieved. The substance or the conclusion of the evaluation process cannot be grieved.

5. Probation Procedure

a. The Career and Technical Director will recommend to the Superintendent any staff member to be placed on probation.

1. There will be two official observations in the year succeeding the year placed on probation following the schedule established for observation and conferences.

2. Teacher may be placed on probation at any time for a period of one year, but not to exceed two years.

3. Teacher may be placed on probation by the Superintendent. If the Superintendent places the teacher on probation, notification of such placement shall be given to the teacher involved, the Career and Technical Director, and the Board of Education.

4. If, however, the reason for the recommendation for the staff member to be placed on probation and the subsequent placing on probation is due to conduct or actions on the part of the staff member which are purported to be detrimental to the effectiveness of the classroom, the school, or the district, the placement of the staff member on probation may be at any time during the school year. If the placement occurs early enough in the school year and does not

require the suspension of the teacher from the normal classroom duties, the procedure identified above will also prevail.

5. If such placement occurs after December 31 of the school year, the evaluation process can be accelerated so that sufficient opportunity for correction of the purported actions may be given. Two observations shall then be scheduled prior to May 1 of the school year.

b. At the end of such two-year probationary period, the Teacher shall be placed on regular status beginning with a two-year contract or released as per the recommendation of the Superintendent.

c. Suspension Procedure

1. Certificated staff member may be suspended from regular duties with pay up to ten days or until a formal hearing is held (ORC 3319.08).

2. If in the opinion of the Superintendent with subsequent ratification by the Board of Education, the staff member has conducted himself/herself in a manner that cannot be condoned in any form, such as gross inefficiency, immorality, willful persistent violation of reasonable regulations of the Board of Education, or for other good and just cause leading to the termination of a contract, or until a formal hearing can be held, and in the opinion of the Superintendent their presence in the school or their intention to resume their normal duties might prove disruptive to the education process or might cause irreparable damage to the students under his/her control or to other staff members, the staff member may be suspended.

3. The suspension of the Certificated staff member shall be based upon the recommendation of the Superintendent to the Board of Education.

4. The decision as to whether the suspension should lead to the termination of the contract by the majority of members of the Board of Education as well as any other action taken by the Board of Education or the Certificated staff member in this connection, shall be made pursuant to Ohio Revised Code, Section 3319.16.

G.2. EVALUATION (Classified) (Forms in Appendix E)

1. <u>Scope and Procedure</u>

Prior to October 15, the immediate Supervisor shall acquaint the Bargaining Unit Members under his/her supervision with written performance expectations for the year, evaluation procedures, criteria, and instruments, which may be used in the evaluation process.

Prior to February 1, or prior to any contemplated transfer, promotion, or discharge, each support personnel Supervisor will complete an evaluation for report of the Bargaining Unit Member's qualifications, progress, and ability to do the job, which he/she is presently assigned. The Bargaining Unit Member's evaluation shall be completed by the Supervisor who has the Bargaining Unit Member under his/her direct supervision with input from any other Administrator or Administrators who also supervises the Bargaining Unit Member.

The Appraisal Form shall be completed by an Administrator who has classified personnel working under their direct supervision, on the time schedule of prior to February 1, or fifteen (15) days prior to the expiration of the initial 90-day probationary period or previous to any contemplated transfer, promotion, or discharge.

After the initial review and approval meeting, the form will be returned by the appraiser to confer with the appraisee regarding any recommendations that may have resulted from the initial review and approval meeting. Within ten (10) days from the date of the initial review and approval meeting, the completed form will be sent to the Superintendent for final review and approval.

Any classified employee may request a written evaluation procedure during any year; however, the scheduling of such an evaluation must be based on the time lines established by the evaluation schedule of the Appraiser and the evaluation required by this procedure.

Bargaining Unit Members on approved sick leave during any of the designated timelines above will make arrangements with the immediate Supervisor for the implementation of these time lines that were not adhered to because of the Bargaining Unit Members sick leave.

All formal monitoring of observation of the work of each bargaining unit member shall be conducted in person and with the full knowledge of the bargaining unit member. Bargaining Unit Member evaluation shall be by formal or informal observation of the Bargaining Unit Member. Work observation shall be for periods of time that accurately sample the Bargaining Unit Member's work.

If a Bargaining Unit Member is evaluated informally and deficiencies are observed, there will be a conference held with the employee within three (3) working days of the noted deficiencies.

Employees on one year, two year, or probationary contract shall be evaluated no more than three (3) times per year. Employees on a continuing contract shall be evaluated on the year proceeding being placed on continuing status, and on a bi-annual basis thereafter; employees changing positions from one classification to another shall be evaluated during the initial year of the change of position and bi-annually thereafter.

All evaluations shall be put in writing and a copy given to the Bargaining Unit Member within ten (10) working days of the evaluation.

When the supervisor who completes the evaluation states the Bargaining Unit Member is doing unsatisfactory work, the Supervisor will identify ways in which the Bargaining Unit Member can improve his/her unsatisfactory work performance and note them in the prescriptives.

Following each formal evaluation that shall include a conference with the evaluator, the Bargaining Unit Member shall sign and be given a copy of the evaluation report. In no case shall the Bargaining Unit Member's signature be construed to mean that he/she necessarily agrees with the content of the evaluation.

A bargaining Unit Member may submit additional comments to the written evaluation if he/she so desires.

The procedural aspects of evaluation set forth in this contract are subject to the grievance procedure of Article III. The substance or the conclusion of the evaluation process cannot be grieved. Only procedural compliance may be grieved.

When the evaluation is completed, it will be forwarded to the office of the Director of Operations for initial review and approval in concurrence with the evaluator.

Each Bargaining Unit Member's evaluation shall include at the conclusion of the report this statement: Considering all factors, the work performance of this Bargaining Unit Member is:

Satisfactory -	Performance meets standards in majority of areas or exceeds normal expectations
Developing -	To meet a "Satisfactory" rating, improvement is needed
Unsatisfactory -	Significant improvement required in order to obtain a "Satisfactory" or a "Developing" status.

Completing the evaluation form does not complete the evaluation process. This process is on-going and informal evaluations will be part of the total evaluation process. The immediate Supervisor will conduct informal evaluations at his/her discretion. In the absence of the immediate Supervisor, the Superintendent will be responsible for the evaluation process.

If the appraisee feels that he/she does not agree with the appraisal form prior to the form being sent to the Superintendent, the appraisee may request an appeal hearing before an Appeal Committee made up of the following: the Superintendent, Director of Operations, and the appraiser involved in the original appraisal. Such request for an appeal hearing will determine the final recommendations made by the Appeal Committee in connection with the Employee's Appraisal Form.

Regardless of which of the above two procedures is followed, after the initial review and approval meeting, a maximum of two completed evaluation instruments will remain in the employee's official personnel file.

2. Probation

Classified employees who have been recommended by the Director of Operations to be placed on probation and who are notified by the Superintendent that they have been placed on probation, subsequently, shall have their job performance officially evaluated at least twice by the Administrator charged with regular evaluation in the year succeeding the year that he/she is being placed on probation. One of the evaluations shall be conducted prior to December 15, in the year succeeding notification of probation, and the second official evaluation shall be conducted prior to March 10, of the year succeeding notification of probation. Bargaining Unit Members who have been placed on probation shall have their job performance officially evaluated at least two (2) times by their immediate Supervisor in the year following the year he/she was placed on probation. One of the evaluations shall be conducted prior to December 1, in the year following notification of probation, and the second official evaluation shall be conducted prior to February 1, of the year following notification of probation.

a. Classified employees may be placed on probation by the Superintendent or designee at any time for a period of up to one year, but not to exceed two years. If the Superintendent or designee places the classified employee on probation, notification of such placement shall be given to the classified employee, Association President, the immediate Supervisor, the Director of Operations, and the Board of Education.

If the classified employee is placed on probation as an outgrowth of the evaluation process identified above, the process as identified shall prevail. If, however, the reason for the recommendation for the classified employee to be placed on probation and the subsequent placing on probation is due to conduct or actions on the part of the classified employee which are purported to be detrimental to the effectiveness of the educational process of the school or the district, the placement of the classified employee on probation may be at any time of the school year. If the placement occurs early enough in the school year and does not require the suspension of the employee from their normal duties, the procedure identified above will prevail.

If such placement occurs after December 1 in the school year, the evaluation process can be accelerated so that sufficient opportunity for the correction of the purported actions may be given, or the probationary status may be continued for the next school year or the probation status may be dropped. If the probationary status is continued for the next school year, this second year will be considered to be the second year of the two-year maximum length of probationary status.

A classified employee may be suspended from regular duty, with pay, until a formal hearing is held. If the classified employee, in the opinion of the Superintendent, purportedly has conducted himself/herself in a manner that cannot be condoned in any form, and until a formal hearing can be held, and in the opinion of the Superintendent, their presence in the school or their intention to resume their normal duties might prove disruptive to the

educational process or might cause irreparable damage to other employees, the classified employee may be suspended. This suspension based on the recommendation of the Superintendent to the Board of Education may be for up to ten days, or may demote the employee by registered mail.

Within ten days following the receipt of such notice by the employee, the employee may file an appeal in writing, with the Henry County Court of Common Pleas. After hearing the appeal, the Common Pleas Court may affirm, disaffirm, and modify the action of the Board of Education.

H. PERSONNEL RECORDS

Each Bargaining Unit Member shall have the opportunity, upon request and after arranging a suitable appointment during regular business hours of the Superintendent's Office or at such other times as may be mutually agreed upon, to review the contents of his/her personnel file in the presence of an Administrator. Upon request of the Bargaining Unit Member, an Association Representative may accompany the member. Except as may otherwise be provided in this agreement, no item in any file shall be removed by the Bargaining Unit Member or his/her representative. Items in such file may be removed upon approval of the Superintendent, at the completion of a school year. The Bargaining Unit Member shall be permitted to attach such items as written rebuttal or other comments of reasonable length.

Records shall be maintained in accordance with ORC. 1347. Official personnel files of all Bargaining Unit Members shall be maintained only in the office of the Superintendent. While other personnel files may be maintained by Supervisors, the files maintained in the office of the Superintendent shall be considered the only official file of recorded information of Bargaining Unit Members maintained by the Board and Administration. All personnel files shall be considered strictly confidential and not open or subject to inspection, except for that information which is "directory information" or as otherwise provided herein or by court
order.

I. PROGRAM CONTINUATION (Certificated)

Classes for individual career/technical programs will be closed when the last student placed causes enrollment to meet or exceed 25 "weighted" students. Teachers may choose to accept additional students above these numbers. For purposes of this Section, program numbers and class sizes will be "*weighted*" as follows:

Non-IEP	1.00
LD and other Cat 2	1.25
Ed/MH and other Cat 3, 4, 5	3.00
Blind/TBI/Autistic/other Cat 6	4.00

Minimum "*weighted*" enrollment for the continuance of a Career/Technical Education program, as determined by the October count, will be:

8 or below	Can be discontinued at the discretion of the superintendent.
12	Senior programs
15	Junior programs
26 and above	Lab/Lab

Anything less than these numbers will be considered "*low enrollment*".

By April 1, of each year, Bargaining Unit Members will be given projected enrollments showing the number of students enrolled in their program for the next school year. If the projected enrollment is below the minimum "weighted" enrollment, then this program will be identified as a low enrollment program. Following the identification of a low enrollment program a committee consisting of the Superintendent, or his/her designee, Director of Student Services, Association President, or his/her designee, affected Supervisors, and affected Teachers shall initiate action to re-establish minimum enrollment. The Superintendent may contact affected advisory committee members by letter to request their involvement in this committee. If enacted, the committee will develop an action plan on enrollment and recruitment. This action plan will be taken to the Superintendent to review this information. All members of the committee will be encouraged to assist in providing efforts dedicated to building enrollment in the program for the following year.

Teachers notified by April 1 that they have a low enrollment program will be advised of their opportunity to meet with Four County summer school students for recruiting purposes. Other interested career/technical education instructors may participate as well.

The Superintendent or designee may determine to establish a combined program beginning August 1 of the school year. The least senior instructor by contract status in a low enrollment program which has been made part of a combined program will be assigned to a position, including: employability, duty, substitute service, or other for the period from the start of the year to the October enrollment count.

Upon the elimination of a lab/lab assignment and as determined need by the district, teachers will have the option to pick up duties as assigned by the Career/Technical Education Director on a volunteer basis and will be compensated 1/9 based on the teacher's per diem pay. This supplemental shall expire at the end of each school year without board action.

The following criteria will be used in order of priority:

1) Willingness to teach the additional class
2) Certification
3) Availability
4) Seniority

Based on the need of the district, an academic teacher may have the option of teaching an additional class in place of their planning period and will be compensated 1/9 based in the teacher's current rate of pay.

The following criteria will be used in order of priority:

1) Willingness to teach the additional class
2) Certification
3) Availability
4) Seniority

In the event that multiple academic course sections exceed thirty (30) students, the 1/9 option may be offered by the Director of Career Technical Education to instructors qualified in that area to pick-up an additional class in lieu of their conference period. Teachers may choose to accept additional students above these numbers.

J. SATELLITE PROGRAM

In the event the employer initiates a satellite program, all newly hired satellite instructors will be considered "new hires" for the purpose of seniority. Except for instructors employed prior to July 1, 2007, there will be no displacement of instructors between associate school satellite career/technical education programs and programs at Four County Career Center.

New hires holding a teaching certificate/license will be granted up to 5 years of experience for salary placement as stated in ORC Section 3317.14 and 3317.13. All years above 5 shall be at the discretion of the Superintendent. Newly hired Alternative Licensure Career/Technical Education instructors will granted up to ten (10) years at a minimum of a 2 for 1 ratio for those years of work-related experience above the requirements set forth in the "*Guide for Licensing Candidates for Career-Technical and Adult Education in Ohio*". All years above ten (10) shall be at the discretion of the superintendent.

K. ADVISORY COMMITTEES (Certificated)

To the extent to which it applies, Bargaining Unit Members, working in conjunction with their immediate Supervisor shall:

1. Assist in the selection, formation, and function of the program advisory committee.

2. Assist in maintaining an active advisory committee made up of persons highly knowledgeable of current developments in the program area.

3. Assist in considering recommendations and suggestions of advisory committee members and communicate these recommendations to supervisory and administrative personnel.

4. Assist in facilitating meetings of the advisory committee by assisting in scheduling and notification of advisory committee members.

L. CONTRACTS

1. Certificated

All members of the Bargaining Unit shall be issued written contracts for teaching, extended service and/or supplemental duties to be performed. Such individual contracts of employment with Bargaining Unit Members shall, in all respects, be consistent with the terms of this Agreement, which shall be deemed incorporated by reference in such individual contracts. Such contracts shall be of three (3) types: Limited Contracts, whose duration shall be for a period of one (1) year, two (2) years, three (3) years; Continuing Contracts; or Supplemental Contracts. Job Descriptions will be provided at the time the original contract is offered.

a. Sequence of Teaching Contracts:

1. All supplemental contracts shall be for a duration of one year.

2. Certificated employees hired before September 1 of any school year shall be employed on a limited contract for a term of one (1) year. If re-employed at the conclusion of the one-year limited contract, the subsequent limited contract will be for a term of one year. If re-employed at the conclusion of the second one-year limited contract, the subsequent limited contract will be for a term of two (2) years. If re-employed at the conclusion of the two-year contract, the subsequent limited contract will be for a term of three (3) years. If re-employed at the conclusion of the three-year contract, subsequent contracts will be for a term of three (3) years until Bargaining Unit Member qualifies for a continuing contract.

   Certificated employees hired after September 1 of any school year shall be employed on a probationary basis for the remainder of that school year. If re-employed at the conclusion of the contract, the subsequent limited contract will be for a term of one (1) year. If re-employed at the conclusion of the one-year limited contract, the subsequent limited contract will be for a term of one (1) year. If re-employed at the conclusion of the second one-year limited contract, the subsequent limited contract will be for a term of two (2) years. If re-employed at the conclusion of the two-year contract, the subsequent limited contract will be for a term of three (3) years. If re-employed at the conclusion of the three-year contract, subsequent contracts will be for a term of three (3) years until the Bargaining Unit Member qualifies for a continuing contract.

3. Upon the Recommendation of the Superintendent, the Board may grant a contract of lesser duration than the sequence described above on the following conditions:

   a. The Superintendent shall notify the teacher, in writing, on or before May 2nd of his/her intent to recommend such contract, with reasons directed at the Professional Improvement of the teacher as noted on the evaluation instrument.

   b. Any teacher so notified shall be entitled to a conference with the Superintendent or his/her designee and afforded the opportunity to respond to the reasons listed in said notification. The conference shall be held within ten (10) school days of the request for said meeting.

   c. The Board shall so notify such Teacher on or before June 1st of its action upon the Superintendent's recommendation.

4. Continuing contracts shall be issued as provided by law.

2. Classified

All Bargaining Unit Members are hired and placed on a salary schedule in accordance with the job classification.

Classified employees hired before September 1 of any school year shall be employed on a limited contract for a term of one (1) year. If re-employed at the conclusion of the one-year limited contract, the subsequent limited contract will be for a term of one year. If re-employed at the conclusion of the second one-year limited contract, the subsequent limited contract will be for a term of two (2) years. If re-employed at the conclusion of the two-year contract, the subsequent limited contract will be for a term of three (3) years. If re-employed at the conclusion of the three-year contract, the subsequent contract will be a continuing contract, which supersedes ORC 3319.081.

Classified employees hired after September 1 of any school year shall be employed on a probationary basis for the remainder of that school year. If re- employed at the conclusion of the contract, the subsequent limited contract will be for a term of one (1) year. If re-employed at the conclusion of the one-year limited contract, the subsequent limited contract will be for a term of one (1) year. If re-employed at the conclusion of the second one-year limited contract, the subsequent limited contract will be for a term of two (2) years. If re-employed at the conclusion of the two-year contract, the subsequent limited contract will be for a term of three (3) years. If re-employed at the conclusion of the three-year contract, the subsequent contracts will be a continuing contract, which supersedes ORC 3319.081.

M. CONTRACT TERMINATION/NON-RENEWAL (Certificated)

The contract of a Teacher in the Four County Joint Vocational School may not be terminated except for the reasons set forth in Ohio Revised Code section 3319.16. All terminations shall be accomplished in accordance with the procedures established in Revised Code Sections 3319.16 and 3319.161. The referee shall apply the grounds above set forth in place of those specified in ORC 3319.16. Non- renewals of limited contracts shall continue to be governed by the provisions of ORC 3319.11.

N. SUBSTITUTES (Classified)

The Board may, in its discretion, use substitutes to perform Bargaining Unit work only when a regular Bargaining Unit Member is absent or when an unfilled temporary vacancy exists for a period not to exceed sixty (60) work days.

ARTICLE VI: ABSENCE AND LEAVE PROVISIONS

A. SICK LEAVE

1. Certificated – Each Bargaining Unit Member shall be entitled to sick leave of one and one-fourth (1-1/4) work days for each completed month of service. Sick leave shall be cumulative to a maximum of 220 days for the duration of this contract. After completing 15 years of service to FCCC, an employee may accumulate up to a maximum of two hundred thirty-five (235) days. The additional accrual will begin in the month of July following the completion of the years of service requirement. (The initial accrual will begin September 15, 2016.) Any additional accrual beyond 220 days does not apply to severance calculations.

1a. Classified – Each Bargaining Unit Member shall be entitled to sick leave of one and one-fourth (1-1/4) work days for each completed month of service. Sick leave shall be cumulative to a maximum of 220 days for the duration of this contract.

2. Bargaining Unit Members without accumulated sick leave may be advanced an accumulation of sick leave not to exceed five (5) days per fiscal year when all other available leave has been exhausted.

3. Bargaining Unit Members who are absent because of illness are still in the service of the district, and accumulate sick leave credit while absent. Bargaining Unit Members shall qualify for sick leave absences with full pay during any school year for any of the following reasons:

   a. Personal Illness
   b. Illness or injury due to Pregnancy
   c. Personal Injury
   d. Exposure to Contagious Disease and/or Quarantine e. Illness, Injury or Death in the Immediate Family

   Immediate family is defined as: husband, wife, child, mother, father, brother, sister, grandfather, grandmother, grandchild, mother-in-law, father-in-law, brother-in-

law, sister-in-law, step-mother, step-father, daughter-in-law, son-in-law; or anyone who has virtually held the position of parent or child or as a permanent member of the same household.

For the death of relatives outside the immediate family or the death of a close friend, the maximum use of three (3) sick leave days will be approved if the Bargaining Unit Member has available accrued sick leave.

4. Upon return from sick leave, the Bargaining Unit Member shall furnish a satisfactory written, signed statement, to justify the use of sick leave. The sick leave form will be completed, as soon as the Bargaining Unit Member returns to work from the illness and then submitted to the appropriate Supervisor for his/her signature and forwarded to the Director's office. A reasonable time will be allowed for the Bargaining Unit Member to submit the required form. Falsification of the form is grounds for suspension or termination of employment under Sections 3319.081 and 3319.16 of the Ohio Revised Code. Bargaining Unit Members with a sick leave accumulation greater than thirty (30) days are required to submit a form once each month if the Bargaining Unit Member is on sick leave for successive work days of ten (10) days or more. Any Bargaining Unit Member who has an illness, except pregnancy, that will exceed thirty (30) consecutive days of sick leave use, upon the request of the Superintendent, will submit to a medical examination to be paid for by the Board of Education. The attending physician will refer the Bargaining Unit Member to a licensed physician in the area of expertise related to the illness. No further sick leave credit will be given to the Bargaining Unit Member who does not appear for the scheduled medical examination. A report of this medical examination must be submitted to the Superintendent of Schools or his/her designee with said report being held in total confidentiality.

5. Sick Leave Accumulation Notification – Notification of accumulated days of sick leave will be stated on each pay check stub.

6. Transfer of Sick Leave – The responsibility for the transfer of sick leave credit of the Bargaining Unit Member from another school/agency to the Four County Schools will be the responsibility of the Bargaining Unit Member.

7. Sick Leave Bank:

Only Bargaining Unit Members who conform to the following criteria and voluntarily contribute to the sick leave bank will be eligible to derive benefits from the sick leave bank.

a. Bargaining Unit Members desiring membership in the sick leave bank shall enroll prior to November 30, beginning with the first student day. A Bargaining Unit Member hired after the enrollment period shall have sixty (60) working days from their employment date to enroll under this provision.

b. If the Bargaining Unit Member drops from the sick leave bank during the open enrollment period, all sick leave donated by the individual shall remain in the bank.

c. Bargaining Unit Members with less than three (3) years experience in the District, who have no accumulated sick leave, or less than fifteen (15) days, but desire to join the sick leave bank, shall not be required to donate days to the bank until their accumulation exceeds fifteen (15) days. Once accumulation reaches fifteen (15) days, the Bargaining Unit Member shall contribute the necessary days to the bank in order to clear his/her deficit of owed days.

d. Members of the bank shall contribute three (3) days to initially enroll. If the number of days in the sick leave bank total fifty (50) or less days, the committee, at its discretion, may establish other open enrollment periods during the school year.

e. Members of the sick bank may make voluntary individual donations to the sick bank, not to exceed three days per year, by notifying the treasurer in writing by June 1.

f. If Bargaining Unit Members who were eligible at the inception of the sick leave bank choose to join after the inception, they must make up all days that they would have been assessed if they had joined when they were first eligible.

g. The sick leave bank shall not accumulate more than six hundred (600) days.

h. The Association shall hold harmless and indemnify the Board, for any claims made against the Board, which are based upon aspects of the Sick Leave Bank's operation, which are within the exclusive control of the Association.

i. The sick leave bank may not award more than ninety (90) days to each employee per fiscal year (July 1 – June 30).

Administration of the Sick Leave Bank and Procedures:

a. The sick leave bank is the sole and exclusive right of the Committee to administer.

b. The Association shall establish criteria for a committee and the appointment of committee members.

c. The President of the Association or designee shall preside as chairperson over the committee meetings and is responsible for calling meetings when necessary. The chairperson shall handle all communication to the Board's Treasurer in regard to sick leave day advancement to any applicant.

d. Members may make application to the Sick Leave Bank Committee by sending a letter to the chairperson requesting the number of days needed and a signed doctor's statement or a letter detailing the reason(s) why their absence from work will run beyond their total number of accumulated sick leave days. Members shall exhaust all but 5 sick days to be eligible for sick leave bank days. This request may be submitted by the Bargaining Unit

Member or by a person acting on behalf of the Bargaining Unit Member in the event the member is unable to file the request.

e. The decision of the committee is final and binding on the applicant and thus is not subject to the grievance procedure.

f. The request for sick leave day(s) from the bank shall be considered for catastrophic reasons related to conditions due to the following:

1. Personal illness.
2. Attend to illness in the immediate family as defined in contract in Article VI, Section E.
3. Death within the immediate family.
4. Persons in need of additional days due to the birth of a child or the adoption of a child and, due to compelling reasons, requiring additional time.

g. Requests for day(s) from the sick leave bank can be made prior to the expiration of the Bargaining Unit Member's accumulated sick leave days.

h. Should the Bargaining Unit Members return before the assigned day(s) have been used, the remaining days shall be returned to the sick leave bank balance.

i. At the end of each year, the sick leave bank committee shall review the guidelines of the sick leave bank and its use. If the committee feels changes need to be made, the chairperson will present these concerns to the Association's Executive Committee. The Executive Committee will then discuss and vote on the proposals. Any changes will then be put into a Memorandum of Understanding and Bargaining Unit Members will be notified of any changes.

B. PARENTAL LEAVE

1. Members requesting Parental Leave, which includes adoption, will be granted leave without pay for a period not to extend beyond one (1) complete school year or one (1) full semester for certificated staff or a period not to exceed six (6) months for classified staff. The length of time and the date for the beginning of the leave shall be at the Bargaining Unit Members discretion. Requests for Parental Leave shall be submitted at least thirty (30) days prior to the date the leave is scheduled to begin. In case of an emergency, this provision may be waived by the Superintendent.

2. The Board of Education shall not be obligated to return a Bargaining Unit Member to active status prior to the expiration date of his/her leave of absence. Upon the Bargaining Unit Member's return to service, he/she shall resume the contract status which was held prior to the leave and shall be given the position, if available, or a position for which he/she is certificated or otherwise qualified. Any Bargaining Unit Member who fails to report for work within one (1) working week following the expiration date of his/her leave of absence and who has not requested an additional approved paid or unpaid leave shall be deemed to have resigned his/her

position. Time spent on a Parental Leave shall not be counted toward placement on the negotiated Bargaining Unit salary schedule. In the event of Reduction in Force, the provisions of reinstatement shall be subject to the Reduction in Force Agreement.

Subject to the limitation below, during the first twelve (12) weeks of any parental leave of absence, the employee's participation in the medical insurance coverage provided under the terms of this agreement shall be continued at the level of Board contribution as provided. The provision, at Board expense of such continued coverage shall only be for the first twelve (12) consecutive weeks of any parental leave of absence for full-time teaching employees or any non- teaching employee working more than 1,080 hours in a school year. Provision of such coverage at Board expense shall not exceed twelve (12) weeks during any school year. In the event the employee has taken paid sick leave in connection with the birth of a child, the period of paid sick leave shall be deducted from the twelve (12) week period for continuation, at Board expense, of health benefits during the otherwise unpaid parental leave of absence. An employee will be eligible for a subsequent twelve (12) week period only upon his/her return to active service and completion, in the case of teaching employees, of one full school year of active service and in the case of non-teaching employees, of the completion of 1,080 hours of compensated service during the succeeding school year.

C. ASSAULT LEAVE

A Bargaining Unit Member may also be absent from duty due to an assault which occurs in the course of employment.

In order to qualify for paid assault leave, which shall not be charged against sick leave, or against other leave granted under Section 3319.08 or 3319.142 of the Revised Code, the following guidelines shall be observed.

1. The incident, resulting in the absence due to the physical/emotional disability of the Bargaining Unit Member to perform the duties for which he/she has been employed, must have arisen out of a situation determined to have been within the scope of the employment with the Board of Education. An employee applying for assault leave shall furnish a signed statement on forms prescribed by the Board to justify the use of assault leave. Such statement will indicate the nature of the injury, if known the name of the individual(s) causing the assault and the willingness of the employee to participate and cooperate with the Board in pursuing legal action against the assailant(s). The school district will pursue aggressively all available legal actions in all such assault cases.

2. If medical attention is required, the Bargaining Unit Member shall supply a certificate from a licensed physician stating the nature of the disability and its probable duration. It is preferable that the Bargaining Unit Member's own personal practitioner make this determination. The Bargaining Unit Member after receiving this certificate shall furnish this certificate to the Superintendent. The Superintendent then shall present this certificate to the Board of Education for determination as to whether or not the physical/emotional disability due to the assault is approved for Assault Leave.

3. Upon determination of eligibility by the Board of Education or its designee, the leave shall not exceed thirty (30) days but may be terminated sooner by any of the following events or occurrences:

   a. the expiration of the Bargaining Unit Member's limited term contract
   b. the resignation of the Bargaining Unit Member
   c. the determination of the eligibility for Disability Retirement benefits by the retirement system
   d. the termination of the contract between the employee and the Board of Education
   e. the removal of the disability

4. A Bargaining Unit Member whose condition required medical attention may return to work upon the submission of a physician's certificate to the Superintendent that the Bargaining Unit Member is physically fit to return to duty.

5. All earnings paid to a Bargaining Unit Member under assault leave shall be in lieu of lost-time benefits payable under Worker's Compensation Insurance.

D. RELIGIOUS LEAVE

1. Religious Holiday – two (2) days maximum per contact year.

   a. Any Bargaining Unit Member whose religious affiliation requires the observance of holidays other than those scheduled in the school calendar may be excused without loss of pay.

   b. Unused religious leave cannot be accumulated from year to year.

E. PERSONAL LEAVE (Certificated)

1. Unrestricted Leave – three (3) maximum will be granted as Personal Business Days per contract year, including anyone hired July 1 to December 31. Anyone hired January 1 to June 30 will be given one and one-half (1-1/2) days in their initial contract year. The following provisions apply to all employees:

   a. Except for the reasons set forth below, none of these days can be taken immediately before or after any holiday and/or breaks. These Personal Business Days must be taken by all Bargaining Unit Members at least one month prior to the last scheduled date of service on their annual contract, excluding extended time or supplemental contracts, with the exception of leave which is necessitated by the following reasons:

      - Birth/Adoption of child in the immediate family
      - Personal illness or sickness in the immediate family not covered by sick leave procedures
      - Funeral or funeral home visitations not covered by sick leave procedures
      - Legal matters involving the Bargaining Unit Member's personal interest or immediate family – name of attorney consulted

- Court appearance for immediate family
- Marriages in the immediate family
- Acts of nature that do not result in the closing of school
- Attend one activity for a son, daughter, or grandchild with ten days prior approval
- Moving personal household (seeking living accommodations emergency)
- Elected representative to social/religious event
- With Superintendent permission

b. Notification for the use of Personal Business Days must, except in cases of emergency, be made to the immediate Supervisor, the appropriate Director, or Superintendent at least five (5) work days prior to the use of such leave.

c. Unused Personal Business Days cannot be accumulated from year to year.

d. Bargaining Unit Members will be paid for each unused Personal Business Leave Day as of the last day of school each year. Each unused day will be paid at the per diem rate of the employee or a maximum of $125.00. Payment will be made to coincide with the second payroll in July each year. The member shall have the option of converting unused personal days to accumulated sick leave at the end of each school year and must notify the Treasurer in writing of his/her choice by July 1.

e. It is interpreted that a deduction of at least one half (1/2) day is considered to be a break between the Holiday/Vacation Day and a Personal Business Day.

f. Approved religious leave or the use of Personal Business Days will not be deducted from the Bargaining Unit Members accrued sick leave.

g. In the event of a shortage of substitutes, the Supervisor may ask the Teachers applying for that day to consider postponement of the personal day requested to another day.

E.1. PERSONAL LEAVE (Classified)

1. Unrestricted Leave – Three (3) days will be granted as Personal Business Days per contract year, including anyone hired July 1 to December 31. Anyone hired January 1 to June 30 will be given one and one-half (1-1/2) days in their initial contract year. The following provisions apply to all employees:

a. Except for days taken for the reasons set forth below, none of these days can be taken immediately before or after vacation days. None of these days can be taken two (2) weeks prior to school starting or two (2) weeks before school ends.

- Birth/Adoption of child in the immediate family
- Personal illness or sickness in the immediate family not covered by sick leave procedures

- Funeral or funeral home visitations not covered by sick leave procedures
- Legal matters involving the Bargaining Unit Member's personal interest or immediate family—name of attorney consulted
- Court appearance for immediate family.
- Marriages in the immediate family
- Acts of nature that do not result in the closing of school
- Attend one activity for a son, daughter, or grandchild with ten days prior approval
- Moving personal household (seeking living accommodations emergency)
- Elected representative to Social/Religious event
- With superintendent permission

b. Notification for the use of Personal Business Days must, except in case of emergency, be made to the immediate Supervisor, the appropriate Director, or Superintendent at least five (5) work days prior to the use of such leave.

c. Unused Personal Business Days cannot be accumulated from year to year. Each unused day will be paid at the per diem rate of the employee, or a maximum of $105.00 per day. Payment will be made to coincide with the second payroll in July each year. The member shall have the option of converting unused personal days to accumulated sick leave by notifying the Treasurer in writing by July 1.

d. It is interpreted that a deduction of at least one half (1/2) day is considered to be a break between the Holiday/Vacation Day and a Personal Business Day.

e. Approved use of Personal Business Days will not be deducted from the Bargaining Unit Member's accrued sick leave.

F. PROFESSIONAL LEAVE

Professional Leave may be granted to Bargaining Unit Members for the purpose of attending workshops, educational conferences, or visitation. Bargaining Unit Members who have approval to attend such meetings or conferences will be considered assigned to duty with full pay of salary and benefits.

Requests for Professional Leave shall be submitted in writing and shall specify the purpose and duration of such leave. If the applicable Supervisor denies a request for Professional Leave, then the request may be appealed to the applicable Director and then to the Superintendent. Unless knowledge of the meeting comes late, request for Professional Leave will be submitted to the Bargaining Unit Member's immediate Supervisor at least two (2) weeks prior to the requested leave.

Reimbursement will be paid for the necessary and reasonable expenses pursuant to the mileage, meals, and travel expense in effect at the time of travel. The Board will pay for or reimburse employees for fixed costs for conferences in advance of the event if proper paperwork and receipts are submitted. These costs include but are not limited to

registrations, airfare, hotel, and college credits earned at professional events. If the employee fails to travel, cancel or attend the professional event that prepayment was made for, the employee will reimburse the Board within 30 calendar days or by special arrangement with the Treasurer. Reimbursement of prepaid expenses may be waived by the Superintendent if emergency or extenuating circumstances exist. If participation in or attendance to professional events is canceled by the Board or event host, the employee will not be held liable for expenses but should attempt to obtain any refunds available.

1. Room reimbursement shall be at a maximum daily rate of $150.00. The supervisor may approve a higher rate for extenuating circumstances. Employee must substantiate reimbursement with accurate, detailed receipts.

2. Daily amount for meal reimbursement, at a maximum of three (3) meals per day shall be $50.00. Employee must substantiate reimbursement with accurate, detailed receipts.

3. Mileage/travel reimbursement shall be the applicable IRS travel rate.

4. Staff must use a school vehicle for travel based on availability. Supervisor may grant permission for personal vehicle use under certain circumstances.

Reimbursement Rates

The above applies to attendance at an approved professional meeting. There shall be full reimbursement for registration costs and lodging at conference site hotel.

Employee attendance at national or out-of-state meetings shall be on a rotating basis.

"ME TOO" Clause

Notwithstanding any provision of this agreement to the contrary, the Association and the Board agree that the Association Members and the Administration have the same benefits as outlined in section F.

G. PROFESSIONAL IMPROVEMENT LEAVE

1. The Board of Education may grant a leave of absence not to exceed one (1) academic year for additional formal training or study directly related to the performance of the Bargaining Unit Member's work assignment. Professional improvement leave will only be granted for a full semester or academic year.

   Professional improvement leave that is granted must meet the restrictions set forth in Section 3319.131 of the Ohio Revised Code. In order to apply for professional improvement leave, the Bargaining Unit Member must have completed at least five (5) years of service in the school district and a qualified replacement must be available to replace the Bargaining Unit Member for the duration of the leave.

2. Application
   The Bargaining Unit Member shall submit a written request to the Superintendent at least two (2) months prior to the starting date of the requested leave, setting forth the reasons for the leave and the requested duration. The Superintendent shall set

a date by which the Bargaining Unit Member must indicate his/her intention to return to duty. If a Bargaining Unit Member's leave of absence extends beyond April 30, the Board is not obligated to re-employ such person on a limited contract if notice of non-renewal is given on or before April 30. The Board of Education may investigate the reasons for the leave request at any time. Falsification of a leave request is ground for suspension or termination of contract.

3. Return to Service

The Board of Education will not be obligated to return a Bargaining Unit Member to active status prior to the expiration date of his/her leave of absence. Upon the Bargaining Unit Member's return to service he/she shall resume the contract status, which was held prior to the leave and shall be given the same position if available, or a position for which he/she is certificated, or otherwise qualified. A Bargaining Unit Member who fails to report to work within one (1) working week following the expiration date of his/her leave of absence and who has not requested an additional approved paid or unpaid leave shall be deemed to have resigned his/her employment.

The pay for this professional leave shall be equal to the difference between the regular pay of the Bargaining Unit Member taking the leave and the amount paid to the substitute teacher who replaces the Bargaining Unit Member during the approved professional leave. Payment will be made in a lump sum payment when the Bargaining Unit Member returns to service.

H. LEGAL OBLIGATIONS LEAVE

In the case of jury duty, or when subpoenaed to testify in school related matters, the Board will grant a leave for legal purposes. Pay for days of such absences shall be based on the difference between said employee's regular compensation and the remuneration received for serving as a juror or witness. Said Bargaining Unit Member, to the extent possible, shall notify his/her Supervisor in ample time so arrangements may be made to secure a substitute.

I. MEDICAL LEAVE

An unpaid medical leave shall be approved pursuant to ORC 3319.13, if a Bargaining Unit Member has circumstances arise which necessitates the requesting of a leave of absence for medical purposes. If the Bargaining Unit Member wishes to remain a member of the staff he/she must make formal application to the Superintendent for such medical leave of absence. Each medical leave will be approved for up to one (1) year at a time and any request for a second medical leave for up to one (1) year will be reviewed at the time the request for additional medical leave is made. If the request for medical leave is recommended by a physician or psychiatrist, then these professionals will indicate the date for the beginning of the leave and a date for the ending of the leave. The Board of Education shall not be obligated to return a Bargaining Unit Member to active status prior to the expiration date of his/her leave of absence. Upon the Bargaining Unit Member's return to service, he/she shall resume the contract status which was held prior to the leave, and shall be given the position, if available, or a position for which he/she is otherwise qualified. Any Bargaining Unit Member who fails to report for work within one (1) working week following the expiration of his/her leave of absence and who has not requested an additional approved paid or unpaid leave shall be deemed to have resigned

his/her position. Time spent on a medical leave shall not be counted toward placement on the negotiated Bargaining Unit Salary Schedule. In the event of reduction in force, the provisions of reinstatement shall be subjected to the Reduction in Force Agreement.

In the event of a leave of absence granted as the result of a serious health condition of the employee, spouse, child, or parent of the employee, the employee shall be eligible for continuation, at Board expense, of the medical insurance coverages provided under this agreement. Board payment toward the cost of such insurance coverages shall be at the level established under this agreement. Continuation at Board expense of health insurance coverage during any period of unpaid leave of absence for any reason, including maternity/paternity, shall be for a period not to exceed a total of twelve (12) weeks in any school year for any full-time employee and for any non-teaching employee in compensated service in excess of 1,080 hours in any school year.

In the event an employee has taken paid sick leave for any of the circumstances for which he/she applies for and receives an unpaid leave of absence, the period of paid sick leave shall be deducted from the twelve (12) week period for continuation, at Board expense, of health benefits during the otherwise unpaid leave of absence.

If an employee who elects not to return to work following an unpaid leave of absence during which he/she has continued, at Board expense, on the health benefit programs provided under this agreement and should the employee's reason for not returning to work be other than the continuation, recurrence or onset of the health condition that gave rise to the leave, the employee shall reimburse the Board for the health insurance premiums paid by the Board during the twelve (12) week period described above.

J. MILITARY LEAVE

Shall be approved pursuant to ORC 5923.05.

K. DEDUCT LEAVE

Unless otherwise approved by the Superintendent in unusual circumstances, a Bargaining Unit Member shall be entitled to a maximum of three (3) days of leave on a deduct basis. Deduct days are not cumulative from one year to the next.

L. EARLY OUT PRIVILEGE (Certificated and Classified)

Each member of the Bargaining Unit shall be entitled to accumulate and use unquestioned "Early Outs" (permission to leave the building after student dismissal and on non-student days of the work year) for up to forty-five (45) minutes for a maximum of thirty-six (36) times during a Bargaining Unit Member's work year. These unquestioned "Early Outs" cannot be taken when a regularly scheduled meeting has been scheduled with the Superintendent, Director, or immediate Supervisor. Persons using this "Early Out" privilege shall notify their immediate Supervisor or the Director on the appropriate form prior to leaving the building. There shall be no accumulation of unquestioned "Early Outs" beyond the current work year.

In addition to the "Early Outs" mentioned in the aforementioned paragraph, Bargaining Unit Members will be released thirty (30) minutes early on the last scheduled work day prior to Labor Day, Thanksgiving Vacation, Christmas Vacation, New Years Day

Vacation, Martin Luther King Day, President's Day, Easter Vacation, Memorial Day, and July 4th.

M. GENERAL PROVISIONS

1. Individuals on any approved unpaid leave may continue any and all of their group benefits for the duration of said leave; consistent with the benefits, requirements, and limitations provided by Federal and State law.

2. Should a Bargaining Unit Member deem it necessary to request that an approved leave of absence be adjusted or ended prior to the expected date of return, he/she should immediately make said request to the Superintendent. The Superintendent will do everything possible to accommodate the request of the Bargaining Unit Member. However, the decision of the Superintendent to deny the request will not be subject to the Grievance Procedure.

N. CHARGEABLE RATE OF ABSENCE

1. Guideline for any absences for Religious, Personal, Professional Leave, Vacation, and Deduct will be as follows:

   a. For regular full-time employee for less than full day will be:

      Up to 2 hours of absence = ¼ day
      Over 2 hours – up to 4 hours = ½ day
      Over 4 hours – up to 6 hours = ¾ day
      Over 6 hours of absence = 1 full day

   b. Guidelines for 3.5 hour employees shall be as follows:

      ¼ day equals 45 minutes
      ½ day equals 1 hour 45 minutes
      ¾ day equals 2 hours 15 minutes
      1 day equals 3.5 hours

   c. If leaving for a portion of the day and returning to work, the chargeable rate will be from the time leaving the building to the time returning to the building. If leaving for the balance of the day, the chargeable rate will be from the time leaving the building to the end of the regularly scheduled work day.

2. Guidelines for an absence that is covered by sick leave for less than one (1) full day will be as follows:

   a. Up to 2 hours of absence + 30 minutes equals ¼ day absence
      Over 2 hours and up to 4 hours + 30 minutes equals ½ day of absence
      Over 4 hours and up to 6 hours + 30 minutes equals ¾ day of absence
      Over 6 hours of absence + 30 minutes equals 1 day of absence.

b. Guidelines for 3.5 hour employees shall be as follows:

¼ day equals 45 minutes
½ day equals 1 hour 45 minutes
¾ day equals 2 hours 15 minutes
1 day equals 3.5 hours

It should be noted the 30-minute grace period can only be used when returning to work.

This 30-minute grace period cannot be used for late reporting purposes.

This 30-minute grace period cannot be used at the end of a day to avoid the use of sick leave.

Certificated personnel are expected, if possible, to finish a period before leaving or arriving in time to begin a teaching period or assignment.

ARTICLE VII: WORKING CONDITIONS

A. WORK YEAR (Certificated)

The work year for members of the Bargaining Unit, except as otherwise modified through a supplemental contract for extended time, shall consist of no more than one hundred and eighty-six (186) days of which one hundred and eighty (180) days shall be pupil contact days. The remaining six days shall be used as follows:

1 day or its equivalent of Parent/Teacher Conference
1 day or its equivalent Sophomore Visitation
2 days of Professional meetings prior to the first student day
1 teacher workday at the end of the school year
1 day or its equivalent of in-service professional improvement

Certified staff members are expected to attend the following events as part of their professional obligations. The Board agrees to pay a $100 stipend for attendance at each of these events.

1. Open House
2. Dinner with Your Teacher
3. Advisory Dinner

The following events are part of normal contracted days for certified staff. Attendance is mandatory.

1. Parent-Teacher Conferences
2. Sophomore Visitation Day
3. Professional meetings prior to the first student day
4. Teacher workday at the end of the school year
5. Professional in-serve days
6. Student Orientation (Trade for afternoon of Senior Recognition Day)

The following events are voluntary.

1. Family Fun Fest (Summer Picnic)

A.1. WORK YEAR (Classified)

1. SCHOOL YEAR POSITION: These positions shall consist of the regularly adopted school year (182 days) plus any additional days requested to work.

2. TEN MONTH POSITION: These positions shall consist of the regularly adopted school year (186 days) plus two (2) weeks before and two (2) weeks after the school year. The work days shall be the same as those for the regular teaching staff during the regular school year (186 days).

3. TEN MONTH PLUS POSITION: These positions will consist of the regularly adopted school year (186 days) plus three (3) weeks before and two (2) weeks after the regular school year (186 days).

4. ELEVEN MONTH POSITION: These positions will consist of the regularly adopted school year (186 days) plus seven (7) weeks before and two (2) weeks after the regular school year (186 days).

5. TWELVE MONTH POSITION: These positions commence July 1 and end June 30 – fifty-two (52) weeks with vacation.

B. WORK WEEK (Classified)

The work week for all Bargaining Unit Members is Monday through Friday except as otherwise stipulated by the job description. If available from outside employer, all work schedules will be received by a Bargaining Unit Member on the Wednesday prior to the new work week. Work performed beyond the normal work week shall be paid at the Bargaining Unit Members regular wage rate unless the Bargaining Unit Member has actually worked more than forty (40) hours during the work week or the work is being performed on a Sunday or holiday. Any overtime compensation will be determined by Section K of this Article.

C. WORK DAY (Certificated)

The maximum length of workday for members of the Bargaining Unit shall be seven hours and thirty minutes. Bargaining Unit Members shall be required to report to work not earlier than 8:15 a.m., and shall be permitted to leave work on the following schedule, unless an "Early Out" is granted. Student contact homeroom period will be from 8:45 a.m. – 9:00 a.m.

Monday through Thursday – 3:45 p.m.
Friday – 3:15 p.m.

Each Bargaining Unit Member is guaranteed a minimum of thirty minutes duty-free lunch period daily.

D. FLEXTIME FOR SCHOOL ACTIVITIES (Certificated)

A staff member who has the opportunity to participate in school or community-related activities may, with prior written approval from their Director or designee, be provided flexible time in the staff member's work schedule to allow the staff member the ability to participate.

In order to request flexible scheduling, the staff member must make written application prior to the start of the flex schedule.

The Director or designee and staff member shall mutually agree on a flexible schedule which allows the staff member release time. Any flexible schedule must ensure that the staff member works the number of hours and days required of staff in accordance with the terms of this Negotiated Agreement. Any flexible schedule shall be reduced to writing and signed by the Director or designee, staff member and Association President or designee.

Certificated staff members may not be released from daily contractual duties during the designated student day.

E. WORK DAY (Classified)

1. The length of work day, including the starting and ending times, for members of the Bargaining Unit shall be as follows:

Cafeteria:

Head Cook	7:30 a.m. through 2:30 p.m.
Cook/Salad Bar	7:30 a.m. through 2:30 p.m.
Cook Prep/Baker	7:30 a.m. through 2:30 p.m.
Cook/Snack Bar	7:30 a.m. through 2:30 p.m.
Asst. Cook/Part-Time	10:15 a.m. through 2:30 p.m.
Dishwasher/Server	10:15 a.m. through 2:30 p.m.

Custodial:

Daytime	7:00 a.m. through 3:30 p.m.
Second Shift – 8 hr.	3:00 p.m. through 11:30 p.m.

Secretarial:

Daytime	8:00 a.m. through 4:00 p.m.
Adult Education Evening	12:00 noon through 8:00 p.m.

(Hours worked after 4:00 p.m. will be paid shift differential)

Educational Technologist	8:00 a.m. through 4:00 p.m.
Technology Support Technician	8:00 a.m. through 4:00 p.m.
Computer Lab Instructor	8:00 a.m. through 4:00 p.m.
Pre-School Aide/ Day Care Staff Person	7:45 a.m. through 2:15 p.m.

Hours may change by mutual consent on an as needed basis to meet the operational needs of the district.

2. Each Bargaining Unit Member who regularly works four (4) hours or more each day will have a minimum of thirty (30) minutes duty-free lunch without pay each day the cafeteria is open. If the cafeteria is closed, the lunch period shall be one (1) hour, ½ hour of which shall be without pay.

F. SUMMER HOURS

The Association President or designee must be notified in writing by the Superintendent or designee by May 1st of each year of the agreement if the previous summer hours are to be changed. Summer work hours are established as listed below:

Personnel affected include all Certificated (except classroom teachers whose regular class hours would be affected) and Classified personnel who are on a total contract of 11 or 12 months service, or who are scheduled to be on duty. Ten (10) month employees who report back to work for a full week during August will be allowed Friday off.

Staff hours for the regular day-time employees will be:
Monday through Thursday 7:30 to 4:15

Custodial hours for the regular day-time employees will be:
Monday through Thursday 6:00 to 3:15

Staff hours for employees assigned to second shift for the week will be:
Monday through Thursday 1:45 to 11:00 or as adjusted by supervisor.

The lunch schedule will follow the school year lunch schedule of thirty (30) minutes. The break schedule will follow the school year break schedule.

These days are to be accountable at a rate of one and one-fourth (1-1/4) for each of the four days. Fractions of days are still accountable at the normal rate of 2 hours = ¼ day; 4 hours = 1/2 day; 6 hours = ¾ day; 8 hours = 1 day. However, an absence for any of the four days during this period of time must be requested and charged at one and one-fourth (1-1/4) days.

Employees who are scheduled at an assigned professional meeting on Friday may be allowed to take the Monday as if the employee had reported for work to the school building.

This procedure begins the first Monday following the last teacher day of the school year and ends the second full week of August.

Summer Custodial Workers can begin employment on the year end Teacher Workday and work through the second (2nd) Teacher Workday at the beginning of the following school year. There are five (5) discretionary days outside of the above time frame that may be used by the supervisor. Summer help may exceed five (5) discretionary days upon mutual consent.

G. CHANGES IN WORK DAY (Classified)

Working hours cannot be changed, unless an emergency arises which necessitates the change, or with mutual consent.

H. FLEXTIME FOR SCHOOL ACTIVITIES (Classified)

A staff member who has the opportunity to participate in school or community-related activities may, with prior written approval from their Director or designee, be provided flexible time in the staff member's work schedule to allow the staff member the ability to participate.

In order to request flexible scheduling, the staff member must make written application prior to the start of the flex schedule.

The Director or designee and staff member shall mutually agree on a flexible schedule which allows the staff member release time. Any flexible schedule must ensure that the staff member works the number of hours and days required of staff in accordance with the terms of this Negotiated Agreement. Any flexible schedule shall be reduced to writing and signed by the Director or designee, staff member and Association President or designee.

I. IN-SERVICE MEETINGS/PROFESSIONAL IMPROVEMENT

Certified:
The Board of Education shall schedule one (1) mandatory meeting per grading period which will extend the workday until 4:15 p.m. Also the Association shall be responsible for planning and scheduling one (1) mandatory meeting per grading period which will extend the workday until 4:15 p.m. An agenda will be provided for the Board of Education. The Administration will be in attendance. Any meeting cost incurred by the Association in carrying out their in-service meeting will be paid by the Board of Education provided that the Superintendent or his/her designee provides written approval to the Association President or his/her designee prior to the scheduled in-service. Any scheduled meeting lasting until 4:15 p.m. will have a prior notice of two (2) weeks. All Bargaining Unit Members shall be required to attend all in-service programs.

Classified:
All Classified personnel who work 37.5 or more hours per week are mandated to attend a one hour in-service training program one time per grading period. The schedule is as follows: custodial staff – 3:00 to 4:00 p.m.; secretarial/warehouse staff – 3:30 – 4:30 p.m.

In return for mandatory attendance at these meetings, the above mentioned support staff will be released from their regular working schedule one-half hour early on Friday of the week in which they receive their paycheck.

J. OUTSIDE WORK EXPERIENCE

Beginning February 1 through March 30, Members of the Bargaining Unit may make a formal proposal to the Superintendent to be considered for participation in the outside work experience. Participation in this program shall not be a condition of employment nor shall participation or non-participation be reflected in any evaluation. The Superintendent will grant written permission for participation or written denial that outlines reasons for denial after the April Board Meeting. Preference will be given to applicants who have not previously participated and preference will also be based upon the date the application was received.

The total number of Bargaining Unit members involved in this program shall not exceed fifteen (15) members in any given year. Such work experience may be of varying lengths of time, but should last a minimum of 3 days and a maximum of 10 days, unless the Superintendent determines otherwise. Any work experience completed under this program shall be compensated at the per diem rate of Bachelor's Step 0 of the current contract year and shall include all benefits, privileges and protection provided under the law or this Master Contract.

K. OVERTIME (Classified)

As per seniority Article IX the overtime shall be offered by seniority and qualification, and on a rotating basis. After being offered overtime the person at the top of the list moves to the bottom regardless of whether or not they have accepted the overtime. After exhausting the seniority list, substitutes or subcontracting will be applied.

Employees normally scheduled for thirty (30) to thirty-nine (39) working hours per week who volunteer to work more than those scheduled hours and less than forty (40) hours shall receive a shift differential of $1.50 per hour until they reach the forty (40) hour mark after which they will then be paid at the time and one-half compensation rate. To qualify for time and one-half pay, the affected employees must be at work the entire thirty (30) to thirty-nine (39) hours of that week to include actual hours worked, calamity, vacation, and holiday hours, but does not include sick/personal/deduct leave.

Overtime will be paid for all hours actually worked in excess of forty (40) hours during the work week which includes calamity days, vacation days, and holidays. Overtime is defined as time and one-half for Monday through Saturday and double-time for Sundays and holidays.

"Call-in" time will be where an employee is called in on a Saturday, Sunday or holiday due to inclement weather or catastrophic situation. The employee will receive appropriate overtime pay automatically.

L. RELIEF TIME (Classified)

To enhance the coordination of the Classified staff, the following lunch and break schedule have been established:

Days and shifts when the Four County Cafeteria is operating:

First Break (20 Minutes)	1.	9:00 a.m. – 9:20 a.m.
	2.	9:40 a.m. – 10:00 a.m.
	3.	10:05 a.m. – 10:25 a.m.
	4.	5:30 p.m. – 5:50 p.m.
Lunch Period (30 Minutes)	1.	11:10 a.m. – 11:40 a.m.
	2.	11:25 a.m. – 11:55 a.m.
	3.	12:05 p.m. – 12:35 p.m.
	4.	7:30 p.m. – 8:00 p.m.
Second Break	1.	1:30 p.m. – 1:50 p.m.
	2.	1:50 p.m. – 2:10 p.m.
	3.	2:15 p.m. – 2:35 p.m.
	4.	10:00 p.m. – 10:20 p.m.

Days and shifts when the Four County Cafeteria is not operating:

First Break (15 Minutes)	1.	9:00 a.m. – 9:15 a.m.
	2.	9:45 a.m. – 10:00 a.m.
	3.	10:05 a.m. – 10:20 a.m.
	4.	5:30 p.m. – 5:45 p.m.
Lunch Period (60 Minutes)	1.	11:00 a.m. – 12:00 noon.
	2.	11:30 a.m. – 12:30 p.m.
	3.	12:30 p.m. – 1:30 p.m.
	4.	7:30 p.m. – 8:30 p.m.
Second Break	1.	1:30 p.m. – 1:45 p.m.
	2.	2:00 p.m. – 2:15 p.m.
	3.	2:20 p.m. – 2:35 p.m.
	4.	10:00 p.m. – 10:15 p.m.

Hours may change by mutual consent on an as needed basis to meet the operational needs of the district. Summer work hours are defined in Article VII, Section F.

The Superintendent or his/her designee, Treasurer, Directors, and Supervisory personnel are responsible to see that this schedule is followed as the designated reporting and required school serving time identified in the administrative procedures and is observed under their direction and supervision.

Please observe the time limits and schedules on these lunch and break schedules and make certain that all areas are covered by designated personnel. Those personnel whose starting time is different than 8:00 a.m. or 8:15 a.m. will follow the same principles in regard to lunch and break limits.

M. CALAMITY DAYS (Classified)

Nothing in this Agreement shall require or prohibit the Board to keep offices and buildings open in the event of inclement weather, or when otherwise prevented by an act of God, or an event that causes the closing of school.

Closure – When the school or assigned job site is closed to students, due to the above conditions, Bargaining Unit Members shall not be required to report to their job assignments and shall suffer no loss of salary unless failure to work would impair school operation.

School Delay – There will be a change in the normal work schedule of the employees only if the delay time occurs during their regular shift.

Building and Grounds staff will report for regular shift on delay days. If a delay becomes a closure, the Building and Grounds staff will work for ½ day and will earn time and one-half.

N. ALARM EMERGENCIES (Classified)

When Bargaining Unit Members are called to report for work for an alarm emergency, they shall be paid for a minimum of two (2) hours at time and one-half or double-time for Sunday and Holidays. Bargaining Unit Members who volunteer for alarm emergencies will be rotated every 6 months.

O. OCCUPATIONAL HEALTH AND SAFETY

The Board shall continue to provide adequate rest areas, lounges, and restrooms for the use of Bargaining Unit Members as are provided at this time. Safety practices will be stressed at all job sites.

1. The Board shall adopt and implement policies and procedures required by O.R.C. Chapter 4167, by the Division of Occupational Safety & Health, by the Public Employment Risk Reduction Advisory Commission, and/or any rules or regulations adopted thereunder.

2. Board's Right to Reassign

   Before exercising his/her right to refuse work under Revised Code Section 4167.06 because of a condition which the Bargaining Unit Member, acting in good faith, reasonably believes presents an imminent danger of death or serious harm to him/her, the Bargaining Unit Member must immediately notify his/her Supervisor of the condition. The Bargaining Unit Member may be temporarily reassigned within his/her job classification at no loss in pay or reduction in hours while the condition is being investigated and/or ameliorated.

3. Claims of Violation

A Bargaining Unit Member who wishes to assert a claim of discrimination as defined in Revised Code Chapter 4167 shall notify the Bureau of Workers Compensation.

4. Commitment to Renegotiate

The Board and Association agree to negotiate issues of Occupational Health and Safety as they arise, to the extent required by law.

5. Health and Safety Committee Duties

The parties shall establish and maintain a Health and Safety Committee with an equal number of members appointed by the Board and the Association. The Health and Safety Committee shall be responsible for monitoring the safe and healthful condition of the workplace and for reviewing and recommending appropriate health and safety procedures to the Board for implementation. The responsibilities of the Health and Safety Committee shall include, but not be limited to the following:

a. Monitoring and assisting in the operation of the local Health and Safety Program and making recommendation to the Board for improvement. Remedies may include relocation of work station(s), reassignment of work, or in extreme circumstances, temporary excuse from work.

b. Monitoring findings and reports of workplace inspections to confirm that appropriate corrective measures are implemented.

c. Reviewing the Board's plans for abating or eliminating hazards.

d. Reviewing responses to reports concerning allegations of hazardous conditions, alleged Health and Safety Program deficiencies, and allegations of related discrimination.

e. Reviewing procedures for handling health and safety suggestions and recommendations from employees.

f. Reviewing reports of unsafe and unhealthful conditions where the hazard has been disputed.

6. No Reprisals

There shall be no reprisals, restraints, interference, coercion or discrimination against any employee for filing a report of an unsafe or unhealthy condition, for refusing to work in an unsafe environment or to perform unsafe tasks, provided the refusal to work is made because of a condition which the employee, acting in good faith, reasonably believes presents an imminent danger of death or serious harm to him/her, or for any other participation in the Health and Safety Program. In the case of an imminent danger situation, the person(s) reporting such situation shall make the reports in the most expeditious manner available.

7. Tobacco Free Workplace

Bargaining Unit Members shall refrain from use of tobacco products in the Four County Career Center buildings and on all Four County Career Center Property (Board Policy KGC). Any Bargaining Unit Member who violates this provision shall be subject to progressive discipline including suspension without pay up to three (3) days with Board ratification. Discipline must be for cause and all discipline may be grieved through the grievance procedure.

P. SEXUAL HARASSMENT

It is the policy of the Four County Joint Vocational School District to provide a positive, discrimination-free work environment. Sexual harassment in the workplace is an unacceptable form of conduct which is not and will not be condoned.

For the purpose of this policy, sexual harassment is defined as any unwelcome sexual advances; requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, or (2) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. In order to effectively enforce this policy, it is essential that any employee who believes he/she is a victim of sexual harassment report the offensive behavior to the Association and the Superintendent, or any other supervisory employee with whom he/she feels comfortable. The complaint will be investigated and appropriate action will be taken consistent with any applicable collective bargaining agreement and applicable Federal and/or State law.

Q. DISPENSING OF MEDICATION

No Bargaining Unit Member shall be required to dispense or administer medication without proper training, except in those instances where health, safety and welfare of students is at issue.

R. WORK RULES (Classified)

All work rules established by the Board shall be in writing and communicated to all employees and the Association. Work rules shall not conflict directly with any provisions of this Agreement.

S. EQUIPMENT/TRAINING (Classified)

The Board shall provide without cost to the Bargaining Unit Member the following:

1. Approved first-aid kits and materials in all work areas.

2. Adequate and approved safety equipment when required by law, including, but not limited to, goggles, shields, barriers, hard-hats, and auditory protection devices.

3. Safety shoes and glasses when required by law.

4. Unauthorized Removal of Safety Device(s) - Bargaining Unit Members are not authorized to remove or alter any safety devices on any piece of machinery or equipment. Supervisors cannot authorize Bargaining Unit Members to remove or alter any safety devices on any piece of machinery or equipment.

5. Training will be provided for Bargaining Unit Members in emergency procedures.

6. Training will be provided on all equipment used by the Bargaining Unit Member.

T. UNIFORM/PROTECTIVE CLOTHING (Classified)

If uniforms/protective clothing are required by the Board, such items will be provided to employees by the Board. Job coaches will be reimbursed $50.00 per job site assignment for required clothing at that site.

U. CLEAN-UP (Classified)

A reasonable period of time shall be provided for Bargaining Unit Members who work in areas where personal clean-up is necessary.

V. LICENSING COSTS/PHYSICAL EXAMS

Bus drivers shall be reimbursed for the costs imposed by the State of Ohio to secure the required commercial driver's license. The limit on the reimbursement for the bus driver physical exam shall be $60.00. Instructors obtaining bus driver licenses for program travel, will receive an incentive payment of $400.00, which will be renewable every four (4) years.

The Board will pay for or reimburse employees for professional fees or testing costs in advance of the event if proper paperwork and receipts are submitted. If the employee fails to participate in the event or testing, the employee will reimburse the Board within 30 calendar days or by special arrangement with the treasurer. Reimbursement of prepaid expenses may be waived by the superintendent if emergency or extenuating circumstances exist. If participation in or attendance to professional events is canceled by the Board or event host, the employee will not be held liable for expenses but should attempt to obtain any refunds available.

W. COMMERCIAL DRIVER'S LICENSE/DRUG TESTING

1. Both the Association and the Board recognize illegal drug usage and impairment due to alcohol are threats to the safety of our employees, students, and the public. The goal of the drug and alcohol testing program is prevention of abuse, the dangers arising therefrom, and where possible rehabilitation.

2. Employees required to hold a commercial driver's license (CDL) will be required to submit to a drug test and an alcohol test where the employee is involved in an accident, has caused a serious injury to the public, the employee, or fellow employees, or where the employee's Supervisor or another Administrator has a reasonable suspicion, based on specific, contemporaneous and articulable observation of the employee that the employee may be under the influence of alcohol or drugs. "Under the influence" means that the employee has alcohol or mood altering drugs in his/her system and is affected by such alcohol or drug in any detectable manner, including but not limited to impaired performance of job duties and responsibilities. Further, in accordance with Omnibus Transportation Employee Testing Act of 1991 and its implementing regulations (the "Act"), employees or applicants holding CDL's may be subject to pre-employment, return to duty and random drug and alcohol testing in accordance with the Act and its regulations.

3. The Board's contractor will preserve any specimen collected for at least three (3) months in order that the employee may at Board expense have the sample sent to another laboratory agreed to by the Board and the Association for further analysis. Should a second test produce a result different from the first, a third test will be conducted by a third laboratory agreed to by the Board and the Association, on the same sample, using a methodology selected by the third laboratory.

4. Prior to testing, an employee may reveal any prescription drug and shall supply a physician statement in connection with that prescription drug within 72 hours. The employee will receive due consideration in the determination of potential work violation(s) if the drug is properly prescribed and administered.

5. An employee who is required to take a test for suspected drug or alcohol abuse or following an accident or injury will be permitted to have an Association representative present during testing provided, however, that the testing will not be unreasonably delayed (more than one hour) to allow the attendance of the Association representative.

6. The laboratory selected to conduct the analysis, including the Board's primary contractor and any lab used for confirming tests at the request of the employee, Association or Board under the Act or this provision, must be experienced and capable in the areas of quality control, documentation, chain of custody, technical expertise, and have a demonstrated proficiency in testing. All tests will be conducted using chain-of-custody procedures whereby all specimen samples are sealed, labeled and checked against the identity of the person being tested. All testing will be done in accordance with Federal regulations.

7. All testing will be paid for by the Board. All employee testing scheduled during work hours shall be paid at the employee's regular rate of pay. The employee who is the subject of the testing will be paid for all required hours of attendance for testing activity. Transportation will be provided by the Board to all off-site testing facilities/locations.

8. Employees who voluntarily reveal drug and/or alcohol problems but who have not been involved in other violations of the Board's rules and regulations (other than prohibitions regarding drug and alcohol use) will not be suspended or discharged for revealing their drug and alcohol use, will be referred to the Board's employee assistance program, and in appropriate circumstances, will be transferred to a non-safety sensitive position if one is vacant at the rate of pay for such position. If there is no such vacant position, the employee shall use available paid time off or be placed on an unpaid leave of absence. The employee will be permitted to return to a safety sensitive position only upon approval of his/her attending physician and the Board's physician and thereafter shall be subject to regular and random drug testing for the duration of their employment with the Board.

9. All information regarding drug or alcohol testing results will be kept confidential. Only Board personnel who need to know the information will be informed of the results.

10. Employees who are subject to discipline, including termination, as a result of drug or alcohol use are entitled to contest the discipline through the grievance procedure of the contract, provided reinstatement, if ordered, shall be in accordance with federal law and upon the approval of the substance abuse professional.

X. CRIMINAL BACKGROUND CHECKS

All employees new to the District shall be conditionally employed until the Board receives the results of a criminal records check from either a local police agency or the Bureau of Criminal Identification and Investigation. If such report indicates the individual does not qualify for employment as defined in Revised Code Section 3319.39(B)(1) and Ohio Administrative Code Section 3301-20-03(A)(6), the individual shall be informed that he/she is being released from conditional employment and the reason, i.e., the report from the local police agency or BCII, for the release. No individual released from conditional employment under this section, nor the Association or any other agency or individual acting upon the conditional employee's behalf, shall have the right to bring a grievance or request arbitration or initiate any other legal proceeding to contest an employee's release from conditional employment by the Board. The Board will pay for BCI checks required by law for all employees.

Y. AMERICAN DISABILITIES ACT

The Superintendent may transfer and assign employees within the current job classification/teaching assignment area in order to provide a reasonable accommodation to disabled Bargaining Unit Members in compliance with the Americans with Disabilities Act.

Z. VACATIONS (Classified)

For this section "Anniversary of employment" is designated to mean – the annual recurrence of the date of the start of last hire.

Each twelve (12) month Bargaining Unit Member shall earn ten (10) days vacation leave days annually with full pay. Said vacation leave may be taken as the employee earns the days. A Bargaining Unit Member with six (6) or more years of service with the school shall have earned and is entitled to fifteen (15) days of vacation leave with full pay. A Bargaining Unit Member with sixteen (16) or more years of service with the school shall have earned and is entitled to twenty (20) days of vacation leave with full pay.

Such vacation leave shall be taken between the close of the regular school session in June and the start of the next regular session in September. No extended vacation (5 consecutive days) will be approved starting five (5) days prior to first day for new teachers. It should be noted that no vacation leave will be allowed to be taken on the day of the Bargaining Unit Member's annual orientation day prior to the start of the school year. One continuous week of the Bargaining Unit Member's annual vacation allowance may be taken at other times with the written permission of the Superintendent of Schools. One continuous week in this section is literally interpreted as five (5) consecutive days away from work or not available for duty. A holiday, day of deduction of pay, facility closed due to calamity day, or energy day will not be considered as a return to duty for the purpose of extending the five (5) consecutive days of vacation allowed under this section into another vacation period. Up to three (3) consecutive days of vacation may be allowed at times prior to or subsequent to the five (5) consecutive days identified above provided there is an actual return to duty between such vacation periods. Vacation leave in the amount up to the unused balance of the Bargaining Unit Members vacation leave may be used in the place of sick leave if the Bargaining Unit Members sick leave balance is completely depleted. No prior approval is required in the instance when vacation leave is used in the place of sick leave.

Bargaining Unit Member whose employment status is changed from a position earning vacation leave to a position wherein vacation is not earned shall be allowed a period of up to three years from the last date that such vacation leave is earned to expend the accrued, unused vacation leave.

Bargaining Unit Member shall forfeit their right to take or be paid any vacation leave to their credit which is in excess of the accrual for one and one-fourth years from any anniversary date of employment. Such excess leave shall be eliminated from the Bargaining Unit Members leave balance.

Upon separation, a Bargaining Unit Member shall be entitled to compensation at their current rate of pay for all lawfully accrued and unused vacation leave to their credit at the time of separation. This payment may, at the discretion of the Bargaining Unit Member, be made at the same time as the last regular pay of the Bargaining Unit Member. In case of transfer of a Bargaining Unit Member from one state agency to another, the Bargaining Unit Member shall be compensated at their current rate of pay for accrued and unused vacation leave at the time of transfer by the releasing agency.

In case of death of a Bargaining Unit Member, such unused vacation leave shall be paid in accordance with Section 2113.04 of the Revised Code, or to their estate.

Bargaining Unit Member will be granted credit for any non-elective public service of the state or any political subdivision for prior service when determining annual vacation leave. Any contract year wherein 120 actual days of work was performed in any of the above approved employment may be considered as a year of experience for determining annual vacation leave, however the first year of vacation leave becomes available after the first year wherein twelve (12) consecutive months of employment have been served.

Prior to the granting of credit for any non-elective public service of the state or any political subdivision it will be the responsibility of the Bargaining Unit Member to provide creditable documentation.

AA. HOLIDAYS (Classified)

All twelve (12) month Bargaining Unit Members shall have the following holidays off with pay. All eleven (11) month Bargaining Unit Members shall have the following holidays off with pay with the exception of Independence Day. All ten (10) month Bargaining Unit Members and school calendar Bargaining Unit Members shall have the following holidays off with pay except for Memorial Day, Independence Day, and Labor Day if these days fall outside the designated individual employee's work calendar.

The holidays are: New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Eve Day, Christmas Day, and New Year's Eve Day.

Each Bargaining Unit Member will be released thirty (30) minutes early on the last scheduled work day prior to a holiday.

In the event a holiday falls on Saturday, the preceding Friday shall be taken off as a paid holiday unless that Friday is also a holiday, in which case the subsequent Monday will be the paid holiday. In the event a holiday falls on Sunday, the subsequent Monday shall be taken off as a paid holiday unless that Monday is also a holiday, in which case that preceding Friday shall be taken off as the paid holiday.

ARTICLE VIII: REDUCTION IN FORCE

A. REDUCTION IN FORCE: INITIATION (Certificated)

When it is necessary to reduce the Certificated staff, the following procedures shall apply. These procedures are subject to revision in order to comply with State and Federal laws relating to employment decisions.

1. Attrition

When known and where possible, the number of persons affected by a Reduction in Force will be kept to a minimum by not employing replacements for employees who die, retire, or resign or whose limited contracts are not renewed on the basis of performance. The employment of replacements for some positions may be necessary if employees in the system do not possess the necessary certification and/or do not have the qualifications and experience equal to the person to be hired for a position.

2. Initiation of a Reduction in Force Plan

When sufficient staff reductions are not achieved through attrition, the Superintendent shall recommend to the Board of Education which contracts with staff members are to be suspended in accordance with the reasons and procedures set forth in Ohio Revised Code section 3319.17. In formulating his/her recommendations, the Superintendent shall:

a. Prepare a list of the positions to be abolished as far in advance of the proposed reduction as possible.

b. Prepare seniority lists in accordance with "4" below.

c. Notify staff members who will be subject to reduction by registered mail or contacted by Treasurer of the Board with a signed receipt showing that the notice was hand delivered to such staff member(s). Such persons may request a conference with the Superintendent to be advised of the reason(s) for the staff reduction.

3. Suspension of Contracts

To the extent reductions are not achieved through attrition the Superintendent will recommend reductions in each teaching field affected (area of certification), giving preference to those on continuing contract. Seniority shall not be the basis for a reduction except between teachers who have comparable evaluations. The Board may suspend a contract in part.

4. Seniority

a. Seniority shall be determined by the length of continuous service in the district. Each teacher shall be placed on seniority list(s) within his/her area or areas of certification. If two or more teachers have the same length of continuous service, then seniority will be determined by:

1. The date of the Board meeting at which the teacher was hired; and then by;

2. The order in which the person's name appears in the minutes of the Board meeting at which such person was hired. The first name listed shall have seniority over the second name listed.

b. Length of continuous service will not be interrupted or affected by authorized leaves of absence.

5. Recall for Staff Members Whose Contracts Are Suspended

a. Staff members whose contracts are selected for suspension shall immediately be placed upon a recall list for a period of up to five (5) years.

Staff members on the recall list as of June 30, 2016 are exempt from the five (5) year limitation.

Staff members whose continuing contracts are suspended shall have the right of restoration to continuing service status if and when teaching positions become vacant or are created for which any of such Teachers are or become qualified. Seniority shall not be the basis for a recall except between teachers with comparable evaluations.

When no continuing contract Teachers on the recall list are eligible for recall, then staff members whose limited contracts are suspended shall have the right of restoration to service as provided above.

Staff members non-renewed for performance reasons shall not appear on this list. No new staff members shall be employed by the Board while there are teachers on the recall list who are Certificated for any opening of a teaching position.

1. Where group insurance policies permit, a staff member on the recall list who is unemployed and does not otherwise have group coverage available may continue to participate in those benefits available to Teachers in active employment provided he/she pays the entire premium for any such coverage.

2. A staff member on the recall list who retires or resigns prior to being offered re-employment or who has his/her name removed from the recall list shall not be entitled to severance pay/service retirement pay except under the following conditions:

(1) If a staff member listed on the recall list applies for severance pay/service retirement pay prior to July 10 of the year that he/she is placed on the recall list, the staff member may be paid such benefit up to the maximum amount that the teacher would qualify for on the date of the application.

(2) Application for and receipt of severance pay/service retirement pay shall constitute a voluntary "quit" on the part of the staff member and shall cause his/her name to be removed from the recall list.

b. Notice of recall shall be given by registered mail to the last address given by the Certificated employee to the Board. It shall be the responsibility of the Certificated employee to keep the Board advised in writing of a mailing address at which he/she can be reached. The staff member shall notify the Superintendent in writing within fifteen (15) days from the date the letter is sent to indicate acceptance of such position.

School officials need not notify a Certificated employee of his/her removal from the recall list.

c. A staff member who is offered employment in their area of certification (which is stated on their teaching certificate from Department of Education) but who refuses re-employment waives his/her right to recall and shall be removed from the recall list. Recall rights shall also be forfeited by a staff member should he/she:

1. waive his/her recall rights in writing;
2. resign;
3. fail to accept recall as provided for herein;
4. fail to report to work in a position that he/she has accepted within five school days after receipt of the notice of recall, unless such recalled teacher is prohibited from doing so because of physical illness or injuries; or
5. a certificated employee who is not recalled must apply for employment in accordance with established procedures if he/she desires further consideration for re-employment.

d. A staff member who is laid off as a result of a Reduction in Force will not receive a year of experience credit for seniority or salary schedule placement unless he/she actually works 120 days or more between July 1 and June 30 in that school year.

e. Upon recall, all rights available to Certificated staff members related to salary, fringe benefits, and seniority shall be fully restored. A staff member shall not be entitled to back or retroactive pay for the period of time he/she was reduced from an active staff position and was placed on the recall list.

Only the procedure by which Reduction in Force is carried out shall be subject to the arbitration, provision of this agreement. Thus, for example, the reasons for Reduction in Force as determined by the Board are not subject to the arbitration provision of this agreement.

Nothing contained therein shall abridge the Board's right to non-renew the limited contract of a teacher in accordance with Ohio Revised Code 3319.11.

f. If a position(s) initially abolished is reinstated or if a new position(s) is established, such position(s) will be staffed first from the recall list. A staff member may be transferred to a position affected by the RIF program after the position(s) has been offered to all properly Certificated Teachers on the recall list.

g. Teachers who have been reduced will be given preferential consideration as substitutes in their Certificated areas.

6. Notification to the Association

On October 1 of each school year after a Reduction in Force has occurred, the Superintendent will provide the Association with a list showing the seniority of each Teacher then employed by the Board and will, thereafter, notify the Association of any changes in said list within a reasonable period of time.

B. REDUCTION IN FORCE (Classified)

Definition
When it is necessary to reduce the school support staff, the following procedures shall apply. These procedures are subject to revision in order to comply with State and Federal laws relating to employment decisions. Qualified for the purpose of this Article means having successful prior full-time experience in the District in that classification.

1. Layoff and Work Hour Reduction

No school support staff shall be laid off pursuant to a necessary reduction in the work force unless said school support staff member shall have been notified of said layoff by the Superintendent or his/her designee at least thirty (30) work days prior to the official time of the layoff. However, if the reduction in force is not a full layoff but only a reduction in work hours, only fifteen (15) days' notice need be given.

In the event of a reduction in the work force, the employer shall first lay off by classification school support staff members in reverse order of seniority.

2. Attrition

When known and where possible, the number of persons affected by a Reduction in Force will be kept to a minimum by not employing replacements for employees who die, retire, or resign, or whose limited contracts are not renewed on the basis of

performances. The employment of replacements for some positions may be necessary if employees in the system do not possess the necessary classification and/or do not have qualification and experience equal to the person to be hired for a position.

3. Initiation of a Reduction in Force Plan

When sufficient school support staff reduction is not achieved through attrition, the Superintendent shall recommend to the Board of Education which contracts with school support staff members are to be suspended in accordance with the guidelines set forth below. In formulating his/her recommendations, the Superintendent shall:

a. Prepare a list of the positions to be abolished as far in advance of the proposed reduction as possible.

b. Prepare a seniority list in accordance with "5" below.

c. Notify school support staff members who will be subject to reduction by registered mail or contacted by Treasurer of the Board with a signed receipt showing that the notice was hand delivered to such school support staff member(s). Such persons may request a conference with the Superintendent to be advised of the reason(s) for the school support staff reduction.

4. Suspension of Contracts

To the extent reductions are not achieved through attrition, the following procedures shall be utilized.

a. Within each Classified field affected (area of classification), limited contracts shall be suspended before continuing contracts.

5. Seniority

a. Seniority shall be defined as the length of continuous service within the District. Accumulation of seniority shall begin from the Bargaining Unit Member's first regular work day. In the event that more than one individual Bargaining Unit Member has the same starting date of work, position on the seniority list shall be determined by the order in which the person's name appears in the minutes of the Board meeting at which such person was hired. The first name listed shall have seniority over the second named listed. Part-time Bargaining Unit Members shall accrue seniority on a pro-rated basis.

b. Length of continuous service will not be interrupted or affected by authorized leave of absence.

6. Recall for School Support Staff Members Whose Contracts Are Suspended

a. School support staff members whose contracts are selected for suspension shall immediately be placed upon a recall list compiled from the seniority list.

School support staff members whose continuing contracts are suspended shall have the right of restoration to continuing service status in the order of seniority of service in the district if and when school support staff positions become vacant or are created for which any of such school support staff members are or become qualified.

When no continuing contract school support staff member on the RIF listed are eligible for recall, then school support staff members whose limited contracts are suspended shall have the right of restoration to service as provided above.

School support staff members non-renewed for performance reasons shall not appear on this list. A school support staff member whose name appears on the recall list shall be offered re-employment when a position becomes available for which he/she is qualified. No new school support staff members shall be employed by the Board while there are school support staff members on the recall list who are qualified for any opening of a school support staff position.

1. Where group insurance policies permit, a school support staff member on the recall list who is unemployed and does not otherwise have group coverage available may continue to participate in those benefits available to school support staff members in active employment provided he/she pays the entire premium for any such coverage.

2. A school support staff member on the recall list who retires or resigns prior to being offered re-employment or who has his/her name removed from the recall list shall not be entitled to severance pay/service retirement pay except under the following conditions:

   (1) If a school support staff member listed on the recall list applied for severance pay/service retirement pay prior to July 10 of the year that he/she is placed on the recall list, the school support staff member may be paid such benefit up to the maximum amount the school support staff member would qualify for on the date of the application.

   (2) Application for and receipt of severance pay/service retirement pay shall constitute a voluntary "quit" on the part of the school support staff member and shall cause his/her name to be removed from the recall list.

b. Notice of recall shall be given by registered mail to the last address given by the school support staff member to the Board. It shall be the responsibility of the school support staff member to keep the Board advised in writing of a mailing address at which he/she can be reached. The school support staff member shall notify the Superintendent in writing within fifteen (15) days from the date the letter is sent to indicate acceptance of such position.

School officials need not notify a school support staff member of his/her removal from the recall list.

c. A school support staff member who is offered employment in their area of classification but who refuses re-employment waives his/her right to recall and shall be removed from the recall list. Recall rights shall also be forfeited by a school support staff member should he/she:

1. Waive his/her recall rights in writing;

2. Resign;

3. Fail to accept recall as provided for herein;

4. Fail to report to work in a position that he/she accepted within five (5) school days after receipt of the notice of recall, unless such recalled school support staff member is prohibited from doing so because of physical illness or injuries; or

5. A school support staff member who is not recalled must apply for employment in accordance with established procedures if he/she desires further consideration for re-employment.

Only the procedure by which Reduction in Force is carried out shall be subject to the arbitration provision of this agreement. Thus, for example, the reasons for Reduction in Force as determined by the Board are not subject to the arbitration provision of this agreement.

d. A school support staff member who is laid off as a result of a Reduction in Force will not receive a year of experience credit for seniority or salary schedule placement unless he/she actually works 120 days or more between July 1 and June 30 in that school year.

e. Upon recall, all rights available to school support staff members related to salary, fringe benefits, and seniority shall be fully restored. A school support staff member shall not be entitled to back or retroactive pay for the period of time he/she was reduced from an active school support staff position and was placed on the recall list.

f. If a position(s) initially abolished is reinstated or if a new position(s) is established, such position(s) will be staffed first from the recall list provided a person on the recall list is qualified. A school support staff member may be transferred to a position affected by the RIF program after the position(s) has been offered to all properly qualified school support staff members on the recall list.

g. School support staff members who have been reduced will be given preferential consideration as substitutes in the Classified areas.

7. Notification to the Association

On October 1 of each year after a Reduction in Force has occurred, the Superintendent will provide the Association with a list showing the seniority of each school support staff member then employed by the Board and will, thereafter, notify the Association of any changes in said list within a reasonable period of time.

ARTICLE IX: SENIORITY

A. DEFINITION

Seniority shall be defined as the length of continuous service within the District. Accumulation of seniority shall begin from the Bargaining Unit Member's first regular working day. In the event that more than one individual Bargaining Unit Member has the same starting date of work, position on the seniority list shall be determined by the order in which the person's name appears in the minutes of the Board meeting at which such person was hired. The first name listed shall have seniority over the second name listed.

B. PART-TIME EMPLOYEES

Part-time Bargaining Unit Members shall accrue seniority on a pro-rated basis.

C. POSTING OF LIST

The initial seniority list shall be prepared and given to the Association President and posted in each Department within thirty (30) workdays after the effective date of this Agreement. The employer shall update semiannually the seniority list and shall furnish this updated list to the President of the Association by November 1 and post it in each Department.

D. SENIORITY RIGHTS

All Bargaining Unit Members shall receive seniority rights as provided in this Agreement. Seniority shall be lost by a Bargaining Unit Member upon termination, non- renewal, resignation, retirement or transfer to a non-bargaining unit position. Seniority shall not accrue during any lay off, leave approved and granted by the Board of Education, or disability retirement.

ARTICLE X: SALARY AND FRINGE BENEFITS

A. PAYROLL PROCEDURE (Certificated)

The annual salaries of Bargaining Unit Members shall be paid in twenty-six (26) equal biweekly installments commencing approximately three (3) weeks after the school year begins. Summer payroll will be available on Thursday from noon until 3:00 p.m., when at that time the paychecks will be mailed.

Employees will receive a 2.25% increase on the base salary with the first stretch pay for the 2016-2017 school year. If the levy passes in November 2016, an additional .5% increase to the base will be applied to the work days beginning January 30, 2017, which is to be paid on or about February 24, 2017. This .5% is not retroactive.

The following payroll deductions will be made each pay period for Teachers:

1. Unauthorized or unpaid absences
2. Withholding tax according to the information contained on the exemption certificate filed with the Treasurer
3. Retirement
4. Annuities/457 Plan
5. Medical Insurance
6. United Way
7. Hancock Federal Credit Union
8. E.P.A.C. (Educators Political Action Committee)
9. Professional Association Dues
10. Vision/Dental Insurance
11. Purchase STRS Credit
12. ACTE/Division/Ohio
13. Four County Career Center Endowment Fund
14. Section 125 Plan

The Board agrees that, pursuant to Internal Revenue Code ("IRC") Section 403(b), and subject to the restrictions and limitations outlined below, employees may elect to enter into salary reduction agreements under which the Board will make contributions from the employee's salary or other compensation to an annuity contract or custodial account that is qualified under IRC Section 403(b) (a "tax-sheltered annuity"). The following restrictions and limitations apply with respect to such matters.

1. The Board may restrict the time of the employee salary reduction elections to comply with the requirements of Treasury Regulations Section 1.403(b)-1(b)(3). Employees must make their elections in writing.

2. Employees are responsible for limiting the amount of their contributions to the Internal Revenue Code limits.

3. In accordance with Ohio Revised Code ("ORC") Section 9.91, the Board requires five (5) employees elect to have contributions made to or through an annuity or custodial account provider or broker before the Board will make contributions to or through such entity.

4. In accordance with ORC Section 9.91, the Board may require all tax-sheltered annuity providers or brokers to execute a reasonable hold harmless agreement protecting the Board from Liability.

The Board will make reports to the Internal Revenue Service (e.g. Form W-2s) and withhold federal, state, school district and local income taxes and employment taxes as it believes it is required to do by law.

Changes in Annuities may be submitted by the 15th of the month and will be effective the 1st of the following month.

Changes in the Hancock Federal Credit Union may be made monthly. Changes must be turned in to the Treasurer by the 15th of the month preceding the month of the desired changes.

Changes in United Way contributions will be made once a year – the first pay in January. These changes must be to the Treasurer by the 15th of December.

Payments of these deductions will be on a timely basis by the Treasurer.

Payments of NWOEA Credit Union and EPAC deductions will be made each pay.

A.1. PAYROLL PROCEDURE (Classified)

Bargaining Unit Members will be paid in twenty-six biweekly payments and the payday schedule will be every other Friday. Paychecks will be available from the Business/Treasurer's office by 9:30 a.m. on the pay date. Second shift employees may pick up their paychecks in the Business office at the start of their shift on Thursday of the pay week.

All Bargaining Unit Members will be paid an hourly rate. All Bargaining Unit Members will be paid bi-weekly based on the time slips submitted to the designated supervisor on the previous pay date.

Employees who have worked hours after July 1 through the ratification of the agreement, the 2.25% is retroactive on the employee's regularly assigned hours only, and does not apply to any extra time or overtime for this period. If the levy passes in November 2016, an additional .5% increase to the base will be applied to the work days beginning January 30, 2017, which is to be paid on or about February 24. This .5% is not retroactive.

Pay periods will be Saturday through Friday.

The following payroll deductions will be made each pay period for Bargaining Unit Members:

1. Unauthorized or unpaid absences
2. Withholding tax according to the information contained on the exemption certificate filed with the Treasurer
3. Retirement
4. Annuities/457 Plan
5. Medical Insurance
6. United Way
7. Hancock Federal Credit Union
8. E.P.A.C. (Educators Political Action Committee)
9. Professional Association Dues
10. Vision/Dental Insurance
11. Purchase Service Credit
12. ACTE/Division/Ohio

13. Four County Career Center Endowment Fund
14. Section 125 Plan

The Board agrees that, pursuant to the Internal Revenue Code ("IRC") Section 403(b), and subject to the restrictions and limitations outlined below, employees may elect to enter into salary reduction agreements under which the Board will make contributions from the employee's salary or other compensation to an annuity contract or custodial account that is qualified under IRC Section 403(b) (a "tax-sheltered annuity"). The following restrictions and limitations apply with respect to such matters.

1. The Board may restrict the time of the employee salary reduction elections to comply with the requirements of Treasury Regulations Section 1.403(b)-1(b)(3). Employees must make their elections in writing.

2. Employees are responsible for limiting the amount of their contributions to the Internal Revenue Code limits and must sign the certification that is Exhibit A to this contract. The Board may, but is not required to, restrict or limit contributions on behalf of employees to the extent that it believes that the total contributions for an employee will exceed the Internal Revenue Code limits or otherwise will be currently subject to income tax.

3. In accordance with Ohio Revised Code ("ORC") Section 9.91, the Board requires five employees elect to have contributions made to or through an annuity or custodial account provider or broker before the Board will made contributions to or through such entity.

4. In accordance with ORC Section 9.91, the Board may require all tax-sheltered annuity providers or brokers to execute a reasonable hold harmless agreement protecting the Board from liability.

The Board will make reports to the Internal Revenue Service (e.g. Form W-2s) and withhold federal, state school district and local income taxes and employment taxes as it believes it is required to do by law.

Changes in Annuities may be submitted by the 15th of the month and will be effective the 1st of the following month.

Changes in the Hancock Federal Credit Union may be made monthly. Changes must be turned in to the Treasurer by the 15th of the month preceding the month of the desired changes.

Changes in United Way contributions will be made once a year – the 1st pay in January. These changes must be to the Treasurer by the 15th of December.

Payments of these deductions will be on a timely basis by the Treasurer.
Payments of NWOEA Credit Union and EPAC deductions will be made each pay.

B. SEE SALARY SCHEDULE APPENDIX A & B

C. PLACEMENT AS TO TRAINING CLASSIFICATION (Certificated)

The following definitions only apply to Career Tech Instructors.

Bachelor equivalent in Career Technical Education is the ODE minimum requirement to obtain a teaching license.

Master equivalent means hired with a Bachelor equivalent then acquired a Bachelor Degree.

1. Salary Schedule Classes:

   Column 1. Certificated staff member who possesses bachelor's degree or equivalent will be placed in Column 1.

   Column 2. Certificated staff member who will be placed in Column 2 meets any of the following qualifications:

   a. 150 semester hours
   b. A bachelor equivalent plus 30 semester hours

   Column 3. Certificated staff member who will be placed in Column 3 possesses a Master's degree or equivalent. A Teacher who meets the qualifications for an eight (8) year vocational certificate having a bachelor's degree equivalent will be placed on Column 3.

2. New hires holding a teaching certificate/license will be granted up to 5 years of experience for salary placement as stated in ORC Section 3317.14 and 3317.13. All years above 5 shall be at the discretion of the Superintendent.

3. Newly hired alternative licensure Career/Technical Education instructors will be granted up to ten (10) years at a minimum of a 2 for 1 ratio for those years of work-related experience above the requirements set forth in the "*Guide for Licensing Candidates for Career-Technical and Adult Education in Ohio*". All years above ten (10) shall be at the discretion of the superintendent.

4. Any Certificated Bargaining Unit Member who has completed additional work which would result in a change of training classification must submit satisfactory evidence to the Treasurer or designee of such work by September 15 in order to receive the benefit from such movement retroactive to the beginning of the school year. However, if evidence is received by the Treasurer or designee after September 15 and on or before February 1, the employee will receive benefits at the beginning of second semester but will not be retroactive to the beginning of the school year.

D. COMPENSATORY/SUPPLEMENTAL PAY (Certificated)

1. Compensatory Pay will be pro-rated as a factor of base salary, Bargaining Unit Members shall receive compensatory pay for:

   a. Teaching during a scheduled conference period
   b. Career/Technical Student Organization (CTSO) activities
   c. Non-CTSO Student Organization activities

2. Compensatory Pay for Teaching During a Conference Period

   Teachers who teach during their conference period will receive compensatory pay for any hours or partial hours spent in teaching during their conference period. Such assignment will be voluntary and by mutual agreement between the Teacher and appropriate Supervisor, both of whom shall sign the appropriate form.

3. Supplemental Pay for Career/Technical Student Organization Activities

   Teachers who are specifically assigned and approved in advance by the Director of Career/Technical Education, to supervise students outside of the normal school day in connection with participation in District, Regional, State, or National club duties shall receive compensatory pay, not to exceed the dollar equivalent to seven and one-half (7-1/2) hours in any one day, as approved by the Director.

   Outside of the academic year, teachers will be paid $400 per day for each day requiring eight (8) or more hours of student supervision.

4. If a club advisor has no club period available due to teaching assignment/schedule, they will receive a stipend of four percent (4%) of the base.

5. The Director of Career/Technical Education will provide the Treasurer's Office by August 15 a list of those Certificated Bargaining Unit Members who have lab/lab assignments. Those certificated Bargaining Unit Members will receive an additional 1/9 of their per diem salary.

E. "ME TOO" CLAUSE

Notwithstanding any provision of this agreement to the contrary, the Association and the Board agree that any position outside the bargaining unit that receives a salary increase, that salary % increase shall be applied to bargaining unit members.

ARTICLE XI: SERVICE RETIREMENT/SEVERANCE PAY

A. SERVICE RETIREMENT PAY/SEVERANCE PAY (Certificated)

In accordance with Section 3319.141 of the Revised Code, each Bargaining Unit Member who presents evidence (deposit and service report) of retirement from the State Teachers Retirement System or the School Employees Retirement System, at the time of retirement from active service with the Four County Joint Vocational School District, shall be granted

service retirement pay for their accrued but unused sick leave days according to the following provisions:

1. To be eligible for service retirement: the Board of Education must accept the Bargaining Unit Member's resignation for the purpose of retirement or a former employee may apply to the Board of Education for service retirement pay prior to ninety (90) days after the last paid date of service with the Four County Joint Vocational School District, if such resignation was for the purpose of retirement pay based on the former employee moving from active employment into the retirement system.

2. Service retirement pay shall be for the Bargaining Unit Member's accrued but unused sick leave days at the time for retirement based on 25 percent of the value of the employee's eligible 220 days maximum accrued but unused sick leave days.

3. Payment shall be based upon the Bargaining Unit Member's daily rate of pay at the time of retirement according to the number of days in the school year.

4. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the Bargaining Unit Member at that time.

5. Such payment shall be made only once to any Bargaining Unit Member based upon a continuous term of service of a minimum of 5 years or more as a regular employee as established by Board minutes and/or other records of the Board if the minutes are not available.

6. Contributions to the employee's retirement system based upon monies paid for accrued, unused sick leave will not be made by either the Board of Education or the employee.

7. Service retirement pay shall be paid within ninety (90) calendar days of the Bargaining Unit Member's effective day of retirement. Service retirement pay will be subject to all legal deductions. Payments shall be one lump sum.

8. "Retire" and "Retirement" shall be defined according to criteria set up by Revised Code 3307.58 and 3307.01. No other definition shall be considered.

B. SEVERANCE PAY (Certificated)

Those Bargaining Unit Members who resign from a position with the Four County Joint Vocational School Board of Education and that do not qualify for Service Retirement pay as provided in the above paragraph may qualify for Severance Pay as identified in the following sections:

Under the provisions of Section 3319.141 of the Revised Code, each Bargaining Unit Member who presents evidence of his/her intention to resign from the employment with the Four County Joint Vocational School District Board of Education and does not anticipate future employment in an occupation that accumulates sick leave benefits identical with the sick leave accumulation of the Four County Board of Education, and other Ohio school systems and public employment in the State of Ohio may request that he/she be paid the severance allowance allocable to the individual employee. Upon the

basis of the above, the resigned Bargaining Unit Member shall be granted severance pay for his/her unused sick leave days according to the following provisions.

1. To be eligible for severance pay, the Board of Education must accept the Bargaining Unit Member's resignation or former Bargaining Unit Members may apply to the Board of Education for Severance pay prior to ninety (90) days after the last paid date of service with the Four County Joint Vocational School District and the Board officially accepts the Bargaining Unit Member's request for severance pay based on the former Bargaining Unit Member's accepted resignation.

2. The method of payment and allocable deductions shall follow the provisions of the Service Retirement Pay.

   Further eligibility and allowance for Severance Pay will be based on the following factors:

Eligible Years of Completed Service at Four County Joint Vocational School District	Percent of accrued unused sick leave days payable allowance
1 – 4	0%
5 – 9	5%
10 – 14	10%
15 years and up	25% of 130 days

C. SERVICE RETIREMENT PAY (Classified)

In accordance with Section 3319.141 of the Revised Code, Bargaining Unit Members who present evidence (deposit and service report) of retirement from the School Employees Retirement System, at the time of retirement from active service with the Four County Joint Vocational School District, shall be granted service retirement pay for their accrued but unused sick leave days according to the following provisions.

1. To be eligible for service retirement pay: the Board of Education must accept the Bargaining Unit Member's resignation or former Bargaining Unit Members may apply to the Board of Education for service retirement pay prior to ninety (90) days after the last paid date of service with the Four County Joint Vocational School District, if such resignation was for the purpose of retirement pay based on the Bargaining Unit Member moving from active employment into the retirement system.

2. Service retirement pay shall be for Bargaining Unit Members accrued but unused sick leave days at the time for retirement based on 25 per cent of the value of the Bargaining Unit Members eligible 220 days maximum for school year accrued but unused sick leave days.

3. Payment shall be based upon Bargaining Unit Members daily rate of pay at the time of retirement.

4. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the Bargaining Unit Members at that time.

5. Such payment shall be made only once to any Bargaining Unit Member based upon a continuous term of service of a minimum of five (5) years or more as a regular Bargaining Unit Member as established by Board minutes and/or other records of the Board if the minutes are not available.

6. Contributions to the Bargaining Unit Member's retirement system based upon monies paid for accrued, unused sick leave will not be made by either the Board of Education or the employee.

7. Service retirement pay shall be paid within ninety (90) calendar days of the Bargaining Unit Members effective day of retirement. Service retirement pay will be calculated at the percentage and salary in effect on effective date of resignation. The pay shall be subject to all legal deductions. Payments shall be in one lump sum.

8. "Retire" and "Retirement" shall be defined according to criteria set up by Revised Code 3309.34 and 3309.01. No other definition shall be considered.

D. SEVERANCE PAY (Classified)

Those Bargaining Unit Members who resign from a position with the Four County Joint Vocational School Board of Education and that do not qualify for Service Retirement pay as provided in the above paragraph may qualify for Severance Pay as identified in the following sections:

Under the provisions of Section 3319.141 of the Revised Code, each Bargaining Unit Member who presents evidence of his/her intention to resign from the employment with the Four County Joint Vocational School District Board of Education and does not anticipate future employment in an occupation that accumulates sick leave benefits identical with the sick leave accumulation of the Four County Board of Education, and other Ohio school systems and public employment in the State of Ohio may request that he/she be paid the severance upon the basis of the above, the resigned Bargaining Unit Member shall be granted severance pay for his/her unused sick leave days according to the following provisions.

1. To be eligible for severance pay, the Board of Education must accept the Bargaining Unit Member's resignation or former Bargaining Unit Members may apply to the Board of Education for Severance pay prior to ninety (90) days after the last paid date of service with the Four County Joint Vocational School District and the Board officially accepts the Bargaining Unit Member's request for severance pay based on the former Bargaining Unit Member's accepted resignation.

2. The method of payment and allocable deductions shall follow the provisions of the Service Retirement Pay.

Further eligibility and allowance for Severance Pay will be based on the following factors:

Eligible Years of Completed Service at Four County Joint Vocational School District	Percent of accrued unused sick leave days payable allowance
1 – 4	0%
5 – 9	5%
10 – 14	10%
15 years and up	25% of 130 days

ARTICLE XII: SERS/STRS RETIREMENT

The Four County Joint Vocational School Board of Education shall designate mandatory Ohio State Teachers Retirement System and School Employees Retirement System contributions paid by Bargaining Unit Members as "picked up" contributions (as defined by the Internal Revenue Code Section 414 (h) (2) although they shall continue to be treated as employee contributions (as permitted by Attorney General Opinion 82-097) for purposes of STRS or SERS.

The pick up is mandatory for all Teachers and support staff and no Teacher or support staff member shall have the option of receiving cash in lieu of the pick up.

The gross income of the Teachers and support staff as reported by the Board (and subject to Federal and State Income Tax) shall be total gross income reduced by mandatory employee State Teachers Retirement and School Employees Retirement contributions which have been designated as "picked up" by the Board; and such contributions shall nevertheless be included in computing any final average salary for retirement purposes.

In the event there is a determination that the foregoing adversely affects the qualified status under the Internal Revenue Code of the contributions by the Board of the "Pick Up" contributions or of the STRS or SERS retirement plan, this "pick up" provision shall be null and void.

ARTICLE XIII: RETIRE/REHIRE

Re-employment of Retired Teachers

Teachers who have retired and who are or will be receiving benefits through STRS or any other State retirement system may be employed by the Board of Education. There shall be no expectation that any such teacher, whether formerly an employee of the School District or not, will be offered employment. The District reserves the right to offer or not offer such employment selectively, based on the needs of the District, and no reason will be given for declining to offer such employment to anyone pursuant to this provision.

The salary to be paid to the retired teacher shall be step zero (0) on the pay column at the time of retirement. To the extent this provision shall be in conflict with Chapter 3317 of the Ohio Revised

Code or any other section of the Ohio Revised Code, this subparagraph shall supersede and replace those sections of law with which it is in conflict.

If an employee is no longer eligible for health insurance coverage through STRS or any other State sponsored retirement system, they will be eligible to participate in the health insurance plans, including dental and vision, provided by the Board.

Returning retirees are not entitled to any life insurance, severance benefits or retirement incentive benefits, and cannot participate in the sick leave bank.

Teachers employed pursuant to this provision shall receive one (1) year limited contracts and shall not be eligible for continuing contracts, regardless of their years of service or license held. Each one (1) year contract shall automatically expire upon the completion of the year and it shall not be necessary for the District to take formal action to not re-employ the employee pursuant to 3319.11, Ohio Revised Code, in order to terminate the employment relationship. The employment relationship shall end upon the expiration of the contract in the same manner as a supplemental contract.

Teachers employed pursuant to this provision may not post for vacancies, do not maintain bumping rights, and have no seniority rights over any other teacher.

Teachers employed pursuant to this provision shall start each contractual year with zero (0) sick leave balance but shall earn sick leave during the contractual year at the same rate as other members of the bargaining unit.

The resignation of a person applying for rehire is contingent upon board approval of employee as a retire/rehire pursuant to terms set forth.

ARTICLE XIV: TUITION REIMBURSEMENT

A. Costs incidental (application fee and parking, BCI, matriculation) to college course work for first year employees will be reimbursed upon verification by receipts in addition to tuition reimbursement. In addition, the Board will pay costs related to training and testing for professional certifications, for certified and classified staff.

B. There will be 100% tuition repayment for courses required for alternative licensure teachers until the professional license is obtained. For first-year required coursework, a maximum book allowance of $100 will be paid to those who submit itemized receipts.

C. The tuition reimbursement maximum for all non-alternative licensure route and academic teachers will be $3300 per year. Tuition reimbursement includes the cost of the course and required fees.

D. If the employee chooses to leave the district within one year of receiving tuition reimbursement funds, the employee will be required to pay back 75% of the tuition reimbursement; within two years of receiving tuition funds, the employee will be required to pay back 50% of the tuition reimbursement; within three years of receiving tuition funds, the employee will be required to pay back 30% of the tuition reimbursement.

E. Reimbursement procedures for all employees:

1. The course is given by an accredited institution of post-secondary education and is a professional or technical course relevant to the current position of the Bargaining Unit Member or a part of a planned program leading to a higher degree in the professional field of the Bargaining Unit Member.

2. The relevancy of coursework/CEU is to be determined by the LPDC with final approval to be determined by the Superintendent in advance of the employees' registration. Classified employees' requests for tuition reimbursement/course work must be submitted to the Superintendent for approval in advance of registration.

3. Payment will be made to the employee following successful completion of the course (obtaining a grade of C or better; passing score in a pass/fail class) and submission to the Treasurer's office of verified transcripts or other appropriate documentation accepted by the Treasurer.

F. Cost for professional training/job certification and/or leave will be reimbursed if deemed to be job-related and beneficial to the educational mission of the District and approved by the employee's supervisor prior to registration and/or the request for professional leave. A supervisor's decision to deny such a request for leave and/or reimbursement may be appealed to the Director. The Director's denial of such request may be appealed to the Superintendent. All approvals and/or denials shall be in writing. Any denial of a request shall indicate written reasons for the denial. A decision to deny such a request shall not be unreasonable, arbitrary or capricious.

G. The Board will reimburse employees for college tuition costs up to the contracted amount in advance of course completion if proper paperwork and receipts are submitted. If the employee fails to complete the course and meet the contracted reimbursement criteria, the employee will reimburse the Board within 30 calendar days or by special arrangement with the treasurer. Reimbursement or prepaid expenses may be waived by the superintendent if emergency or extenuating circumstances exist. If participation in or attendance to professional events is canceled by the Board or event host, the employee will not be held liable for expenses but should attempt to obtain any refunds available.

H. The Board shall reimburse employees for the registration/testing fees required for initial state licensures.

ARTICLE XV: INSURANCE

A. INSURANCE COVERAGE

1. General Provisions – Bargaining Unit Members
For those who choose any of the insurance coverages provided herein, the Board shall provide full twelve-month coverage.

2. Life Insurance
Each full-time or regularly employed part-time Bargaining Unit Member will receive $50,000 term Life Insurance coverage. The cost of this coverage will be 100% paid by the Board.

Supplemental Life Insurance will be made available at the employee's cost. Open enrollment will be once a year during the month of September.

Eligibility under this group policy is limited to eligible persons defined in the definition section of the policy. Life insurance will be effective the first work day.

3. Vision Insurance
Each full-time or regularly employed part-time Bargaining Unit Member and their dependents will have available vision insurance.

The Board of Education will pay 95% of the premium cost. Vision insurance will be effective according to insurance policy guidelines.

4. Dental Insurance
All full-time Bargaining Unit Members working 30 hours or more per week, and their dependents, will have available Dental Insurance as provided by the Northern Buckeye Health Plan. The Board of Education will pay ninety-five percent (95%) of the premium cost.

All Bargaining Unit Members working less than 30 hours per week will be provided single coverage. The Board of Education will pay 95% of the premium cost. Dependent coverage under this plan is not available.

Eligibility under this group policy is limited to eligible persons defined in the definition section of the policy. Dental insurance will be effective according to insurance policy guidelines.

5. Medical Insurance
All full-time or regularly employed part-time Bargaining Unit Members and their dependents will have available the following medical insurance plans as provided by the Northern Buckeye Health Plan through the duration of the contract: Access+1A or High Deductible Health Plan.

Eligibility under these group policies is limited to eligible persons defined in the definition section of the policy. Medical insurance will be effective the first work day.

a. Premium Costs:

The following medical insurance plans will be available:

1) Access+1A:
Beginning the 2017 calendar year, the Board will pay 88% of the cost for a single or family plan.

Exception to the above for the Bargaining Unit members working less than thirty (30) hours per week:

a) Bargaining Unit Members working 20-29 hours per week: The Board of Education will pay 85% of a single plan and 80% of a family plan.

b) Bargaining Unit Members working 19 hours or less per week: The Board of Education will pay 63% of a single plan and 60% of a family plan.

2) High Deductible Health Plan
Beginning the 2017 calendar year, the Board will pay 95% of the cost for a single or family plan.

Exception to the above for Bargaining Unit members working less than thirty (30) hours per week:

a) Bargaining Unit Members working 20-29 hours per week: The Board of Education will pay 85% of a single plan and 80% of a family plan.

b) Bargaining Unit Members working 19 hours or less per week: The Board of Education will pay 63% of a single plan and 60% of a family plan.

c) Health Savings Account
The Board agrees to make the following contributions to the Bargaining Unit Member's Health Savings Account:

i) Family Plan: $500 one-time deposit in January; the Board will also match each dollar deposited by the employee into the HSA up to $100 per month for family for a maximum of $1,700 per year in total.

ii) Single Plan: $500 one-time deposit in January; the Board will also match each dollar deposited by the employee into the HSA up to $50 per month for single for a maximum of $1,100 per year in total.

b. For employees changing coverage from the Access+ Plan to the High Deductible Health Plan, the Board of Education agrees to make the following additional contribution to the Bargaining Unit Member's Health Savings Account as follows:

Family Plan: $500 one-time deposit in January
Single Plan: $250 one-time deposit in January

6. S-125 Plan

The Board of Education agrees that it shall maintain a cafeteria plan under Internal Revenue Code (IRS) Section 125 which is intended to permit employee/employer contributions to qualifying programs on a pre-tax basis.

To the extent required for compliance with IRC Section 125 restrictions on the timing of the benefit elections of employees and dependents may be implemented.

7. The Association will appoint its representative to the NBHP insurance committee (currently the LINK Committee).

B. "ME TOO" CLAUSE

Notwithstanding any provision of this agreement to the contrary, the Association and the Board agree that all parties have the same insurance costs. The exception being made to the Superintendent position, unless that position becomes less than bargaining unit members cost.

ARTICLE XVI: FAIR SHARE FEE

A. PAYROLL DEDUCTION OF FAIR SHARE FEE

The Board shall deduct from the pay of members of the Bargaining Unit who elect not be become or to remain members of Four County Joint Vocational School Education Association, a fair share fee for the Association's representation of such non-members during the term of this Contract.

B. NOTIFICATION OF THE AMOUNT OF FAIR SHARE FEE

Notice of the amount of the annual fair share fee shall be transmitted by the Association to the Treasurer of the Board on or about September 15 of each year during the term of this Contract for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

C. SCHEDULE OF FAIR SHARE FEE DEDUCTIONS

1. <u>All Fair Share Fee Payers</u>

Payroll deduction of such fair share fees shall begin with the first payroll period after January 15. The Association will provide to the Board Treasurer a list of fair share fee payers with the amount to be deducted at least one week prior to January15.

2. Termination of Membership During 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.

D. TRANSMITTAL OF DEDUCTIONS

The Board further agrees to accompany each such 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.

E. PROCEDURE FOR REBATE

The Association represents to the Board 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 Constitutions of the United States and the State of Ohio.

F. 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.

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

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

2. The Association shall reserve the right to designate counsel to represent and defend the employer;

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; and

4. The Board acted in good faith compliance with the fair share fee provision of this agreement; 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 XVII: PERFORMANCE

Classified
The Board shall not subcontract Bargaining Unit work during the term of this contract.

Supervisors may not perform regularly performed duties of any Bargaining Unit Member if it results in any reduction in force or displacement of any Bargaining Unit Member.

ARTICLE XVIII: ENTIRE AGREEMENT CLAUSE

This Agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged past practices between the Board of Education and the Association and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing hereto. This provision should not be construed to abrogate the Board's responsibility or the Association's rights to bargain over changes in wages, or terms and other conditions of employment during the duration of this contract.

ARTICLE XIX: MANAGEMENT RIGHTS

The Board of Education retains and reserves unto itself, without limitations, except as may be limited by this Agreement or ORC 4117, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio and of the United States, except as expressly limited by the terms of this contract.

1. To the executive management and administrative control of the school system and its properties and facilities.

2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote, and transfer all such employees.

3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board of Education.

4. To delegate authority through recognized administrative channels for the development and organization of the means and methods of the instruction according to current written Board of Education policy, the selection of textbooks and other teaching materials, and the utilization of teaching aids of all kinds.

5a. <u>Certificated</u>
To determine class schedules, the hours of instruction, and the duties, responsibilities and assignments of Bargaining Unit Members and other employees with respect thereto, and with respect to administrative and non-teaching activities within the school system, the school calendar and the terms and conditions of employment.

5b. Classified

To determine the duties, responsibilities and assignments of Bargaining Unit Members with respect thereto and with respect to administrative and non-teaching activities within the school system, and the terms and conditions of employment.

6. All other rights provided in ORC 4117.08(C) and not limited by the terms of this agreement.

The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of policies, rules, regulations and practices in furtherance thereof, and use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this contract and Ohio Statutes, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Ohio and the rules and regulations promulgated by the Ohio State Board of Education and the Constitution and laws of the United States.

ARTICLE XX: AMENDMENT

Subject to Section 4117.08 of the ORC, and Article XX: Conflict with Law and except as otherwise provided by re-opener herein, this agreement may be altered, deleted from, added to, or otherwise modified only through voluntary mutual consent of both parties in a written signed amendment to this agreement. All requests for amendment and subsequent negotiations following mutual agreement to amend this agreement shall be conducted in accordance with the terms of this agreement except that requests for amendment may be made at any time by either party. All such amendments shall be considered finalized upon ratification by the Board and the Association.

ARTICLE XXI: CONFLICT WITH LAW

The terms of this agreement, which supersede statutory law, shall apply as set forth in Section 4117.10(A) of the Ohio Revised Code. The terms of this agreement shall not apply where inconsistent with constitutional, statutory, or other legal provisions. If any provision of this agreement is found to be contrary to law by the Supreme Court of the United States, or by any court of competent jurisdiction from whose judgment or decree no appeal has been taken within the time provided for doing so, such provisions shall be null and void. However, the remainder of the agreement shall remain in full force and effect.

If, during the term of this Agreement, there is a change in any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, or any court ruling as noted above, which required the Board of Education to develop policies that affect the wages, term(s), condition(s), then the parties will meet to negotiate the additional term, condition of employment or working condition within ten (10) school days upon request of either party. If such negotiations do not resolve the matter within twenty-one (21) school days thereafter, the impasse procedures contained herein may be initiated by either party. Upon agreement and ratification by the parties, any substitute provisions shall be incorporated into this Agreement by written, signed amendments by the parties hereto.

For those areas in which the successor agreement vests the Labor Management Committee with the authority to consider modifications to existing agreement provision or to address new items for inclusion in the agreement, should the Labor Management Committee not reach a consensus on the modification or new provision, or should either the Association or Board reject a Labor Management Committee recommendation, then the dispute resolution procedures of the Collective Bargaining Agreement shall be invoked. Should thereafter the Board attempt to unilaterally implement its final and best position on the item, then the Association retains all rights as set forth in Revised Code Section 4117.14(D)(2) and the right to file a grievance.

ARTICLE XXII: DURATION OF CONTRACT

This Agreement shall become effective as of 12:01 a.m., July 1, 2016, and shall remain in full force and effect through 12:00 a.m., June 30, 2017.

This Agreement shall be the base from which future negotiations shall proceed. If any provision in this Agreement is not modified or deleted through future negotiations, it shall be carried forward automatically, in writing into each successor agreement.

For the Association

Matt Geiger

8-19-16

Date

For the School District

Tim Meister

8-19-16

Date

Appendix A – Certificated Staff

2016-2017
SALARY SCHEDULE – CERTIFICATED

Base $39,374

2.25%

Experience	Index	BA	Index	150 hours	Index	Masters
0	1.000	$ 39,374	1.050	$ 41,343	1.100	$ 43,311
1	1.050	$ 41,343	1.103	$ 43,430	1.156	$ 45,516
2	1.100	$ 43,311	1.156	$ 45,516	1.212	$ 47,721
3	1.150	$ 45,280	1.209	$ 47,603	1.268	$ 49,926
4	1.200	$ 47,249	1.262	$ 49,690	1.324	$ 52,131
5	1.250	$ 49,218	1.315	$ 51,777	1.380	$ 54,336
6	1.300	$ 51,186	1.368	$ 53,864	1.436	$ 56,541
7	1.350	$ 53,155	1.421	$ 55,950	1.492	$ 58,746
8	1.400	$ 55,124	1.474	$ 58,037	1.548	$ 60,951
9	1.450	$ 57,092	1.527	$ 60,124	1.604	$ 63,156
10	1.500	$ 59,061	1.580	$ 62,211	1.660	$ 65,361
11	1.550	$ 61,030	1.633	$ 64,298	1.716	$ 67,566
12	1.600	$ 62,998	1.686	$ 66,385	1.772	$ 69,771
13	1.650	$ 64,967	1.739	$ 68,471	1.828	$ 71,976
14	1.700	$ 66,936	1.792	$ 70,558	1.884	$ 74,181
15	1.750	$ 68,905	1.845	$ 72,645	1.940	$ 76,386
16	1.750	$ 68,905	1.845	$ 72,645	1.940	$ 76,386
17	1.750	$ 68,905	1.845	$ 72,645	1.940	$ 76,386
18	1.800	$ 70,873	1.898	$ 74,732	1.996	$ 78,591

District Mentor Coordinators will receive an additional $1000.00. Teacher mentors will receive an additional $500.00

Appendix A – Certificated Staff

2016-2017
SALARY SCHEDULE – CERTIFICATED
(.5% Increase effective January 30, 2017 only if November 2016 levy passes.)

Base $39,571

Experience	Index	BA	Index	150 hours	Index	Masters
0	1.000	$ 39,571	1.050	$ 41,550	1.100	$ 43,528
1	1.050	$ 41,550	1.103	$ 43,647	1.156	$ 45,744
2	1.100	$ 43,528	1.156	$ 45,744	1.212	$ 47,960
3	1.150	$ 45,507	1.209	$ 47,841	1.268	$ 50,176
4	1.200	$ 47,485	1.262	$ 49,939	1.324	$ 52,392
5	1.250	$ 49,464	1.315	$ 52,036	1.380	$ 54,608
6	1.300	$ 51,442	1.368	$ 54,133	1.436	$ 56,824
7	1.350	$ 53,421	1.421	$ 56,230	1.492	$ 59,040
8	1.400	$ 55,399	1.474	$ 58,328	1.548	$ 61,256
9	1.450	$ 57,378	1.527	$ 60,425	1.604	$ 63,472
10	1.500	$ 59,357	1.580	$ 62,522	1.660	$ 65,688
11	1.550	$ 61,335	1.633	$ 64,619	1.716	$ 67,904
12	1.600	$ 63,314	1.686	$ 66,717	1.772	$ 70,120
13	1.650	$ 65,292	1.739	$ 68,814	1.828	$ 72,336
14	1.700	$ 67,271	1.792	$ 70,911	1.884	$ 74,552
15	1.750	$ 69,249	1.845	$ 73,008	1.940	$ 76,768
16	1.750	$ 69,249	1.845	$ 73,008	1.940	$ 76,768
17	1.750	$ 69,249	1.845	$ 73,008	1.940	$ 76,768
18	1.800	$ 71,228	1.898	$ 75,106	1.996	$ 78,984

District Mentor Coordinators will receive an additional $1000.00. Teacher mentors will receive an additional $500.00

Appendix B – Classified Staff

2016-2017
SALARY SCHEDULES

Office Personnel (Includes: Receptionist, Secretary, Education Aide),
Accounting Specialist (Includes Accounting Specialist and Technology Helpdesk Specialist)

2.25%

Experience	Index	*Office Personnel	**Accounting Specialist
0	1.000	13.45	14.86
1	1.033	13.89	15.35
2	1.066	14.34	15.84
3	1.099	14.78	16.33
4	1.132	15.23	16.82
5	1.165	15.67	17.31
6	1.198	16.11	17.80
7	1.231	16.56	18.29
8	1.264	17.00	18.78
9	1.297	17.44	19.27
10	1.330	17.89	19.76
11	1.363	18.33	20.25
12	1.396	18.78	20.74
13	1.396	18.78	20.74
14	1.396	18.78	20.74
15	1.429	19.22	21.23
16	1.429	19.22	21.23
17	1.429	19.22	21.23
18	1.462	19.66	21.73

In addition to the salary schedules:

$.50 per hour will be paid for shift differential

$.50 per hour will be paid for associate's degree

$1.00 per hour will be paid for bachelor's degree

**$.18 per hour will be paid for a Treasurer's license

Appendix B – Classified Staff

2016-2017
SALARY SCHEDULES
(.5% Increase effective January 30, 2017 only if November 2016 levy passes.)

Office Personnel (Includes: Receptionist, Secretary, Education Aide),
Accounting Specialist (Includes Accounting Specialist and Technology Helpdesk Specialist)

Experience	Index	*Office Personnel	**Accounting Specialist
0	1.000	13.52	14.93
1	1.033	13.97	15.42
2	1.066	14.41	15.92
3	1.099	14.86	16.41
4	1.132	15.30	16.90
5	1.165	15.75	17.39
6	1.198	16.20	17.89
7	1.231	16.64	18.38
8	1.264	17.09	18.87
9	1.297	17.54	19.36
10	1.330	17.98	19.86
11	1.363	18.43	20.35
12	1.396	18.87	20.84
13	1.396	18.87	20.84
14	1.396	18.87	20.84
15	1.429	19.32	21.33
16	1.429	19.32	21.33
17	1.429	19.32	21.33
18	1.462	19.77	21.83

In addition to the salary schedules:

$.50 per hour will be paid for shift differential

$.50 per hour will be paid for associate's degree

$1.00 per hour will be paid for bachelor's degree

**$.18 per hour will be paid for a Treasurer's license

Appendix B – Classified Staff

2016-2017
SALARY SCHEDULES

Public Relations Coordinator, Systems Administrator, Test/Intervention Instructor (per MOU), Technology Specialist

2.25%

Experience	Index	Public Relations Coordinator	Systems Administrator	Test/Intervention Instructor/Technology Specialist
0	1.000	25.50	34.53	22.55
1	1.025	26.14	35.39	23.11
2	1.050	26.78	36.26	23.68
3	1.075	27.41	37.12	24.24
4	1.100	28.05	37.98	24.81
5	1.125	28.69	38.85	25.37
6	1.150	29.33	39.71	25.93
7	1.175	29.96	40.57	26.50
8	1.200	30.60	41.44	27.06
9	1.225	31.24	42.30	27.62
10	1.250	31.88	43.16	28.19
11	1.275	32.51	44.03	28.75
12	1.300	33.15	44.89	29.32
13	1.300	33.15	44.89	29.32
14	1.300	33.15	44.89	29.32
15	1.325	33.79	45.75	29.88
16	1.325	33.79	45.75	29.88
17	1.325	33.79	45.75	29.88
18	1.350	34.43	46.62	30.44

In addition to the salary schedules:

$.50 per hour will be paid for shift differential

$.50 per hour will be paid for associate's degree

$1.00 per hour will be paid for bachelor's degree

Appendix B – Classified Staff

2016-2017
SALARY SCHEDULES
(.5% Increase effective January 30, 2017 only if November 2016 levy passes.)

Public Relations Coordinator, Systems Administrator, Test/Intervention Instructor (per MOU), Technology Specialist

Experience	Index	Public Relations Coordinator	Systems Administrator	Test/Intervention Instructor/Technology Specialist
0	1.000	25.63	34.70	22.66
1	1.025	26.27	35.57	23.23
2	1.050	26.91	36.44	23.79
3	1.075	27.55	37.30	24.36
4	1.100	28.19	38.17	24.93
5	1.125	28.83	39.04	25.49
6	1.150	29.47	39.91	26.06
7	1.175	30.12	40.77	26.63
8	1.200	30.76	41.64	27.19
9	1.225	31.40	42.51	27.76
10	1.250	32.04	43.38	28.33
11	1.275	32.68	44.24	28.89
12	1.300	33.32	45.11	29.46
13	1.300	33.32	45.11	29.46
14	1.300	33.32	45.11	29.46
15	1.325	33.96	45.98	30.02
16	1.325	33.96	45.98	30.02
17	1.325	33.96	45.98	30.02
18	1.350	34.60	46.85	30.59

In addition to the salary schedules:

$.50 per hour will be paid for shift differential

$.50 per hour will be paid for associate's degree

$1.00 per hour will be paid for bachelor's degree

Appendix B – Classified Staff

2016-2017
SALARY SCHEDULES

Job Coach, In-School Studies Monitor, Preschool Aide/Day Care Staff Person

2.25%

Experience	Index	*Job Coach, Preschool Aide/Day Day Care Staff Person, In-School Studies Monitor
0	1.000	14.69
1	1.035	15.20
2	1.070	15.72
3	1.105	16.23
4	1.140	16.75
5	1.175	17.26
6	1.210	17.77
7	1.245	18.29
8	1.280	18.80
9	1.315	19.32
10	1.350	19.83
11	1.385	20.35
12	1.420	20.86
13	1.420	20.86
14	1.420	20.86
15	1.455	21.37
16	1.455	21.37
17	1.455	21.37
18	1.490	21.89

In addition to the salary schedules: $.50 per hour will be paid for shift differential

$.50 per hour will be paid for associate's degree

$1.00 per hour will be paid for bachelor's degree

*$.50 per hour will be paid for full-time job coaches

Appendix B – Classified Staff

2016-2017
SALARY SCHEDULES
(.5% Increase effective January 30, 2017 only if November 2016 levy passes.)

Job Coach, In-School Studies Monitor, Preschool Aide/Day Care Staff Person

Experience	Index	*Job Coach, Preschool Aide/Day Day Care Staff Person, In-School Studies Monitor
0	1.000	14.76
1	1.035	15.28
2	1.070	15.79
3	1.105	16.31
4	1.140	16.83
5	1.175	17.34
6	1.210	17.86
7	1.245	18.38
8	1.280	18.89
9	1.315	19.41
10	1.350	19.93
11	1.385	20.44
12	1.420	20.96
13	1.420	20.96
14	1.420	20.96
15	1.455	21.48
16	1.455	21.48
17	1.455	21.48
18	1.490	21.99

In addition to the salary schedules: $.50 per hour will be paid for shift differential

$.50 per hour will be paid for associate's degree

$1.00 per hour will be paid for bachelor's degree

*$.50 per hour will be paid for full-time job coaches

Appendix B – Classified Staff

2016-2017
SALARY SCHEDULES

Warehouse Specialist, Maintenance, Cook, Assistant Cook, Custodian

2.25%

Experience	Index	Warehouse Specialist	*Maintenance	Cook	Assistant Cook	*Custodian
0	1.000	17.99	18.48	13.69	13.04	18.25
1	1.023	18.40	18.91	14.00	13.34	18.67
2	1.046	18.82	19.33	14.32	13.64	19.09
3	1.069	19.23	19.76	14.63	13.94	19.51
4	1.092	19.65	20.18	14.95	14.24	19.93
5	1.115	20.06	20.61	15.26	14.54	20.35
6	1.138	20.47	21.03	15.58	14.84	20.77
7	1.161	20.89	21.46	15.89	15.14	21.19
8	1.184	21.30	21.88	16.21	15.44	21.61
9	1.207	21.71	22.31	16.52	15.74	22.03
10	1.230	22.13	22.73	16.84	16.04	22.45
11	1.253	22.54	23.16	17.15	16.34	22.87
12	1.276	22.96	23.58	17.47	16.64	23.29
13	1.276	22.96	23.58	17.47	16.64	23.29
14	1.276	22.96	23.58	17.47	16.64	23.29
15	1.299	23.37	24.01	17.78	16.94	23.71
16	1.299	23.37	24.01	17.78	16.94	23.71
17	1.299	23.37	24.01	17.78	16.94	23.71
18	1.322	23.78	24.43	18.10	17.24	24.13

In addition to the salary schedules: $.50 per hour will be paid for shift differential

$.50 per hour will be paid for associate's degree

$1.00 per hour will be paid for bachelor's degree

*$.50 per hour will be paid for shift leader

If employee chooses to work 1st shift, the employee will not receive the shift differential.

Appendix B – Classified Staff

2016-2017
SALARY SCHEDULES
(.5% Increase effective January 30, 2017 only if November 2016 levy passes.)

Warehouse Specialist, Maintenance, Cook, Assistant Cook, Custodian

Experience	Index	Warehouse Specialist	*Maintenance	Cook	Assistant Cook	*Custodian
0	1.000	18.08	19.57	14.76	13.11	18.34
1	1.023	18.50	19.00	14.08	13.41	18.76
2	1.046	18.91	19.42	14.39	13.71	19.18
3	1.069	19.33	19.85	14.71	14.01	19.61
4	1.092	19.74	20.28	15.03	14.32	20.03
5	1.115	20.16	20.71	15.34	14.62	20.45
6	1.138	20.58	21.13	15.66	14.92	20.87
7	1.161	20.99	21.56	15.98	15.22	21.29
8	1.184	21.41	21.99	16.29	15.52	21.71
9	1.207	21.82	22.41	16.61	15.82	22.14
10	1.230	22.24	22.84	16.92	16.13	22.56
11	1.253	22.65	23.27	17.24	16.43	22.98
12	1.276	23.07	23.70	17.56	16.73	23.40
13	1.276	23.07	23.70	17.56	16.73	23.40
14	1.276	23.07	23.70	17.56	16.73	23.40
15	1.299	23.49	24.12	17.87	17.03	23.82
16	1.299	23.49	24.12	17.87	17.03	23.82
17	1.299	23.49	24.12	17.87	17.03	23.82
18	1.322	23.90	24.55	18.19	17.33	24.25

In addition to the salary schedules: $.50 per hour will be paid for shift differential

$.50 per hour will be paid for associate's degree

$1.00 per hour will be paid for bachelor's degree

*$.50 per hour will be paid for shift leader

If employee chooses to work 1st shift, the employee will not receive the shift differential.

Appendix C-1

FCCC SLO Form

Teacher Name:	School Year:
	Lab/Content:
Interval of Instruction is October 1st until May 1st	
Student Population:	
Standard(s)/Content to be addressed in this SLO:	
Assessments to be used to measure the growth:	
Growth Target:	
This SLO Template is approved as is:	Date:
This SLO Template needs to be modified and approved:	Date:

Modifications Needed:

Appendix C-2

FCCC Walkthrough Form

Teacher Name:	Subject/Content:
Evaluator Name:	Time Begins:
Things I Saw:	Time Ends:
	Question or comment for the teacher:
Evaluator Signature:	Photocopy to Teacher:

Appendix C-3

FCCC Growth Plan Form

	School Year:
Teacher Name:	Lab/Content:
Goal 1:	Evidence Indicators:
Goal 2:	Evidence Indicators:
Resources needed to meet the above goals:	
Evaluator Signature:	Date:
Teacher Signature:	Date:

Appendix C-4

FCCC Improvement Plan Form

Teacher Name:	School Year:
	Lab Content:
Date of Improvement Plan Conference:	
Performance Standard(s) to be addressed in this plan:	
Goal 1:	Evidence Indicators:
Goal 2:	Evidence Indicators:
Resources needed to meet the above goals:	
Evaluator Signature:	Date:
Teacher Signature:	Date:

Goals Not Met Date:_____

Goals Met Date: _____

Appendix C-5

Lookup Table

Teacher Performance

		4	3	2	1
Most Effective	Above	Accomplished	Accomplished	Skilled	Developing
Above Average		Accomplished	Accomplished	Skilled	Developing
Average	Expected	Skilled	Skilled	Developing	Developing
Approaching Average	Below	Developing	Developing	Ineffective	Ineffective
Least Effective		Developing	Developing	Ineffective	Ineffective

Appendix C-6

Teacher Evaluation Portfolio – Evidence Checklist

The following pieces of evidence must be presented to your supervisor in a binder, in a folder, electronically, or in some other organized format at the time of your second observation conference (at the latest).

Standard 1: Evidence of Student Learning: Give at least 3 examples of the following (can be any combination of 3 of these items, but need not include ALL of them):

- Lesson plans, activities, journals, samples of student work
- Activities that have been completed to learn about students' backgrounds, interests, and experiences (ex. Interest inventory, student's permanent record, conversations with previous teachers)

Standard 2 & 4: Evidence of Understanding Content Area: Provide 1 piece of evidence of the following:

- Curriculum map, course of study, course outline, etc…

Standard 3: Evidence of Assessment: Provide at least 5 examples of the following (can be any combination of 5 of these items, but need not include ALL of them):

- Summative and formative assessments (paper and pencil, informal, formal, performance based, etc…)
- Grading rubrics
- Data analysis of assessment results
- Records of communication with parents regarding student assessment

Standard 6: Evidence of Collaboration and Communication: Provide at least 3 examples of the following (can be any combination of 3 of these items, but need not include ALL of them):

- Log of parent communication (phone calls, emails, conferences, with names, dates, times, etc…)
- Log of collaborative efforts with others teachers, administrators, or community (who you collaborated with and for what purpose, date, time, etc…)
- Log of student interventions (student name, for what purpose, date, time, etc…)

Standard 7: Evidence of Professionalism: Provide at least 3 examples of the following (can be any combination of 3 of these items, but need not include ALL of them):

- Log of workshops attended, conferences, etc… for professional development (date, time, subject of workshop/conference)
- Copy of LPDC goals
- List the professional organizations, clubs, or committees you are a member of or that you advise

Appendix C-7

Teacher Evaluation Portfolio—Evidence Scoring Rubric

Name of Teacher: _____ Name of Evaluator: _____

Standard 1: Evidence of Student Learning: Give at least 3 examples of the following (can be any combination of 3 of these items, but need not include ALL of them):

- Lesson plans, activities, journals, samples of student work
- Activities that have been completed to learn about students' backgrounds, interests, and experiences (ex. Interest inventory, student's permanent record, conversations with previous teachers)

SCORE:
___1 (Ineffective) – for 0 pieces of evidence
___2 (Developing)- for 1 piece of evidence
___3 (Skilled) – for 2 pieces of evidence
___4 (Accomplished) – for 3 or more pieces of evidence

Standard 2 & 4: Evidence of Understanding Content Area: Provide 1 piece of evidence of the following:

- Curriculum map, course of study, course outline, etc…

SCORE:
___1 (Ineffective) – for 0 pieces of evidence
___4 (Accomplished) – for 1 piece of evidence

Standard 3: Evidence of Assessment: Provide at least 3 examples of the following (can be any combination of 3 of these items, but need not include ALL of them):

- Summative and formative assessments (paper and pencil, informal, formal, performance based, etc…)
- Grading rubrics
- Data analysis of assessment results
- Records of communication with parents regarding student assessment

SCORE:
___1 (Ineffective) – for 0 pieces of evidence
___2 (Developing)- for 1 piece of evidence
___3 (Skilled) – for 2 pieces of evidence
___4 (Accomplished) – for 3 or more pieces of evidence

Standard 6: Evidence of Collaboration and Communication: Provide at least 3 examples of the following (can be any combination of 3 of these items, but need not include ALL of them):

- Log of parent communication (phone calls, emails, conferences, with names, dates, times, etc…)
- Log of collaborative efforts with others teachers, administrators, or community (who you collaborated with and for what purpose, date, time, etc…)
- Log of student interventions (student name, for what purpose, date, time, etc…)

SCORE:
___1 (Ineffective) – for 0 pieces of evidence
___2 (Developing)- for 1 piece of evidence
___3 (Skilled) – for 2 pieces of evidence
___4 (Accomplished) – for 3 or more pieces of evidence

Standard 7: Evidence of Professionalism: Provide at least 3 examples of the following (can be any combination of 3 of these items, but need not include ALL of them):

- Log of workshops attended, conferences, etc… for professional development (date, time, subject of workshop/conference)
- Copy of LPDC goals
- List the professional organizations, clubs, or committees you are a member of or that you advise

SCORE:
___1 (Ineffective) – for 0 pieces of evidence
___2 (Developing)- for 1 piece of evidence
___3 (Skilled) – for 2 pieces of evidence
___4 (Accomplished) – for 3 or more pieces of evidence

FINAL SCORE (Average of 5 SCORES): _____

Take the total score and divide it by 5. Round up or down if needed. This will determine the final ranking.

0 – 1 = Overall ranking of INEFFECTIVE
2 = Overall ranking of DEVELOPING
3 = Overall ranking of SKILLED
4 = Overall ranking of ACCOMPLISHED

Teacher Performance Evaluation Rubric

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

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

Instruction and Assessment					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTIONAL PLANNING	**PRIOR CONTENT KNOWLEDGE / SEQUENCE / CONNECTIONS (Standard 1: Students; Standard 2: Content; Standard 4: Instruction)** *Sources of Evidence.* Pre-Conference	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.	The teacher makes an attempt to connect the lesson to students' prior knowledge, to previous lessons or future learning but is not completely successful.	The teacher makes clear and coherent connections with students' prior knowledge and future learning—both explicitly to students and within the lesson. The teacher plans and sequences instruction to include the important content, concepts, and processes in school and district curriculum priorities and in state standards.	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. 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.
	Evidence				
INSTRUCTIONAL PLANNING					
INSTRUCTIONAL PLANNING	**KNOWLEDGE OF STUDENTS (Standard 1: Students)** *Sources of Evidence:* Analysis of Student Data Pre-Conference	The teacher demonstrates a lack of familiarity with students' backgrounds and has made no attempts to find this information. The teacher's plan for instruction does not demonstrate an understanding of students' development, preferred learning styles, and/or student backgrounds/prior experiences.	The teacher demonstrates some familiarity with students' background knowledge and experiences and describes one procedure used to obtain this information. 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.	The teacher demonstrates familiarity with students' background knowledge and experiences and describes multiple procedures used to obtain this information. 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.	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. 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. The teacher plans for and can articulate specific strategies, content, and delivery that will meet the needs of individual students and groups of students.
	Evidence				

Instruction and Assessment					
		Ineffective	**Developing**	**Skilled**	**Accomplished**
INSTRUCTION AND ASSESSMENT	**LESSON DELIVERY (Standard 2: Content; Standard 4: Instruction; Standard 6: Collaboration and Communication)** *Sources of Evidence:* Formal Observation Classroom Walkthroughs/ Informal Observations	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. 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.	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. 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.	Teacher explanations are clear and accurate. The teacher uses developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking. 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.	Teacher explanations are clear, coherent, and precise. The teacher uses well-timed, individualized, developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking, including the appropriate use of questions and discussion techniques. 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.
	Evidence				
	DIFFERENTIATION (Standard 1: Students; Standard 4: Instruction) *Sources of Evidence:* Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations	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				
	RESOURCES (Standard 2: Content; Standard 4: Instruction) *Sources of Evidence:* Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations	Instructional materials and resources used for instruction are not relevant to the lesson or are inappropriate for students.	The teacher uses appropriate instructional materials to support learning goals, but may not meet individual students' learning styles/needs or actively engage them in learning.	Instructional materials and resources are aligned to the instructional purposes and are appropriate for students' learning styles and needs, actively engaging students.	Instructional materials and resources are aligned to instructional purposes, are varied and appropriate to ability levels of students, and actively engage them in ownership of their learning.
	Evidence				

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

Instruction and Assessment					
		Ineffective	**Developing**	**Skilled**	**Accomplished**
INSTRUCTION AND ASSESSMENT	**ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment)** *Sources of Evidence:* Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations Post-Conference	The teacher does not routinely use assessments to measure student mastery.	The teacher uses assessments to measure student mastery, but may not differentiate instruction based on this information.	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.	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.
		The teacher rarely or never checks the students' understanding of content. The teacher fails to make adjustments in response to student confusion.	The teacher checks for student understanding and makes attempts to adjust instruction accordingly, but these adjustments may cause some additional confusion	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.	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.
		The teacher persists in using a particular strategy for responding to misunderstandings, even when data suggest the approach is not succeeding.	The teacher gathers and uses student data from a few sources to choose appropriate instructional strategies for groups of students.	The teacher gathers and uses student data from a variety of sources to choose and implement appropriate instructional strategies for groups of students.	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.
		The teacher does not provide students with feedback about their learning.	Students receive occasional or limited feedback about their performance from the teacher.	The teacher provides substantive, specific, and timely feedback of student progress to students, families, and other school personnel while maintaining confidentiality.	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.
	Evidence				

Professionalism					
		Ineffective	**Developing**	**Skilled**	**Accomplished**
PROFESSIONALISM	**PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication; Standard 7: Professional Responsibility and Growth)** *Sources of Evidence:* Professional Development Plan or Improvement Plan; Pre-conference; Post-conference; daily interaction with others	The teacher fails to communicate clearly with students and families or collaborate effectively with professional colleagues. The teacher fails to understand and follow regulations, policies, and agreements. The teacher fails to demonstrate evidence of an ability to accurately self-assess performance and to appropriately identify areas for professional development.	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. The teacher understands and follows district policies and state and federal regulations at a minimal level. The teacher identifies strengths and areas for growth to develop and implement targeted goals for professional growth.	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. The teacher meets ethical and professional responsibilities with integrity and honesty. The teacher models and upholds district policies and state and federal regulations. The teacher sets data-based short- and long-term professional goals and takes action to meet these goals.	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. The teacher meets ethical and professional responsibilities and helps colleagues access and interpret laws and policies and understand their implications in the classroom. The teacher sets and regularly modifies short-and long-term professional goals based on self-assessment and analysis of student learning evidence.
	Evidence				

Appendix C-9

Final Summative Rating of Teacher Effectiveness

Proficiency on Standards 50%	**Ineffective**	**Developing**	**Skilled**	**Accomplished**
Cumulative Performance Rating (Holistic Rating using Performance Rubric)				
Areas of reinforced/refinement?				
Student Growth Data		**Below Expected Growth**	**Expected Growth**	**Above Expected Growth**
Student Growth Measure of Effectiveness				
Areas of reinforced/refinement?				
Final Summative (Overall) Rating	**Ineffective**	**Developing**	**Skilled**	**Accomplished**

_____ Check here if improvement plan has been recommended.

Teacher Signature _____ Date _____

Evaluator Signature _____ Date _____

The signatures above indicate that the teacher and evaluator have discussed the Summative Rating.

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

Appendix D-1

Certified Pre-Observation Form

Certified Employee: _____

Evaluator: _____

Date of Observation: _____ Time: _____

Briefly describe the lesson to be presented today.	What are the goals for the lesson?
What instructional materials resources and/or activities will you use in order to accomplish your goals?	How do you plan to evaluate student achievement for this lesson?
Briefly describe the students in this class, including those with special needs.	Is there anything you would especially like me to notice or any feedback you would like me to provide for this lesson?

Appendix
D-2

FOUR COUNTY CAREER CENTER

CERTIFIED EMPLOYEE EVALUATION RECORD

I acknowledge that I had the opportunity to participate in an orientation meeting prior to September 30, that acquainted me with the Four County Career Center District's Certified Staff Evaluation process.

_____
Certified Employee Signature Date

	Check One
First Conference Record:	____Date _____
Official Second Conference Record:	____Date _____
Other:	____ Date _____

Class_____ Beginning Time_____ Ending Time_____

** A first observation of at least 30 minutes will take place after the first week of school and prior to Dec. 15.*
**A summary of the observation will be provided at least 5 working days prior to first conference.*
**The first conference will be held within 10 working days following the observation.*
**A second observation, at least 30 minutes, will follow at least 10 working days prior to the second conference.*
**A final evaluation summary will be provided least 5 working days prior to second conference.*
**The second conference must be completed prior to March 10.*

AREA I: Planning and Preparation	**Satisfactory**	**Developing**	**Unsatisfactory**	**Not Applicable**
A. Plans appropriate instructional goals and objectives for lessons.	___	___	___	___
B. Plans instruction and student evaluation based on an in-depth understanding of the content, curriculum, industry-based and/or state standards.	___	___	___	___
C. Plans and adapts instruction for all types of learners and their individual needs.	___	___	___	___
D. Demonstrates knowledge of content area and instructional strategies.	___	___	___	___

AREA II: Learning Environment	**Satisfactory**	**Developing**	**Unsatisfactory**	**Not Applicable**
A. Establishes and maintains consistent standards for classroom behavior.	___	___	___	___
B. Makes the physical environment safe and conducive to learning.	___	___	___	___
C. Creates a climate that promotes fairness and mutual respect.	___	___	___	___
D. Establishes and maintains rapport with students.	___	___	___	___

AREA III: Instructional Methods	Satisfactory	Developing	Unsatisfactory	Not Applicable
A. Uses appropriate evaluation and assessments to determine student mastery of content and to make instructional decisions.	___	___	___	___
B. Communicates student achievement and progress to students, parents, and appropriate others.	___	___	___	___
C. Reflects on teaching practice through careful examination of classroom evaluation and assessments.	___	___	___	___
D. Uses effective classroom strategies that utilize higher-order thinking, problem-solving, and encourages real-world connections for all students.	___	___	___	___
E. Provides challenging learning experiences that actively engage students.	___	___	___	___
F. Utilizes available technology to enhance student learning.	___	___	___	___

AREA IV: Professional Responsibility	Satisfactory	Developing	Unsatisfactory	Not Applicable
A. Builds professional relationships with colleagues and actively participates in school-wide initiatives.	___	___	___	___
B. Engages in high-quality, on-going professional development.	___	___	___	___
C. Abides by written administrative policies and procedures within department, school, and district as stipulated in school board policies, administrative procedures, and other currently written regulations.	___	___	___	___
D. Communicates clearly and correctly with students, parents, and appropriate stakeholders.	___	___	___	___
E. Maintains accurate and appropriate records.	___	___	___	___

	Satisfactory	Developing	Unsatisfactory
Final Evaluation Rating	___	___	___

SATISFACTORY: Performance meets standards in majority of areas or exceeds normal expectations.
DEVELOPING: To meet a "Satisfactory" rating, improvement is needed
UNSATISFACTORY: Significant improvement required in order to obtain a "Satisfactory" or a "Developing" status.

AREAS OF STRENGTHS / GENERAL COMMENTS:

DEVELOPING AREAS TO STRENGTHEN: (Including specific recommendations):

PRESCRIPTIVES (INCLUDING TIMELINES) FOR UNSATISFACTORY AREAS:

*Certified Employees may attach additional comments.

The signatures below verify that this evaluation has been discussed with the certified employee but does not necessarily mean agreement of content.

Supervisor's Signature	**Date**	**Certified Employee's Signature**	**Date**
Director's Signature	**Date**	**Superintendent's Signature**	**Date**

Appendix E.1.

Classified Evaluation/Appraisal Form for Director/Supervisor

Instructions to Director/Supervisor: Read each characteristic and variation carefully. Place a checkmark on the scale at the point which, in your judgment, best indicates the status of the employee. This form is to assist the Director/Supervisor with the evaluation but is not a part of the final evaluation and shall not be kept in the official personnel file.

Each employee's ability and fitness in their present occupation or for promotion may be appraised with a reasonable degree of accuracy and uniformity, through this rating report. The rating requires the appraisal of an employee in terms of actual performance. It is essential that judgment be made by careful analysis. Please follow these instructions carefully.

Use your own independent judgment.

Disregard your general impression of the employee and concentrate on one factor at a time.

Study carefully the definitions given for each factor and the specifications for each degree.

When rating an employee, call to mind instances that are typical of his/her work performance. Do not be influenced by unusual cases which are not typical.

Make your rating with the utmost care and thought. Do not allow personal feelings to govern your rating.

After you have rated the employee on all factors, write on the back sheet, under the heading "Classified Performance Summary" any additional information about the employee which you feel has not been covered by the rating report, but which is essential to a fair appraisal.

Classified Evaluation/Appraisal Form

Name: _____

Job Title: _____

Date: _____/_____/_____

Evaluator: _____

Evaluation Area	Description	Satisfactory	Developing	Unsatisfactory	N/A	Evaluator Comments	Staff Comment
Appearance	Dress and personal hygiene are appropriate						
Punctuality	Seldom tardy to work						
School Policies	Accepts, understands and follows school policies and procedures						
Supervision	Accepts, seeks and implements constructive criticism						
Coworkers	Cooperative and willing to help others						
Initiative	Typically a self starter and can work independently						
Application	Stays on task and keeps busy						
Skill	Demonstrates a skill level appropriate for the level of experience and the work needing completed						

Evaluation Area	Description	Satisfactory	Developing	Unsatisfactory	N/A	Evaluator Comment	Staff Comment
Thoroughness	Faithfully completes work in detail and in a timely manner						
Accuracy	Mistakes are kept to a minimum and corrections made in a timely manner						
Resourcefulness	Able to work through problems with little or no help						
Needed Help	Requires an appropriate amount of supervision for the level of experience						
Productivity	Performs assigned work in an economical, efficient and effective manner						
Adaptability	Willing and able to learn new jobs and try new techniques						
Orderliness	Keeps work area clean and organized						
Safety	Works in a safe manner and uses appropriate personal protective equipment						
Equipment Maintenance	Keeps equipment in good operating condition						

Classified Performance Summary

AREAS OF STRENGTH/GENERAL COMMENTS

DEVELOPING AREAS TO STRENGTHEN

AREAS FOR IMPROVEMENT (INCLUDING TIMELINES)

	Satisfactory	Developing	Unsatisfactory
Final Evaluation Rating			

The signatures below verify that this evaluation has been reviewed with the classified employee.

Supervisor: _____ Date: _____/_____/_____

Classified Employee: _____ Date: _____/_____/_____

Director: _____ Date: _____/_____/_____

Superintendent: _____ Date: _____/_____/_____

Appendix E.2.

FOUR COUNTY CAREER CENTER

CLASSIFIED

EMPLOYEE EVALUATION ORIENTATION

Must be completed prior to October 15

I acknowledge that I had the opportunity to participate in an orientation meeting that acquainted me with the Four County Career Center District's Classified Staff Evaluation process.

_____ _____

Classified Employee Signature **Date**

Appendix F

GRIEVANCE PROCEDURE FORM

Signatures indicate the informal discussion has occurred.

_____		_____	
Grievant	**Date**	**Supervisor**	**Date**

Grievant(s) and/or Association: _____

Date Grievance occurred: _____ **Date of Formal Filing:** _____

Initiated at Level: _____

Person to Whom Grievance is Directed: _____

Date and Initial Receipt of Grievance:_____

STATE GRIEVANCE: (Give the specific language in the Master Contract that has allegedly been misinterpreted, violated, or misapplied.) Attach a separate sheet, if necessary.

REMEDY REQUESTED:

GRIEVANCE DECISIONS

STEP ONE Decision: _____

_____

_____

Date: _____ **Signature:** _____
Administrative Representative

Date Received: _____ **Signature:** _____
Grievant and/or Association Representative*

STEP TWO Decision: _____

_____

_____

Date: _____ **Signature:** _____
Administrative Representative

Date Received: _____ **Signature:** _____ **Grievant and/or Association Representative***

STEP THREE Decision: _____

_____

_____

Date: _____ **Signature:** _____
Administrative Representative

Date Received: _____ **Signature:** _____ **Grievant and/or Association Representative***

WHERE DECISION REQUIRES ADDITIONAL SPACE, ATTACH PAGES AS NECESSARY.

***Signature of the Grievant and/or Association Representative indicates only receipt and not necessarily agreement**

Appendix G

Absence Report

Employee Name_____ Date Submitted_____

I hereby request, due to the circumstances identified below, _____ days of leave beginning a.m.\p.m.

_____ 20___ and ending _____a.m.\ 20 .

Sick Leave:

_____Individual – illness, injury, pregnancy, exposure to contagious disease (circle one)

_____Immediate Family Member – illness, injury, death (circle one)

relationship_____

_____Funeral Leave

Personal Leave:

_____Unrestricted Leave

_____Deduct

_____Restricted Leave - (circle one)

1. Birth\Adoption of child in the immediate family
2. Personal Illness in the immediate family not covered by sick leave
3. Funeral visitation not covered by sick leave
4. Legal matters involving individual or immediate family
   _____ (name of attorney)
5. Court appearance for immediate family
6. Marriages in the immediate family
7. Acts of nature that does not result in closing the school
8. Attend one school related activity for a son or daughter. (required 10 days prior)
9. Moving personal household (emergency)
10. Elected representative to Social/Religious event
11. Permission of the Superintendent

Other Leaves:

_____Vacation Leave

_____Legal Obligations Leave_____ (identify)

_____Military Reserve

_____Professional Meeting_____ (identify)

_____Religious Leave_____ (identify)

_____Funeral Attendance – Student or Staff related

_____Assault Leave

The negotiated agreement, board policy, and the Ohio Revised Code specify the guidelines and timeline for the availability and use of requested leave and shall be referred to in case of questions.

_____ _____

Signature of Employee Acknowledgement of Supervisor/Director

Form # 120