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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, 2021 through June 30, 2024

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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/impassé 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 E
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 1

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. Any existing course that is new to a current staff member will be communicated at least five (5) working days prior to the last teacher work day, or as soon as possible, pending the status of the scheduling process. Professional development will be made available. For any new course to be offered the following year and agreed upon between the association and administration, professional development will be made available.

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 ensure 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
2. Requirements for job
3. Deadline for application
4. Effective starting date

1. Job title (classification)
2. Location of work
3. Starting date
4. Rate of pay
5. Hours to be worked
6. Qualifications desired
7. Job description

5. For classified staff, when applying for a position 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.

3. Training for Head Cook position will be offered. A one-time \$150 stipend will be paid to the employee when training is complete. Training must take place outside of the scheduled work day.

When the Head Cook position needs to be filled, as per seniority in Article IX, the position shall be offered by seniority and qualification, and on a rotating basis. After being offered the position, the employee at the top of the list moves to the bottom regardless of whether or not they have accepted the position. After exhausting the seniority list, substitutes or subcontracting will be applied.

Pay for filling the Head Cook position will be an additional \$2.00 per hour to the employee's current rate of pay.

G. EVALUATION (Certificated)

G1. OHIO TEACHER EVALUATION SYSTEM

A. EVALUATION DEFINITIONS

Instruments:

Instruments are the forms used in the teacher evaluation process. The approved instruments attached in Appendix C.

Evaluation Rating:

The final summative evaluation level that is assigned to a teacher shall be based upon a preponderance of the evidence, assessed in a holistic manner, that is aligned to the Ohio Educator Standards. The ratings shall be "accomplished," "skilled," "developing," or "ineffective." The final rating shall not be weighed in such a way that one (1) domain or component of the evaluation system has a higher importance than another, except that any area marked N/A shall not negatively impact the evaluation rating.

Accomplished:

A summative rating on the OTES will only receive a full OTES evaluation every three (3) years.

Skilled:

A summative rating on the OTES will only receive a full OTES evaluation every two (2) years.

Developing:

A summative rating on the OTES will only receive a full OTES evaluation every one (1) year.

Ineffective:

A summative rating on the OTES will only receive a full OTES evaluation every one (1) year plus will be placed on an improvement plan.

High Quality Student Data (HQSD):

This data is quantitative information, derived from instrument(s) rigorously reviewed by locally determined teachers and education experts, which provides evidence of student learning that can be directly attributed to the teacher being evaluated.

Formal Observation:

A formal observation which will last no less than thirty (30), but no more than forty (40) minutes in length. This includes both Holistic and Focused observations.

Walkthroughs:

An informal observation which will last from five (5) to fifteen (15) minutes in length. The intended purpose of the walkthrough is to continue the formative assessment process of gathering evidence for OTES. Refer to Appendix C-7.

Professional Growth Plan (PGP):

A written plan, self-directed or jointly developed between the teacher and the evaluator, as stated herein, designed for the sole purpose of continuing teacher growth, focused on areas identified in the teacher's observations and/or evaluation. Refer to Appendix C-3.

Improvement Plan:

A detailed, written plan collaboratively developed between the teacher and the evaluator utilized solely when a teacher receives an evaluation rating of ineffective or when a teacher has demonstrated a need for improvement in any individual component of the evaluation system. Refer to Appendix C-8.

Observation Cycle:

One (1) observation cycle includes Pre-Conference (Optional), Walkthrough, Formal Observation, and Post-Conference.

Evaluation Cycle:

Two (2) observation cycles with a summative evaluation meeting not later than May 10, to occur within one school year.

Ohio Evaluation System (OhioES):

The electronic system used by the District, to report aggregate, summative teacher evaluation ratings to the Ohio Department of Education (ODE).

B. PURPOSE

The purpose of teacher evaluation is to use fair, objective, and reasonable practices to:

1. Advance the professional learning and practices of teachers individually and collectively in the school district.
2. Inform instruction.
3. Assist teachers and administrators in identifying, implementing, and

supporting best educational practices that will provide the greatest opportunity for student learning and growth.

C. APPLICATION

The teacher evaluation procedure contained in this agreement applies to the following employees of the District who spend at least fifty percent (50%) of their time providing content-related student instruction:

- Teachers working under a license issued under sections 3319.22, 3319.26, 3319.222, 3319.226 of the Ohio Revised Code.
- Teachers working under a permanent certificate issued under section 3319.222 of the Ohio Revised Code as it existed prior to September 2003.
- Teachers working under a permanent certificate issued under section 3319.222 of the Ohio Revised Code as it existed prior to September 2006.
- Teachers working under a permit issued under 3319.301 of the Ohio Revised Code.

Members who are retiring may give notice to the Board before November 15 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 15 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 15 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 (50%) or more of the school year, which would result in the full OTES evaluation procedure not being completed. If this occurs in a year that the teacher is required to have a full OTES evaluation, that full OTES evaluation will occur in the following year and the teacher will subsequently be placed back into the normal evaluation cycle.

If the above scenario occurs in a year that the teacher's contract is eligible for renewal the board will grant the teacher a one-year, 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.

D. EVALUATORS

An evaluator is a full-time employee of Four County Career Center. Each evaluator must hold at least one (1) administrator certificate/license under section 3319.22 of O.R.C. and each shall be State Credentialed at the time of any walkthrough, observation, or evaluation. All satellite teachers will be evaluated by the High School Administration in the affiliate district where they are assigned and will utilize the affiliate school district forms. Those administrators will serve as third party evaluators.

When an Evaluator is unable to complete their portion of the evaluation process due to physical or mental incapacity or unavailability, the Career and Technical Director will be assigned and complete the evaluation according to ODE guidelines and this agreement.

E. STRUCTURE AND PROCEDURES

1. Criteria for Performance Assessment

- a. A teacher's performance shall be based on the Ohio Educator Standards for teaching and the criteria set forth in Appendix C-6. Teacher performance shall be based on the evidence provided by the teacher and the formal observation, walkthroughs and data collected by the evaluator.
- b. A teacher is encouraged to provide evidence to the credentialed evaluator to support and inform an accurate reflection of the holistic evaluation. Examples include, but are not limited to, student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, portfolios, summative assessments, professional education organization work, education awards, and student work samples. All evidence presented shall be considered in the evaluator's assessment of the teacher.
- c. All monitoring or observation of the work performance of a teacher shall be conducted openly, in-person and with full knowledge of the teacher. The District will not use video/audio evidence to assess teaching performance without the consent of the teacher.
- d. No teacher shall be required to complete a self-assessment in the evaluation process.

2. Evaluation Cycle Process

Full OTES:

Professional Growth Plan OR Improvement Plan – Due by September 15

Professional Growth Plan (PGP)

There will be a conference with the evaluator to review the PGP plans by September 30.

All teachers must develop a Professional Growth Plan (PGP) using the Four County Growth Plan Form annually. There should be one (1) student focused goal and one (1) teacher focused goal or two (2) teacher focused goals. No more than two (2) professional growth goals shall be considered.

Teachers receiving an "Accomplished" rating create their own PGP plans.

Those receiving a “Skilled” rating will create a PGP in collaboration with their evaluator. Teachers receiving a “Developing” rating will be guided by their evaluator when creating a PGP plan for them.

Improvement Plan

All teachers that receive a summative rating of “Ineffective” must have an Improvement Plan developed by the evaluator. (See Appendix C-8)

No improvement plan will be required to have more than three (3) achievable goals per evaluation cycle. Ineffective teachers may be assigned a state-certified mentor employed by the District.

Walkthroughs

There will be at least two (2) walkthroughs per teacher as stated above. One will occur each semester, with a written copy given to the member within three (3) days. An additional walkthrough maybe requested by the teacher but will be based upon the schedule of the evaluator.

3. Observations

Teacher must be notified no less than five (5) school days prior to the observation. There will be one (1) Holistic and one (1) Focused observation in each full evaluation year.

The Pre-Conference is at the teacher’s request. When requested, the Pre-Conference will be held at least one (1) school 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 no less than thirty (30), but no more than forty (40) minutes in length. The Evaluator will give the member a written copy of their observation within five (5) school days of the observation.

The post-conference to discuss the observation will be within five (5) school days after the written copy has been given to the teacher. The whole observation process is not to exceed ten (10) school 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 1.

Teachers will have no less than one (1) month to improve upon any noted areas in the observation, prior to the next observation.

The summative evaluation meeting will occur upon completion of the second observation cycle, no later than May 10 pending availability of the OhioES online system.

4. High Quality Student Data

Each evaluation shall contain two (2) measures of high quality student data (HQSD). When applicable to the grade level or subject area taught by the teacher being evaluated, HQSD shall include the value-added progress dimension as one (1) source of HQSD.

HQSD shall be used as evidence in any component of the teacher's evaluation related to the following:

- Knowledge of the students to whom the teacher provides instruction.
- The teacher's use of differentiated instructional practices based on the needs or abilities of individual students.
- Assessment of student learning.
- The teacher's use of assessment data.
- Professional responsibility and growth.

These measures could include but are not limited to vendor and state approved measures, department approved measures, or individually created measures that meets the HQSD criteria. (Refer to Appendix C-4) No evaluation shall be impacted by student performance on tests or other assessments.

5. Off Year OTES (less frequent):

In the years that a teacher does not receive a full OTES evaluation (less frequent observation), the last full OTES evaluation rating will be reported until a full evaluation is required.

In a school year that a teacher does not receive a full OTES evaluation, there will be one (1) observation and one (1) post-conference (less frequent evaluation) tied to the PGP.

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

F. GENERAL PROCEDURES

1. At the beginning of each school year (prior to September 15), 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. In the case of a new teacher, this presentation shall occur no later than thirty (30) days after initial start date with the District. (Refer to Appendices C-1 and C-2)

2. 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.
 - a. Teacher's signature acknowledges discussion and review only.
 - b. Copies are forwarded to the Superintendent.
 - c. 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.
 - d. All copies of evaluations will be retained.
3. Staff members with noted areas for improvement and staff members with noted areas of improvement whose contracts are to be considered for renewal will be formally observed on two (2) occasions for at least thirty (30) 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 need for improvement was first noted.
4. 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.

G. PROBATION PROCEDURE

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

1. There will be two (2) 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 (1) year, but not to exceed two (2) 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 (2) observations shall then be scheduled prior to May 1 of the school year.
6. At the end of such two (2) year probationary period, the teacher shall be placed on regular status beginning with a two (2) year contract or released as per the recommendation of the Superintendent.

H. SUSPENSION PROCEDURE

1. Certified staff member may be suspended from regular duties with pay up to ten (10) 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.

I. DUE PROCESS

1. A teacher shall be entitled to Association representation at any conference during this procedure in which the teacher will be advised of an impending adverse personnel action involving the evaluation cycle.

2. Failure by the District to adhere to any timelines or forms or conditions associated with individual teachers established in this agreement shall render the summative rating of “Accomplished,” providing the teacher was rated “Accomplished” the previous full evaluation; otherwise, a rating of “Skilled” will be rendered. The District shall automatically re-employ the teacher under a continuing contract, if eligible or an appropriate limited contract if the teacher is not eligible for a continuing contract.

J. EVALUATION SECTION REVIEW

The evaluation process by G1 will be evaluated by June 1st of each year during the duration of this contract by the two (2) parties that entered into this contract. This portion may be reopened only to address changes. Any changes must be negotiated and ratified by both parties.

G.2. OHIO SCHOOL COUNSELOR EVALUATION SYSTEM (OSCES)

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

Ohio School Counselors (previously referred to as guidance counselors) licensed in the area of school counseling by the Ohio Department of Education and according to Ohio Revised Code 3301.24.05.

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 (50%) or more of the school year. If this occurs in a year that the counselor’s contract is eligible for renewal the board may choose to grant the counselor a one-year contract in lieu of a two-year, three-year or continuing contract. In that case, a full OSCES evaluation will occur in the following year and the teacher will subsequently be placed back into the normal evaluation cycle.

Any counselor who receives a rating of Accomplished for a summative rating on the OSCES will only receive a full OSCES evaluation every three (3) years or in any year the counselor’s contract is eligible for renewal, so long as the metric of student outcomes, for the most recent school year for which data is available, is skilled or higher.

Any counselor who receives a rating of Skilled for a summative rating on the OSCES will only receive a full OSCES evaluation every two (2) years or in any year the

counselor's contract is eligible for renewal, so long as the metric of student outcomes, for the most recent school year for which data is available, is skilled or higher.

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

Any counselor who receives a rating of Developing or Ineffective for a summative rating on the OSCES will be evaluated every school year.

In a school year that a counselor does not receive a full OSCES evaluation, there will be one informal observation and one informal conference using the current informal form from Appendix G.3. The informal 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 OSCES evaluations.

Any counselor may request a full OSCES 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 specifically for OSCES evaluations. School Counselors will be evaluated by their direct Supervisor who is state credentialed for OSCES evaluations. When an Evaluator is unable to complete their portion of the evaluation process due to physical or mental incapacity or unavailability, another OSCES credentialed evaluator will be assigned and complete the evaluation according to ODE guidelines.

2. Continuing Contracts

Counselors meeting all continuing contract requirements may receive continuing contract status if the counselor receives a summative rating of developing or better.

3. Growth and Improvement/Remediation Plans

A professional growth or improvement plan must be completed the beginning of the school year based on the prior year's *final summative rating*.

On an annual basis, a school counselor will develop two (2) goals for professional growth and development; one (1) in relation to the six (6) standard areas and one (1) in relation to the Metric of Student Outcomes (MSO) area.

- School counselors rated as Accomplished the previous school year will develop their own Growth Plan.
- School counselors rated as Skilled in the previous school year will have a Growth Plan developed in conjunction with the Evaluator.
- School counselors rated as Developing in the previous school year will have a Growth Plan developed in conjunction with the Evaluator and approved by the Superintendent.

- School counselors rated as Ineffective the previous school year will have an Improvement/Remediation Plan developed in conjunction with the Evaluator and approved by the Superintendent.

Professional development should be individualized to meet the needs of the school counselor and specifically relate to the identified areas of refinement as identified in the school counselor's evaluation. The development of the plan can be informed by self-assessment, previous evaluation results, or other relevant data that will assist the school counselor in setting appropriate goals for professional growth. The Evaluator will assist in recommending professional development opportunities and support the school counselor. The Board of Education will allocate financial resources to support professional development in compliance with State law and the State Board of Education's (SBOE's) evaluation framework.

The Evaluator will create the improvement/remediation plan in conjunction with the school counselor, setting SMART (Specific, Measurable, Attainable, Results-Oriented, Time-Bound) Goals.

4. Informal Observations

Informal Observations of school counselors are walkthroughs of *non-confidential activities* that may be unannounced by the Evaluator. Evaluators will conduct Informal Observations that are snapshots of the school counselor's regular activities. Summary data collected through a series of Informal Observations, along with evidence documented through Formal Observations will come together to form the school counselor's final summative evaluation rating.

The evaluator will use the Four County Informal Observation form (see Appendix G.3.). There will be two (2) walkthroughs per counselor, 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 OSCES.

5. Observations

A Pre-Conference is at the school counselor's request. The Pre-Conference when requested will be held at least one (1) day prior to the Formal Observation. The Evaluator will schedule a Formal Observation with counselor; Formal Observations CANNOT occur during confidential student sessions. Formal Observations MAY be scheduled for, but not limited to, the following situations: counselors working in classrooms, small group settings, planning meetings, IEP meetings, etc.

Formal Observations must be at least thirty (30) minutes in length, with two (2) Formal Observations being conducted each school year. The Evaluator will give the counselor a written copy of their Formal Observation within five (5) days of the Formal Observation. A post-conference when requested will be held within five (5) days after the written copy has been given to the counselor. The entire Formal Observation process is not to exceed ten (10) days from the date the Formal Observation was performed.

The first Formal Observation must be completed during the first semester. The second Formal Observation must be completed by May 1st each school year.

Counselors will have no less than one (1) month to improve upon any deficiencies noted in the first Formal Observation, prior to the second Formal Observation being performed.

6. School Counselor Standards and Metric of Student Outcomes (MSO's)
State Board adopted six (6) Standards and a Student Metric. Counselors must receive a rating in each of the six (6) Standards plus the Student Metric, via written evaluation. Each rating counts for 1/7 of the final summative score.

According to the rubric and ODE, a counselor must demonstrate positive change in all three (3) domains of the Student Metric (Academic Achievement, College/Career, Social/Emotional) to receive a rating of Accomplished.

Each school counselor will develop their own individual Student Metric based on the activities and duties that each school counselor is responsible for.

7. Forms
School Counselors and the Evaluator will use the approved forms that are in Appendix G. The forms that are approved are: School Counselor Professional Growth Plan, Improvement/Remediation Plan, Counselor Informal Observation, and Counselor Final Summative Rating Form.

G.3. CERTIFIED STAFF: non-OHIO TEACHER EVALUATION SYSTEM

A. EVALUATION DEFINITIONS

Instruments:

Instruments are the forms used in the teacher evaluation process. The approved instruments are attached in Appendix C.

Evaluation Rating:

The final summative evaluation level that is assigned to a teacher shall be based upon a preponderance of the evidence, assessed in a holistic manner, that is aligned to the Ohio Educator Standards. The ratings shall be “accomplished”, “skilled”, “developing”, or “ineffective.” The final rating shall not be weighed in such a way that one (1) domain or component of the evaluation system has a higher importance than another, except that any area marked N/A shall not negatively impact the evaluation rating.

Accomplished:

A summative rating on the evaluation will only receive a full evaluation every three (3) years.

Skilled:

A summative rating on the evaluation will only receive a full evaluation every two (2) years.

Developing:

A summative rating on the evaluation will only receive a full evaluation every one (1) year.

Ineffective:

A summative rating on the evaluation will only receive a full evaluation every one (1) year plus will be placed on an improvement plan.

Formal Observation:

A formal observation which will last no less than thirty (30), but no more than forty (40) minutes in length. This includes both holistic and focused observations.

Professional Growth Plan (PGP):

A written plan, self-directed or jointly developed between the teacher and the evaluator, as stated herein, designed for the sole purpose of continuing teacher growth, focused on areas identified in the teacher's observations and/or evaluation. Refer to Appendix C-3.

Improvement Plan:

A detailed, written plan collaboratively developed between the teacher and the evaluator utilized solely when a teacher receives an evaluation rating of ineffective or when a teacher has demonstrated a need for improvement in any individual component of the evaluation system. Refer to Appendix C-8.

Observation cycle:

One observation cycle includes Pre-Conference (Optional), Formal Observation, and Post-Conference

Evaluation Cycle:

Two (2) observation cycles with a summative evaluation meeting not later than May 10, to occur within one school year.

B. PURPOSE

The purpose of teacher evaluation is to use fair, objective, and reasonable practices to:

1. Advance the professional learning and practices of certified employees individually and collectively in the school District.
2. Inform communication practices.

3. Assist teachers and administrators in identifying, implementing, and supporting best educational practices that will provide the greatest opportunity for student learning and growth.

C. APPLICATION

The teacher evaluation procedure contained in this agreement applies to certified employees of the District who spend less than fifty percent (50%) of their time providing content-related student instruction.

Members who are retiring may give notice to the Board before November 15 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 15 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 15 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 fifty percent (50%) or more of the school year, which would result in the full evaluation procedure not being completed. If this occurs in a year that the teacher is required to have a full evaluation, that full evaluation will occur in the following year and the teacher will subsequently be placed back into the normal evaluation cycle.

If the above scenario occurs in a year that the teacher's contract is eligible for renewal the Board will grant the teacher a one-year, two-year, three-year, or continuing contract. In that case, a full evaluation will occur in the following year and the teacher will subsequently be placed back into the normal evaluation cycle.

D. EVALUATORS

An Evaluator is a full-time employee of Four County Career Center. Each evaluator must hold at least one (1) administrator certificate/license under section 3319.22 of O.R.C., and each shall be State Credentialed at the time of any observation or evaluation. All satellite teachers will be evaluated by the High School Administration in the affiliate district where they are assigned and will utilize the affiliate school district forms. Those administrators will serve as third party evaluators.

When an Evaluator is unable to complete their portion of the evaluation process due to physical or mental incapacity or unavailability, the Career and Technical Director will be assigned and complete the evaluation according to ODE guidelines and this agreement.

E. STRUCTURE AND PROCEDURES

1. Criteria for Performance Assessment

- a. An employee's performance shall be based on the criteria set forth in Appendix C-9. The Employee performance shall be based on the evidence

provided by the teacher and on the formal observations and data collected by the evaluator.

- b. The Employee is encouraged to provide evidence to the credentialed evaluator to support and inform an accurate reflection of the holistic evaluation. All evidence presented shall be considered in the evaluator's assessment of the teacher.
- c. All monitoring or observation of the work performance of the employee shall be conducted openly, in-person and with full knowledge of the teacher. The District will not use video/audio evidence to assess teaching performance without the consent of the teacher.
- d. No teacher shall be required to complete a self-assessment in the evaluation process.

2. Evaluation Cycle Process

Full Evaluation:

Professional Growth Plan OR Improvement Plan - Due by September 15

Professional Growth Plan (PGP)

There will be a conference with the evaluator to review the PGP plans by September 30.

All teachers must develop a Professional Growth Plan (PGP) using the Four County Growth Plan Form annually. There should be one (1) student focused goal and one (1) teacher focused goal or two (2) teacher focused goals. No more than two (2) professional growth goals shall be considered.

Teachers receiving an "Accomplished" rating create their own PGP plans. Those receiving a "Skilled" rating will create a PGP in collaboration with their evaluator. Teachers receiving a "Developing" rating will be guided by their evaluator when creating a PGP plan for them.

Improvement Plan

All teachers that receive a summative rating of "ineffective" must have an Improvement Plan developed by the evaluator (see Appendix C-8).

No improvement plan will be required to have more than three (3) achievable goals per evaluation cycle. Ineffective teachers may be assigned a state-certified mentor employed by the District.

3. Observations

Teachers must be notified no less than five (5) school days prior to the observation. There will be one (1) Holistic and one (1) Focused observation in each full evaluation year.

The Pre-Conference is at the teacher's request. When requested, the Pre-Conference will be held at least one (1) school 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 no less than thirty (30), but no more than forty (40) minutes in length. The Evaluator will give the member a written copy of their observation within five (5) school days of the observation.

The Post-Conference to discuss the observation will be within five (5) school days after the written copy has been given to the teacher. The whole observation process is not to exceed ten (10) school days from the observation.

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

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

The summative evaluation meeting will occur upon completion of the second observation cycle, no later than May 10.

4. Off Year Evaluation (less frequent):

In the years that a teacher does not receive a full evaluation (less frequent observation), the last full evaluation rating will be reported until a new full evaluation is required.

In a school year that a teacher does not receive a full evaluation, there will be one observation and one post-conference (less frequent observation) tied to the PGP.

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

F. GENERAL PROCEDURES

1. At the beginning of each school year (prior to September 15), 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. In the case of a new teacher, this presentation shall occur no later than thirty (30) days after initial start date with the District. Refer to Appendices C-1 and C-2.

2. 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.
 - a. Teacher's signature acknowledges discussion and review only.
 - b. Copies are forwarded to the Superintendent.
 - c. 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.
 - d. All copies of evaluations will be retained.
3. Staff members with noted areas for improvement and staff members with noted areas for improvement whose contracts are to be considered for renewal will be formally observed on two (2) occasions for at least thirty (30) 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 need for improvement was first noted.
4. 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.

G. PROBATION PROCEDURE

1. The Career and Technical Director will recommend to the Superintendent any staff member to be placed on probation.
 - a. There will be two (2) official observations in the year succeeding the year placed on probation following the schedule established for observation and conferences.
 - b. Teacher may be placed on probation at any time for a period of one (1) year, but not to exceed two (2) years.
 - c. 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.
 - d. 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.

- e. 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 (2) observations shall then be scheduled prior to May 1 of the school year.
2. 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.

H. SUSPENSION PROCEDURE

1. Certificated staff member may be suspended from regular duties with pay up to ten (10) 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.

I. DUE PROCESS

1. A teacher shall be entitled to Association representation at any conference during this procedure in which the teacher will be advised of an impending adverse personnel action involving the evaluation cycle.
2. Failure by the District to adhere to any timelines or forms or conditions associated with individual teachers established in this agreement shall render the summative rating of "Accomplished," providing the teacher was rated "Accomplished" the previous full evaluation; otherwise, a rating of "Skilled" will be rendered. The District shall automatically re-employ the employee

under a continuing contract, if eligible, or an appropriate limited contract if the teacher is not eligible for a continuing contract.

J. EVALUATION SECTION REVIEW

The evaluation processes covered by this section (G) will be evaluated by June 1 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. Any changes must be negotiated and ratified by both parties.

G.4. EVALUATION (Classified) (Forms in Appendix D)

1. Scope and Procedure

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 timelines that were not adhered to because of the Bargaining Unit Member's 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 once every three (3) years thereafter; employees changing positions from one classification to another shall be evaluated during the initial year of the change of position and once every three years (3) 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 April 1, 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 assignments.

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 two (2) years. If re-employed at the conclusion of the first two-year limited contract, the subsequent limited contract will be for a term of two (2) years. If re-employed at the conclusion of the second two-year contract, the subsequent limited contract will be a term of two (2) years. If employed at the conclusion of the third two-year contract, the subsequent contract will be a continuing contract.

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. After completing fifteen (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, 2021.) Any additional accrual beyond 220 does not apply to severance calculations.
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/electronic submission 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 approval. 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 discretion of the Bargaining Unit Member. 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 contract 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 Member's 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. Superintendent approval is required specifically for the first student day and last teacher day.
 - 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, itemized receipts.

2. Daily amount for meal reimbursement per day shall be \$50.00. Employee must substantiate reimbursement with accurate, detailed, itemized receipts. A maximum of five (5) receipts from eating establishments unless multiple receipts show intent of one meal.
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.

For classified members only, an additional nine (9) "Early Outs" may be granted. These nine (9) early outs are subject to supervisor approval and cannot be used during summer hours.

In addition to the “Early Outs” mentioned in the aforementioned paragraph(s), 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 = $\frac{1}{4}$ day
Over 2 hours – up to 4 hours = $\frac{1}{2}$ day
Over 4 hours – up to 6 hours = $\frac{3}{4}$ day
Over 6 hours of absence = 1 full day
 - b. Guidelines for 3.5 hour employees shall be as follows:

 $\frac{1}{4}$ day equals 45 minutes
 $\frac{1}{2}$ day equals 1 hour 45 minutes
 $\frac{3}{4}$ 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 $\frac{1}{4}$ 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-service 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

D1. 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.

D2. FLEXTIME SCHEDULING (Certificated)

1. 7:45 a.m. – 3:15 p.m.
2. Must be applied for in segments based on a 9-week grading period, using the same method as in D1. Flex time is also renewable each 9-week grading period.
3. Certified staff must fulfill all daily obligations before leaving for the day.
4. Approval may be denied or rescinded by the staff member’s supervisor and the Director at the time of request or at any time during the school year to the staff member not fulfilling obligations or expectations.
5. Section D2 will be evaluated by June 1st of each year during the duration of the contract by the two (2) parties that entered into this contract. This portion may be reopened only to address changes.

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	7:00 a.m. through 2:00 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.

Custodial:

Daytime	6:00 a.m. through 2:30 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)	
Attendance Secretary	7:30 a.m. through 3:30 p.m.

Technology

System Administrator	8:00 a.m. through 4:00 p.m.
Technology Specialist	8:00 a.m. through 4:00 p.m.
Technology Helpdesk Staff	8:00 a.m. through 4:00 p.m.
Technology Support Tech.	8:00 a.m. through 4:00 p.m.

Test/Intervention Instructor	8:00 a.m. through 3:30 p.m.
Pre-School Aide	8:30 a.m. through 4:15 p.m.
Educational Aide	8:15 a.m. through 3:45 p.m.
Day Care Staff Person	7:30 a.m. through 3:15 p.m.
Warehouse Specialist	7:30 a.m. through 4:00 p.m.
Accounting Specialist	8:00 a.m. through 4:00 p.m.
Public Relations Coordinator	8:00 a.m. through 4:00 p.m.
Maintenance	7:00 a.m. through 3:30 p.m.
In-School Studies Monitor	8:15 a.m. through 3:15 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.
3. For classified staff who are assigned the duty of securing substitutes, a minimum of 30 minutes pay will be guaranteed for the action of securing substitutes outside of daily work hours. Any overtime compensation will be determined by Section K of this Article.

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)

1. 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.

2. With supervisor approval, employees who work the following events outside of their normal work schedule will have a choice between flex time or time and one-half pay for event hours worked plus a maximum of one hour set up/tear down time if worked.

Advisory Dinner

Open House

Dinner with the Teacher

Orientation (First day worked will be an exchange with working Senior Recognition Day afternoon.)

To qualify for time and one-half pay, the affected employees must be at work their entire scheduled work week including actual hours worked, calamity, and holiday hours, but does not include sick/personal/vacation/deduct leave.

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.

On non-payday Fridays, classified staff will be released 30 minutes early in exchange for both scheduled break times.

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. "Federal Law mandates that all employees that are licensed as a CDL/bus driver must register with the Federal Motor Carrier Safety Administration Drug & Alcohol Clearinghouse."

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 each board-approved school year and the start of the next board-approved school year. 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. Superintendent approval is required specifically for the first student day and last teacher day. 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.

Vacation during the school year shall be offered by seniority and qualification, and on a continuous rotating basis when there are two (2) or more requesting vacation at the same time in the same department. Dates to be considered for rotation must be September 1 and approved by the supervisor/coordinator.

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.

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.

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 base salary increase, that base 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 Employees

Employees 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 employee, 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 employee 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.

Employees 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.

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

Employees 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 2022, January 2023 and January 2024; 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 2022, January 2023 and January 2024; 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.

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.

ARTICLE XVI: FAIR SHARE FEE/MEMBERSHIP

A. ASSOCIATION MEMBERSHIP

Association membership is on an annual basis with the membership year beginning September 1 through August 31. Once a member enrolls, such membership shall be continuous thereafter for each subsequent membership year unless the individual cancels their membership.

Any individual who wishes to cancel their membership must notify the Association Treasurer in writing between August 1 and August 31. A member may cancel their membership outside of the cancellation period; however, such members shall be responsible for all remaining dues and assessments of the current membership year and by such cancellation acknowledges that he/she is foregoing any right specifically reserved to members of the Association.

In the event an employee severs employment or cancels their membership outside of the cancellation period defined above, the District Treasurer shall deduct all owed and remaining dues from the employees next check immediately following such notification.

Unless otherwise specified herein, the Board agrees to automatic payroll deduction of an amount equal to the total dues and assessments of the Association from the pay of all bargaining unit members.

In the case of bargaining unit employees either newly hired after the beginning of the school year, or newly entering the bargaining unit, the payroll deduction shall commence on the first pay date following notification.

Association dues rates shall be transmitted by the Association on or about January 1 of each year to the Board Treasurer for the purpose of determining amounts to be payroll deducted. The Board will promptly transmit all amounts so deducted to the Association.

The Board will accompany each such transmittal with a list of the names of bargaining unit members for whom all such deductions were made, the period covered, and the amounts deducted for each.

B. PAYROLL DEDUCTION OF FAIR SHARE FEE IF PERMITTED UNDER LAW

The Board shall deduct from the pay of members of the Bargaining Unit who elect not to 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.

C. 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.

D. SCHEDULE OF FAIR SHARE FEE DEDUCTIONS

1. All Fair Share Fee Payers

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 January 15.

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.

E. 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.

F. 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.

G. 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. Certificated
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, 2021, and shall remain in full force and effect through 12:00 a.m., June 30, 2024.

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

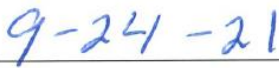
For the School District




Toby Kennerk



Tim Meister



Date



Date

Appendix A – Certificated Staff

**2021-2022
SALARY SCHEDULE – CERTIFICATED**

**Base: \$44,227
2.25% increase**

Experience	Index	BA	Index	150	Index	MA
0	1.000	44,227	1.050	46,438	1.100	48,650
1	1.050	46,438	1.103	48,782	1.156	51,126
2	1.100	48,650	1.156	51,126	1.212	53,603
3	1.150	50,861	1.209	53,470	1.268	56,080
4	1.200	53,072	1.262	55,814	1.324	58,557
5	1.250	55,284	1.315	58,159	1.380	61,033
6	1.300	57,495	1.368	60,503	1.436	63,510
7	1.350	59,706	1.421	62,847	1.492	65,987
8	1.400	61,918	1.474	65,191	1.548	68,463
9	1.450	64,129	1.527	67,535	1.604	70,940
10	1.500	66,341	1.580	69,879	1.660	73,417
11	1.550	68,552	1.633	72,223	1.716	75,894
12	1.600	70,763	1.686	74,567	1.772	78,370
13	1.650	72,975	1.739	76,911	1.828	80,847
14	1.700	75,186	1.792	79,255	1.884	83,324
15	1.750	77,397	1.845	81,599	1.940	85,800
16	1.750	77,397	1.845	81,599	1.940	85,800
17	1.750	77,397	1.845	81,599	1.940	85,800
18	1.800	79,609	1.898	83,943	1.996	88,277

District Mentor Coordinators will receive an additional \$1,000.00.

Teacher mentors will receive an additional \$500.00.

Appendix A – Certificated Staff

**2022-2023
SALARY SCHEDULE – CERTIFICATED**

**Base: \$45,333
2.50% increase**

Experience	Index	BA	Index	150	Index	MA
0	1.000	45,333	1.050	47,600	1.100	49,866
1	1.050	47,600	1.103	50,002	1.156	52,405
2	1.100	49,866	1.156	52,405	1.212	54,944
3	1.150	52,133	1.209	54,808	1.268	57,482
4	1.200	54,400	1.262	57,210	1.324	60,021
5	1.250	56,666	1.315	59,613	1.380	62,560
6	1.300	58,933	1.368	62,016	1.436	65,098
7	1.350	61,200	1.421	64,418	1.492	67,637
8	1.400	63,466	1.474	66,821	1.548	70,175
9	1.450	65,733	1.527	69,223	1.604	72,714
10	1.500	68,000	1.580	71,626	1.660	75,253
11	1.550	70,266	1.633	74,029	1.716	77,791
12	1.600	72,533	1.686	76,431	1.772	80,330
13	1.650	74,799	1.739	78,834	1.828	82,869
14	1.700	77,066	1.792	81,237	1.884	85,407
15	1.750	79,333	1.845	83,639	1.940	87,946
16	1.750	79,333	1.845	83,639	1.940	87,946
17	1.750	79,333	1.845	83,639	1.940	87,946
18	1.800	81,599	1.898	86,042	1.996	90,485

District Mentor Coordinators will receive an additional \$1,000.00.

Teacher mentors will receive an additional \$500.00.

Appendix A – Certificated Staff

**2023-2024
SALARY SCHEDULE – CERTIFICATED**

**Base: \$46,466
2.50% increase**

Experience	Index	BA	Index	150	Index	MA
0	1.000	46,466	1.050	48,789	1.100	51,113
1	1.050	48,789	1.103	51,252	1.156	53,715
2	1.100	51,113	1.156	53,715	1.212	56,317
3	1.150	53,436	1.209	56,177	1.268	58,919
4	1.200	55,759	1.262	58,640	1.324	61,521
5	1.250	58,083	1.315	61,103	1.380	64,123
6	1.300	60,406	1.368	63,565	1.436	66,725
7	1.350	62,729	1.421	66,028	1.492	69,327
8	1.400	65,052	1.474	68,491	1.548	71,929
9	1.450	67,376	1.527	70,954	1.604	74,531
10	1.500	69,699	1.580	73,416	1.660	77,134
11	1.550	72,022	1.633	75,879	1.716	79,736
12	1.600	74,346	1.686	78,342	1.772	82,338
13	1.650	76,669	1.739	80,804	1.828	84,940
14	1.700	78,992	1.792	83,267	1.884	87,542
15	1.750	81,316	1.845	85,730	1.940	90,144
16	1.750	81,316	1.845	85,730	1.940	90,144
17	1.750	81,316	1.845	85,730	1.940	90,144
18	1.800	83,639	1.898	88,192	1.996	92,746

District Mentor Coordinators will receive an additional \$1,000.00.
Teacher mentors will receive an additional \$500.00.

Appendix B – Classified Staff

**2021-2022
SALARY SCHEDULES**

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

Experience	Index	Office Personnel	**Accounting Specialist
0	1.000	15.11	16.69
1	1.033	15.61	17.24
2	1.066	16.11	17.79
3	1.099	16.61	18.34
4	1.132	17.10	18.89
5	1.165	17.60	19.44
6	1.198	18.10	19.99
7	1.231	18.60	20.55
8	1.264	19.10	21.10
9	1.297	19.60	21.65
10	1.330	20.10	22.20
11	1.363	20.59	22.75
12	1.396	21.09	23.30
13	1.396	21.09	23.30
14	1.396	21.09	23.30
15	1.429	21.59	23.85
16	1.429	21.59	23.85
17	1.429	21.59	23.85
18	1.462	22.09	24.40

In addition to the salary schedules:

\$.50 per hour will be paid for shift differential

\$.75 per hour will be paid for associate's degree

\$1.50 per hour will be paid for bachelor's degree

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

Appendix B – Classified Staff

**2021-2022
SALARY SCHEDULES**

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	28.65	38.78	25.32
1	1.025	29.37	39.75	25.95
2	1.050	30.08	40.72	26.59
3	1.075	30.80	41.69	27.22
4	1.100	31.52	42.66	27.85
5	1.125	32.23	43.63	28.49
6	1.150	32.95	44.60	29.12
7	1.175	33.66	45.57	29.75
8	1.200	34.38	46.54	30.38
9	1.225	35.10	47.51	31.02
10	1.250	35.81	48.48	31.65
11	1.275	36.53	49.44	32.28
12	1.300	37.25	50.41	32.92
13	1.300	37.25	50.41	32.92
14	1.300	37.25	50.41	32.92
15	1.325	37.96	51.38	33.55
16	1.325	37.96	51.38	33.55
17	1.325	37.96	51.38	33.55
18	1.350	38.68	52.35	34.18

In addition to the salary schedules:

- \$.50 per hour will be paid for shift differential
- \$.75 per hour will be paid for associate's degree
- \$ 1.50 per hour will be paid for bachelor's degree

Appendix B – Classified Staff

**2021-2022
SALARY SCHEDULES**

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	16.51
1	1.035	17.09
2	1.070	17.67
3	1.105	18.24
4	1.140	18.82
5	1.175	19.40
6	1.210	19.98
7	1.245	20.55
8	1.280	21.13
9	1.315	21.71
10	1.350	22.29
11	1.385	22.87
12	1.420	23.44
13	1.420	23.44
14	1.420	23.44
15	1.455	24.02
16	1.455	24.02
17	1.455	24.02
18	1.490	24.60

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

\$.75 per hour will be paid for associate's degree

\$1.50 per hour will be paid for bachelor's degree

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

Appendix B – Classified Staff

**2021-2022
SALARY SCHEDULES**

Warehouse Specialist, Maintenance, Cook, Assistant Cook, Custodian

Experience	Index	Warehouse Specialist	*Maintenance	Cook	Assistant Cook	*Custodian
0	1.000	20.23	20.77	15.38	14.65	20.49
1	1.023	20.70	21.25	15.73	14.99	20.96
2	1.046	21.16	21.73	16.09	15.32	21.43
3	1.069	21.63	22.20	16.44	15.66	21.90
4	1.092	22.09	22.68	16.79	16.00	22.38
5	1.115	22.56	23.16	17.15	16.33	22.85
6	1.138	23.02	23.64	17.50	16.67	23.32
7	1.161	23.49	24.11	17.86	17.01	23.79
8	1.184	23.95	24.59	18.21	17.35	24.26
9	1.207	24.42	25.07	18.56	17.68	24.73
10	1.230	24.88	25.55	18.92	18.02	25.20
11	1.253	25.35	26.02	19.27	18.36	25.67
12	1.276	25.81	26.50	19.62	18.69	26.15
13	1.276	25.81	26.50	19.62	18.69	26.15
14	1.276	25.81	26.50	19.62	18.69	26.15
15	1.299	26.28	26.98	19.98	19.03	26.62
16	1.299	26.28	26.98	19.98	19.03	26.62
17	1.299	26.28	26.98	19.98	19.03	26.62
18	1.322	26.74	27.46	20.33	19.37	27.09

In addition to the salary schedules:

\$.50 per hour will be paid for shift differential

\$.75 per hour will be paid for associate's degree

\$1.50 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

2022-2023 SALARY SCHEDULES

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

Experience	Index	Office Personnel	**Accounting Specialist
0	1.000	15.49	17.11
1	1.033	16.00	17.67
2	1.066	16.51	18.24
3	1.099	17.02	18.80
4	1.132	17.53	19.37
5	1.165	18.05	19.93
6	1.198	18.56	20.50
7	1.231	19.07	21.06
8	1.264	19.58	21.63
9	1.297	20.09	22.19
10	1.330	20.60	22.76
11	1.363	21.11	23.32
12	1.396	21.62	23.89
13	1.396	21.62	23.89
14	1.396	21.62	23.89
15	1.429	22.14	24.45
16	1.429	22.14	24.45
17	1.429	22.14	24.45
18	1.462	22.65	25.01

In addition to the salary schedules:

\$.50 per hour will be paid for shift differential

\$.75 per hour will be paid for associate's degree

\$1.50 per hour will be paid for bachelor's degree

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

Appendix B – Classified Staff

**2022-2023
SALARY SCHEDULES**

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	29.37	39.75	25.95
1	1.025	30.10	40.74	26.60
2	1.050	30.84	41.74	27.25
3	1.075	31.57	42.73	27.90
4	1.100	32.31	43.73	28.55
5	1.125	33.04	44.72	29.19
6	1.150	33.78	45.71	29.84
7	1.175	34.51	46.71	30.49
8	1.200	35.24	47.70	31.14
9	1.225	35.98	48.69	31.79
10	1.250	36.71	49.69	32.44
11	1.275	37.45	50.68	33.09
12	1.300	38.18	51.68	33.74
13	1.300	38.18	51.68	33.74
14	1.300	38.18	51.68	33.74
15	1.325	38.92	52.67	34.38
16	1.325	38.92	52.67	34.38
17	1.325	38.92	52.67	34.38
18	1.350	39.65	53.66	35.03

In addition to the salary schedules:

- \$.50 per hour will be paid for shift differential
- \$.75 per hour will be paid for associate's degree
- \$1.50 per hour will be paid for bachelor's degree

Appendix B – Classified Staff

**2022-2023
SALARY SCHEDULES**

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	16.92
1	1.035	17.51
2	1.070	18.10
3	1.105	18.70
4	1.140	19.29
5	1.175	19.88
6	1.210	20.47
7	1.245	21.07
8	1.280	21.66
9	1.315	22.25
10	1.350	22.84
11	1.385	23.43
12	1.420	24.03
13	1.420	24.03
14	1.420	24.03
15	1.455	24.62
16	1.455	24.62
17	1.455	24.62
18	1.490	25.21

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

\$.75 per hour will be paid for associate's degree

\$1.50 per hour will be paid for bachelor's degree

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

Appendix B – Classified Staff

**2023-2024
SALARY SCHEDULES**

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

Experience	Index	Office Personnel	**Accounting Specialist
0	1.000	15.88	17.54
1	1.033	16.40	18.12
2	1.066	16.93	18.70
3	1.099	17.45	19.28
4	1.132	17.98	19.86
5	1.165	18.50	20.43
6	1.198	19.02	21.01
7	1.231	19.55	21.59
8	1.264	20.07	22.17
9	1.297	20.60	22.75
10	1.330	21.12	23.33
11	1.363	21.64	23.91
12	1.396	22.17	24.49
13	1.396	22.17	24.49
14	1.396	22.17	24.49
15	1.429	22.69	25.06
16	1.429	22.69	25.06
17	1.429	22.69	25.06
18	1.462	23.22	25.64

In addition to the salary schedules:

\$.50 per hour will be paid for shift differential

\$.75 per hour will be paid for associate's degree

\$1.50 per hour will be paid for bachelor's degree

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

Appendix B – Classified Staff

**2023-2024
SALARY SCHEDULES**

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	30.10	40.74	26.60
1	1.025	30.85	41.76	27.27
2	1.050	31.61	42.78	27.93
3	1.075	32.36	43.80	28.60
4	1.100	33.11	44.81	29.26
5	1.125	33.86	45.83	29.93
6	1.150	34.62	46.85	30.59
7	1.175	35.37	47.87	31.26
8	1.200	36.12	48.89	31.92
9	1.225	36.87	49.91	32.59
10	1.250	37.63	50.93	33.25
11	1.275	38.38	51.94	33.92
12	1.300	39.13	52.96	34.58
13	1.300	39.13	52.96	34.58
14	1.300	39.13	52.96	34.58
15	1.325	39.88	53.98	35.25
16	1.325	39.88	53.98	35.25
17	1.325	39.88	53.98	35.25
18	1.350	40.64	55.00	35.91

In addition to the salary schedules:

- \$.50 per hour will be paid for shift differential
- \$.75 per hour will be paid for associate's degree
- \$ 1.50 per hour will be paid for bachelor's degree

Appendix B – Classified Staff

**2023-2024
SALARY SCHEDULES**

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	17.34
1	1.035	17.95
2	1.070	18.55
3	1.105	19.16
4	1.140	19.77
5	1.175	20.37
6	1.210	20.98
7	1.245	21.59
8	1.280	22.20
9	1.315	22.80
10	1.350	23.41
11	1.385	24.02
12	1.420	24.62
13	1.420	24.62
14	1.420	24.62
15	1.455	25.23
16	1.455	25.23
17	1.455	25.23
18	1.490	25.84

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

\$.75 per hour will be paid for associate's degree

\$1.50 per hour will be paid for bachelor's degree

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

Appendix B – Classified Staff

2023-2024 SALARY SCHEDULES

Warehouse Specialist, Maintenance, Cook, Assistant Cook, Custodian

Experience	Index	Warehouse Specialist	*Maintenance	Cook	Assistant Cook	*Custodian
0	1.000	21.26	21.82	16.15	15.40	21.53
1	1.023	21.75	22.32	16.52	15.75	22.03
2	1.046	22.24	22.82	16.89	16.11	22.52
3	1.069	22.73	23.33	17.26	16.46	23.02
4	1.092	23.22	23.83	17.64	16.82	23.51
5	1.115	23.70	24.33	18.01	17.17	24.01
6	1.138	24.19	24.83	18.38	17.53	24.50
7	1.161	24.68	25.33	18.75	17.88	25.00
8	1.184	25.17	25.83	19.12	18.23	25.49
9	1.207	25.66	26.34	19.49	18.59	25.99
10	1.230	26.15	26.84	19.86	18.94	26.48
11	1.253	26.64	27.34	20.24	19.30	26.98
12	1.276	27.13	27.84	20.61	19.65	27.47
13	1.276	27.13	27.84	20.61	19.65	27.47
14	1.276	27.13	27.84	20.61	19.65	27.47
15	1.299	27.62	28.34	20.98	20.00	27.97
16	1.299	27.62	28.34	20.98	20.00	27.97
17	1.299	27.62	28.34	20.98	20.00	27.97
18	1.322	28.11	28.85	21.35	20.36	28.46

In addition to the salary schedules:

\$.50 per hour will be paid for shift differential

\$.75 per hour will be paid for associate's degree

\$1.50 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.

FOUR COUNTY CAREER CENTER

CERTIFIED EMPLOYEE EVALUATION FORM

I acknowledge that I had the opportunity to participate in an orientation meeting prior to September 15th, that acquainted me with the Four County Career Center District's Certified Staff Evaluation process.

Instructor Signature

Date:

Teacher

Evaluation

OTES 2.0 Off - Year Evaluation Cycle Checklist

- Professional Growth Plan (PGP)**
 - Completed with 2 goals (Teacher/Teacher or Teacher/Student)
 - Meeting with Supervisor to discuss PGP plan

- Focused Observation:**
 - Focused Pre-Conference (Optional)
 - Focused Observation
 - Focused Post-Conference
 - Focused Walk-Through

- Summative Meeting**
 - Final review of current year's PGP
 - Feedback and conversation for following years PGP

**** Certified Non-OTES staff will follow the above process with the exceptions of walk-throughs***

OTES 2.0 Full Evaluation Cycle Checklist

- Professional Growth Plan (PGP)**
 - Completed with 2 goals (Teacher/Teacher or Teacher/Student)
 - Meeting with Supervisor to discuss PGP plan

- Focused Observation:**
 - Focused Pre-Conference (Optional)
 - Focused Observation
 - Focused Post-Conference
 - Focused Walk-Through

- Holistic Observation:**
 - Holistic Pre-Conference (Optional)
 - Holistic Observation
 - Holistic Post-Conference
 - Holistic Walk-Through

- Summative Meeting**
 - Overall rubric score
 - Includes Holistic/Focused Data Collected
 - Final review of current year's PGP
 - Feedback and conversation for following years PGP

***The Holistic and Focused Observation order can be switched as needed ***

**** Certified Non-OTES staff will follow the above process with the exceptions of walk-throughs****

Professional Growth Plan

The Professional Growth Plan helps the teacher identify areas of professional development that will enable the teacher to enhance practice. The teacher is accountable for implementing and completing the plan. The plan must align to any district and/or building improvement plan(s). The Professional Growth Plan is developed annually. It is to be reviewed regularly and updated as necessary based on collaborative conversations between the evaluator and the teacher.

The Professional Growth Plan should reflect the evidence available and focus on the most recent evaluation and observations. The Professional Growth Plan should be individualized to the needs of the teacher. The school or district should provide for professional development opportunities and support the teacher by providing resources (e.g. time, financial). The Professional Growth Plan must be clear and comprehensive. It is aligned to the most recent evaluation results and proposes a sequence of appropriate activities leading to progress toward the goals.

- Accomplished Rating: Teacher creates own PGP
- Skilled Rating: Teacher creates PGP in collaboration with Evaluator
- Developing: Evaluator will create PGP and review with Teacher
- Ineffective: Will have an improvement plan instead of PGP

Teacher Name: _____

Evaluator Name: _____

- Self-Directed (Accomplished)
- Jointly Developed (Skilled)
- Evaluator Guided (Developing)

Choose the Domain(s) aligned to the goal(s)

Focus for Learning		Classroom Environment	
Knowledge of Students		Assessment of Student Learning	
Lesson Delivery		Professional Responsibilities	
Measurable Goal Statement(s) Demonstrating Performance on Standards	Action Steps & Resources to Achieve Goal(s)	Evidence Indicating Progress - changes in data indicating progress on the Goal(s)	Dates Discussed
Goal 1 - Teacher Focused			
Goal 2 - Teacher or Student Focused			
Describe the alignment to district and/or building improvement plan(s):			
Comments:			

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

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

Using High-Quality Student Data to Inform Instruction and Enhance Practice

Choosing and using high-quality student data (HQSD) to guide instructional decisions and meet student learning needs is key in making sound instructional decisions for students. The teacher evaluation will use at least two measures of district-determined high-quality student data to **provide evidence of student learning attributable to the teacher** being evaluated. When applicable to the grade level or subject area taught by a teacher, HQSD shall include the value-added progress dimension and the teacher shall use at least one other measure of HQSD to demonstrate student learning. HQSD may be used as evidence in any component of the evaluation where applicable.*

It is recognized there are many types of data that can be used to support student learning, and the data include much more than just test scores. *These types of data and their uses are important and should continue to be used to guide instruction and address the needs of the whole child but may not meet the definition of high-quality student data for the purpose of teacher evaluation.*

The high-quality student data instrument used must be rigorously reviewed by locally determined experts in the field of education to meet all of the following criteria:

- Align to learning standards
- Measure what is intended to be measured
- Be attributable to a specific teacher for course(s) and grade level(s) taught
- Demonstrate evidence of student learning (achievement and/or growth)
- Follow protocols for administration and scoring
- Provide trustworthy results
- Not offend or be driven by bias

AND

The teacher must use the data generated from the high-quality student data instrument by:

- Critically reflecting upon and analyzing available data, using the information as part of an ongoing cycle of support for student learning
- Considering student learning needs and styles, identifying the strengths and weaknesses of an entire class, as well as individual students
- Informing instruction and adapting instruction to meet student need based upon the information gained from the data analysis
- Measuring student learning (achievement and/or growth) and progress towards achieving state and local standards

*LEGAL REFS. ORC 3319.111; 3319.112

FINAL March 27, 2020

Pre-Conference Planning

Ohio Teacher Evaluation System 2.0

Sample Pre-Conference Questions to Guide a Coaching Conversation

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

INSTRUCTIONAL PLANNING

FOCUS FOR LEARNING

- What content will students know/understand? What skills will they demonstrate?
- How has high-quality student data been utilized to set developmentally appropriate goals for student learning?
- What connections does this lesson make to previous and future learning, to other disciplines, to real life and/or possible careers?
- How do the activities, assessments and resources align with student needs, school and district priorities, and Ohio's Learning Standards?

KNOWLEDGE OF STUDENTS

- What should the evaluator know about the student population?
- How was it determined that this is a developmentally appropriate learning activity?
- How does this lesson connect to students' experiences and/or culture?

INSTRUCTION AND ASSESSMENT

LESSON DELIVERY

- How will the goals for learning be communicated to students?
- What questioning techniques will be used to check for understanding and encourage higher-level thinking?
- What collaborative and whole class instructional strategies will be used to engage all students?
- How will feedback be used to support student learning?
- What opportunities for student choice about learning paths and/or ways to demonstrate learning will be offered?

CLASSROOM ENVIRONMENT

- How do you demonstrate regard for student perspectives, experiences and culture?
- How do you ensure interactions are respectful and supportive?
- How are students involved in establishing and maintaining classroom routines and procedures?

ASSESSMENT OF STUDENT LEARNING

- How will you check for student understanding during the lesson?
- What potential learning obstacles might students encounter?
- What different methods of assessment are used in this lesson?
- How will you use assessment data to inform your next steps?
- What evidence does high-quality student data provide about student learning?

PROFESSIONALISM

PROFESSIONAL RESPONSIBILITIES

- Discuss ways you reflect on and analyze your teaching.
- How do you collaborate with colleagues to improve student learning and instructional practice?
- How do you promote two-way communication with students? With families?

Teacher Performance Evaluation Rubric

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

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	Components	Ineffective	Developing	Skilled	Accomplished
<p>FOCUS FOR LEARNING (Standard 1: Students, Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction)</p> <p>Possible Sources of Evidence: pre-conference, artifacts, portfolios, analysis of student data, lesson plans, student surveys, common assessments</p>	<p>Use of High-Quality Student Data</p> <p>Element 1.1 Element 1.2 Element 1.3 Element 3.3</p>	<p>The teacher does not use high-quality student data to develop measurable and developmentally appropriate student growth goal(s).</p>	<p>The teacher uses one source of high-quality student data and attempts to analyze patterns to develop measurable and developmentally appropriate student growth goal(s). The analysis may be incomplete or inaccurate.</p>	<p>The teacher thoroughly and correctly analyzes patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s).</p>	<p>The teacher thoroughly and correctly analyzes trends and patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s).</p> <p>The teacher plans for the facilitation of developmentally appropriate student data collection and strategies to assist in student goal setting and progress monitoring.</p>
	<p>Connections to prior and future learning</p> <p>Element 1.2 Element 2.1 Element 2.2 Element 2.4 Element 2.5</p>	<p>The teacher plans lessons that demonstrate no connections to student prior learning or future learning.</p>	<p>The teacher plans lessons that attempt to make connections with student prior learning or future learning. These connections are not clear.</p>	<p>The teacher plans lessons that intentionally make clear and coherent connections with student prior learning and future learning and includes strategies that communicate the connections to students.</p>	<p>The teacher plans lessons that intentionally make clear and coherent connections with student prior and future learning and includes strategies that communicate the connections to students - among lesson content, other disciplines and/or real-world experiences. The teacher plans lessons that use the input and</p>

FINAL March 27, 2020

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	Components	Ineffective	Developing	Skilled	Accomplished
KNOWLEDGE OF STUDENTS (Standard 1: Students, Standard 4: Instruction, Standard 6: Collaboration and Communication) Possible Sources of Evidence: analysis of student data, pre-conference, artifacts, student surveys	Planning Instruction for the whole child Element 1.2 Element 1.4 Element 1.5 Element 4.2 Element 4.4 Element 6.4	The teacher's instructional plan makes no connections to and the teacher is not familiar with student experiences, culture, developmental characteristics or backgrounds.	The teacher's instructional plan makes minimal connections to student experiences, culture, developmental characteristics or student backgrounds.	The teacher's instructional plan reflects connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, talents, backgrounds, skills, language proficiency and interests.	The teacher's instructional plan reflects consistent connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, individual talents, backgrounds, skills, language proficiency and interests. The instructional plan draws upon input from school professionals and outside resources.
		Connections to state standards and district priorities Element 2.3 Element 4.1 Element 4.7	The teacher's instructional plan does not reference Ohio's Learning Standards.	The teacher's instructional plan references Ohio's Learning Standards, but goals and activities do not align with student needs, school and district priorities or the standards.	
					The teacher participates in studying and evaluating advances in content and/or provides input on school and district curriculum.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	Components	Ineffective	Developing	Skilled	Accomplished
<p>LESSON DELIVERY (Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction, Standard 5: Learning Environment, Standard 6: Collaboration and Communication)</p> <p>Possible Sources of Evidence: pre-conference, post-conference, formal observation, classroom walk-throughs/informal observations, PDR REVIEW</p>	<p>Communication with students</p> <p>Element 2.2 Element 4.3 Element 4.6 Element 6.1</p>	<p>The teacher does not communicate learning goals and expectations for mastery and does not model exemplary performance to students. Students cannot discern learning goals. Differentiated learning goals are not used.</p>	<p>The teacher inconsistently communicates learning goals, expectations for mastery and models of exemplary performance to students. There is limited use of differentiated learning goals.</p>	<p>The teacher is consistent and effective in communicating appropriate, needs-based, differentiated learning goals, expectations for mastery and models of exemplary performance to students.</p>	<p>The teacher is consistent and effective in communicating differentiated learning goals (such as needs based, interest based, strength based), expectations for mastery and models of exemplary performance to students through multiple communication techniques.</p>
		<p>The teacher does not demonstrate content knowledge by using content-specific, developmentally appropriate language or content-specific strategies. There is no student engagement.</p>	<p>The teacher demonstrates some content knowledge by using limited content-specific, developmentally appropriate language and limited content-specific strategies. Students demonstrate little engagement in the lesson.</p>	<p>The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students. The teacher's communication strategies and questioning techniques check for understanding and encourage higher-level thinking.</p>	<p>The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students. The teacher's communication strategies and questioning techniques engage students in higher-level and creative thinking and stimulate student-to-student interactions.</p>
		<p>The teacher does not give students feedback.</p>	<p>Feedback to students is general, occasional or limited and may not always support student learning.</p>	<p>The teacher gives students substantive, specific and timely feedback to support their learning.</p>	<p>The teacher gives students substantive, specific and timely feedback to support individual student learning. The teacher gives students opportunities to engage in self-assessment, provide feedback to each other and reflect on their own strengths and challenges.</p>

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	Components	Ineffective	Developing	Skilled	Accomplished
LESSON DELIVERY <i>(continued)</i>	Monitoring student understanding Element 3.2 Element 3.3	The teacher fails to monitor and address student confusion and misconceptions.	The teacher inconsistently monitors or incorrectly addresses student confusion and misconceptions.	The teacher consistently monitors and addresses common student confusion and misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.	The teacher consistently monitors, addresses, articulates and anticipates individual student confusion or misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.
	Student-centered learning Element 3.5 Element 4.5 Element 4.6 Element 5.3 Element 5.4	Learning is entirely teacher directed. Students are not participating in learning activities.	Learning is primarily teacher directed. Students participate in whole class learning activities.	Learning is a balance between teacher-directed instruction and student-directed interaction as students apply their knowledge and skills as developmentally appropriate. The teacher effectively combines collaborative and whole class learning opportunities to maximize student learning.	Learning is primarily self-directed with the teacher in the role of facilitator encouraging students to apply their knowledge and skills as developmentally appropriate. The teacher encourages students to persist in the learning tasks. The teacher effectively combines independent, collaborative and whole class learning opportunities to maximize student learning.
		There are no opportunities for student choice about what will be learned and how learning will be demonstrated. There is no evidence of differentiated instructional strategies or resources.	There are few opportunities for student choice about what will be learned and how learning will be demonstrated. The teacher uses limited differentiated instructional strategies or resources.	Teacher gives opportunities for student choice about student learning paths or ways to demonstrate their learning. Teacher uses differentiated instructional strategies and resources for groups of students.	Teacher routinely promotes opportunities for students to actively take part in developing goals toward mastery, and students are responsible for deciding how to demonstrate their learning. Instructional strategies, pacing and resources are differentiated to make the lesson accessible and challenging for all students, while supporting the various learning needs of individual students.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	Components	Ineffective	Developing	Skilled	Accomplished
CLASSROOM ENVIRONMENT (Standard 1: Students, Standard 5: Learning Environment) <i>Possible Sources of Evidence:</i> pre-conference, post-conference, formal observation, classroom walk-throughs/informal observations, peer review, student surveys	Classroom routines and procedures Element 5.5 Classroom climate and cultural competency Element 1.4 Element 5.1 Element 5.2	The teacher has not established routines and procedures. Effective transitions are not evident, resulting in a significant loss of instructional time and frequent off-task behavior.	The teacher establishes routines and procedures but uses them inconsistently. Transitions are sometimes ineffective, resulting in a loss of instructional time. Off-task behavior is sometimes evident. The teacher makes decisions about classroom operations.	The teacher consistently uses routines, procedures and transitions that effectively maximize instructional time. On-task behavior is evident. Students assume appropriate levels of responsibility for effective operation of the classroom.	The teacher and students have collaboratively established consistent use of routines, procedures and transitions that are effective in maximizing instructional time. On-task behavior is evident and ensured by students. Students initiate responsibility for effective operation of the classroom.
		There is no evidence of rapport or expectations for respectful, supportive and caring interactions with and among students and the teacher.	There is some evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher.	There is consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher.	The teacher intentionally creates a classroom environment that shows consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher.
		There is no demonstration of regard for student perspectives, experiences and culture. The teacher does not address needs related to student sense of well-being.	There is inconsistent demonstration of regard for student perspectives, experiences and culture. The teacher is aware of needs related to student sense of well-being but does not address them effectively.	There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a positive climate of openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of well-being.	There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a positive climate of openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of well-being. The teacher seeks and is receptive to the thoughts and opinions of individual students and the class. When appropriate, the teacher includes other school professionals and/or community resources to ensure all students are recognized and valued.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT

DOMAINS		Components			
ASSESSMENT OF STUDENT LEARNING (Standard 1: Students, Standard 3: Assessment)	Use of assessments	Ineffective	Developing	Skilled	Accomplished
<p>Possible Sources of Evidence: pre-conference, formal observation, classroom walk-throughs/formal observations, assessments, student portfolios, post-conference</p>	<p>Element 3.1 Element 3.2 Element 3.3 Element 3.4</p>	<p>The teacher does not use varied assessments.</p>	<p>The teacher makes limited use of varied assessments.</p>	<p>The teacher selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments.</p>	<p>The teacher intentionally and strategically selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments. The teacher offers differentiated assessment choices to meet the full range of student needs.</p>
		<p>The teacher fails to analyze data and makes little or no attempt to modify instruction to meet student needs.</p>	<p>The teacher attempts to analyze data and modify instruction, though the modifications do not meet student needs.</p>	<p>The teacher analyzes patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet the needs of groups of students.</p>	<p>The teacher analyzes data trends and patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet individual student needs.</p>
<p>Evidence of student learning Element 1.3</p>	<p>The teacher's assessment data demonstrates no evidence of growth and/or achievement over time for most students.</p>	<p>The teacher shares evidence of student learning with students.</p>	<p>The teacher uses one source of high-quality student data to demonstrate clear evidence of appropriate growth and/or achievement over time for some students.</p>	<p>The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of expected growth and/or achievement for most students.</p>	<p>The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of above expected growth and/or achievement for most students.</p>

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	Components	Ineffective	Developing	Skilled	Accomplished
PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication, Standard 7: Professional Responsibility and Growth)	Communication and collaboration with families Element 6.1 Element 6.2	The teacher does not communicate with students and families.	The teacher inconsistently or unsuccessfully communicates and/or collaborates with colleagues, resulting in limited improvement of professional practice.	The teacher effectively communicates and collaborates with colleagues to examine instructional practice and analyze patterns in student work and student data to identify and implement targeted strategies for improving professional practice.	The teacher initiates effective communication and collaboration with colleagues outside the classroom, resulting in improvements in student learning, individual practice, school practice and/or the teaching profession.
		<i>Possible Sources of Evidence:</i> <i>Professional Growth Plan or Improvement Plan, pre-conference, post-conference, artifacts, self-assessment, peer review</i>	The teacher does not communicate and/or collaborate with colleagues.	The teacher demonstrates a lack of understanding of district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates minimal understanding of district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.
	District policies and professional responsibilities Element 7.1	The teacher demonstrates a lack of understanding of district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates minimal understanding of district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.
					The teacher exemplifies effective leadership characteristics beyond the classroom. The teacher helps shape policy at the school, district or state level.

FINAL March 27, 2020

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	Components	Ineffective	Developing	Skilled	Accomplished
	Professional learning Element 7.2 Element 7.3	The teacher sets short-term and long-term professional goals but fails to monitor progress or take action to meet the goals.	The teacher sets and monitors short-term and long-term professional goals but fails to take appropriate action to meet the goals.	The teacher sets short-term and long-term professional goals and monitors progress in meeting them based on self-reflection and data analysis. The teacher takes appropriate action to meet the goals.	The teacher consistently pursues best practices and sets, monitors and reflects on progress toward meeting short-term and long-term professional goals based on data analysis to improve student learning. The teacher takes appropriate action to meet the goals. The teacher collaborates with colleagues and others to share best practices.

Walkthrough/Informal Observations Ohio Teacher Evaluation System 2.0

Walkthrough: General Form

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

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

Directions: This form serves as a record of a walkthrough by the teacher’s evaluator. The evaluator will likely not observe all the teaching elements listed below in any one informal observation, nor is this an exhaustive list of evidence that may be observed. This record, along with records of additional informal observations, will be used to inform the holistic evaluation of the teacher.

EVALUATOR OBSERVATIONS	
<input type="checkbox"/> Teacher is consistent and effective in communicating appropriate, needs- based, differentiated learning goals	<input type="checkbox"/> Communication strategies and questioning techniques check for understanding and encourage higher-level thinking
<input type="checkbox"/> Instructional time is used effectively	<input type="checkbox"/> Information is presented in multiple formats
<input type="checkbox"/> Teacher combines collaborative and whole-class learning opportunities	<input type="checkbox"/> Routines, procedures, and transitions are consistent, effective, and maximize instructional time.
<input type="checkbox"/> Rapport and expectations for respectful, supportive, and caring interactions with and among students and the teacher are evident	<input type="checkbox"/> Feedback is substantive, specific, timely, and supports student learning
<input type="checkbox"/> Lesson makes clear and coherent connections with student prior learning and future learning	<input type="checkbox"/> Teacher selects, develops, and uses multiple assessments
<input type="checkbox"/> Teacher demonstrates content knowledge and uses content-specific language and strategies to engage students	<input type="checkbox"/> Teacher uses differentiated instructional strategies and resources for groups of students
<input type="checkbox"/> Other:	<input type="checkbox"/> Other:

Identified Focus Area(s) and Aligned Evidence, if Applicable:

Observation Notes and Questions:

Improvement Plan

Teacher Name: _____ Grade Level/Subject: _____

School Year: _____ Building: _____ Date of Improvement Plan Conference: _____

A written Improvement Plan is to be developed when an educator has a Final Holistic Rating of **Ineffective**. However, districts have the discretion to place any teacher on an Improvement Plan at any time based on deficiencies in any individual component of the evaluation system. The notice requirements for being placed on an Improvement Plan, the components of the plan, and the implementation process for the plan may be subject to the terms of a collective bargaining agreement.

The purpose of the Improvement Plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If the teacher does not take corrective actions in the timeline specified in the Improvement Plan, the evaluator may recommend the teacher be dismissed or continue working under the plan.

Section 1: Improvement Statement-List specific area(s) for improvement related to the Ohio Standards for the Teaching Profession. Attach documentation.

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

Section 2: Desired Level of Performance List specific goal(s) to improve performance. Indicate what will be measured for each goal.

List Goal Statement(s) Indicating Performance on Ohio Standards for the Teaching Profession	Beginning Date	Ending Date	Level of Performance: Specifically, Describe Successful Improvement Target(s)

Section 3: Specific Plan of Action Describe in detail specific actions the teacher must take to improve performance. Indicate the sources of evidence the evaluator will use to document the completion of the Improvement Plan.

Actions to be Taken	Qualitative or Quantitative Measurable Indicators: Evidence Indicating Progress on the Goal(s)

Section 4: Assistance and Professional Development—Describe in detail specific supports that will be provided as well as opportunities for professional development.

--

Section 5: Alignment to District and/or Building Improvement Plan(s)—Describe the alignment to district and/or building improvement plan(s).

--

Comments:

Date for Improvement Plan to be evaluated: _____

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

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

Improvement Plan: Evaluation of Plan

Teacher Name: _____ Grade _____

Level/Subject: _____

School Year: _____ Building: _____ Date of Evaluation: _____

The Improvement Plan will be evaluated at the end of the time specified in the plan. Outcomes from the Improvement Plan will be one of the following.

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

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

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

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

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

Final Holistic Rating of Teacher Effectiveness—Full Evaluation

	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED
Formal Holistic Observation (followed by conference)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Formal Focused Observation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Focus Area(s): <input type="checkbox"/> Focus for Learning <input type="checkbox"/> Knowledge of Students <input type="checkbox"/> Lesson Delivery <input type="checkbox"/> Classroom Environment <input type="checkbox"/> Assessment of Student Learning <input type="checkbox"/> Professional Responsibilities				
Professional Growth Plan (or Improvement Plan) Goal(s): _____ (Goal prepopulates from the earlier entry)				
Evaluator Comments: _____				
Teacher Comments: _____				
Final Holistic (Overall) Rating	INEFFECTIVE <input type="checkbox"/>	DEVELOPING <input type="checkbox"/>	SKILLED <input type="checkbox"/>	ACCOMPLISHED <input type="checkbox"/>

Check here if Improvement Plan has been recommended.

Teacher Signature _____ Date _____

Evaluator Signature _____ Date _____

FOUR COUNTY CAREER CENTER

CERTIFIED EMPLOYEE EVALUATION RECORD

Check One

First Conference Record: _____ Date _____
 Second (Official) Conference Record: _____ Date _____
 Other: _____ Date _____

Class _____ Beginning Time: _____ Ending Time: _____

- *Employees will be notified no less than 5 school days prior to the observation.*
- *There will be 1 holistic and 1 focused observation in each full year evaluation year.*
- *A first observation of 30-40 minutes will take place after the first week of school and prior to the end of the 1st semester.*
- *A written copy of the observation will be provided within 5 working days of the first observation.*
- *The post-conference will be held within 5 working days following the written copy being delivered.*
- *A second observation, 30-40 minutes in length, will occur sometime during the 2nd semester.*
- *A final written copy of the evaluation will be provided within 5 working days of the second observation.*
- *The second post-conference must be completed no later than May 1.*
- *In an off-year evaluation, there will be 1 observation and 1 post-conference tied to the Professional Growth Plan.*
- *All employees need to complete a Professional Growth Plan OR Improvement Plan, depending on evaluation outcome.*

AREA I: Planning and Preparation	Accomplished	Skilled	Developing	Ineffective
A. Develops and monitors appropriate goals and objectives for interactions.	_____	_____	_____	_____
B. Connects interactions to prior and future learning experiences.	_____	_____	_____	_____
C. Seeks knowledge about students' backgrounds, cultures, skills, interests, and special needs for instructional or program decisions.	_____	_____	_____	_____
D. Uses input from families, colleagues, and other professionals to help with decisions.	_____	_____	_____	_____

AREA II: Learning Environment	Accomplished	Skilled	Developing	Ineffective
A. Establishes and maintains consistent standards for school or classroom behavior.	_____	_____	_____	_____
B. Makes the physical environment safe and conducive for learning to occur.	_____	_____	_____	_____
C. Creates a climate that promotes fairness and mutual respect.	_____	_____	_____	_____
D. Establishes and maintains rapport with students.	_____	_____	_____	_____

AREA III: Communication Methods	Accomplished	Skilled	Developing	Ineffective
A. Communicates goals clearly to students and fellow staff members.	—	—	—	—
B. Consistently uses data from records to guide decision making.	—	—	—	—
C. Communicates appropriate data and records to the school community, parents, and/or other stakeholders.	—	—	—	—
D. Helps colleagues access and interpret laws and/or policies (related to the area) and understand their implication in the school.	—	—	—	—
E. Consistently provides necessary resources, technology, and instructional services to support goals.	—	—	—	—

AREA IV: Professional Responsibility	Accomplished	Skilled	Developing	Ineffective
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. Sets long-term and short-term professional goals.	—	—	—	—
E. Maintains accurate, current, and easily accessible records.	—	—	—	—

	Accomplished	Skilled	Developing	Ineffective
Final Evaluation Rating	—	—	—	—

ACCOMPLISHED:	Performance meets standards in majority of areas and exceeds normal expectations; continue PGP.
SKILLED:	Performance meets standards in majority of areas; continue PGP.
DEVELOPING:	Minimal indication that any of the expectations are met in performance areas; PGP created by evaluator.
INEFFECTIVE:	There is no indication that any of the expectations are met in performance areas; improvement plan needed.

AREAS OF STRENGTHS / GENERAL COMMENTS:

DEVELOPING AREAS TO STRENGTHEN:

PRESCRIPTIVES (INCLUDING TIMELINES) FOR DEVELOPING/INEFFECTIVE AREAS:

*Certified Employees may attach additional comments.

The signatures below verify that this evaluation has been discussed with the certified employee.

Supervisor's Signature

Date

Certified Employee's Signature

Date

Director's Signature

Date

Superintendent's Signature

Date

Appendix D.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: _____

<i>Evaluation Area</i>	<i>Description</i>	<i>Satisfactory</i>	<i>Developing</i>	<i>Unsatisfactory</i>	<i>N/A</i>	<i>Evaluator Comment</i>	<i>Staff Comment</i>
<u>Appearance</u>	Dress and personal hygiene are appropriate						
<u>Punctuality</u>	Seldom tardy to work						
<u>School Policies</u>	Accepts, understands and follows school policies and procedures						
<u>Supervision</u>	Accepts, seeks and implements constructive criticism						
<u>Coworkers</u>	Cooperative and willing to help others						
<u>Initiative</u>	Typically a self starter and can work independently						
<u>Application</u>	Stays on task and keeps busy						
<u>Skill</u>	Demonstrates a skill level appropriate for the level of experience and the work needing completed						

<u>Evaluation Area</u>	<u>Description</u>	<u>Satisfactory</u>	<u>Developing</u>	<u>Unsatisfactory</u>	<u>N/A</u>	<u>Evaluator Comment</u>	<u>Staff Comment</u>
<u>Thoroughness</u>	Faithfully completes work in detail and in a timely manner						
<u>Accuracy</u>	Mistakes are kept to a minimum and corrections made in a timely manner						
<u>Resourcefulness</u>	Able to work through problems with little or no help						
<u>Needed Help</u>	Requires an appropriate amount of supervision for the level of experience						
<u>Productivity</u>	Performs assigned work in an economical, efficient and effective manner						
<u>Adaptability</u>	Willing and able to learn new jobs and try new techniques						
<u>Orderliness</u>	Keeps work area clean and organized						
<u>Safety</u>	Works in a safe manner and uses appropriate personal protective equipment						
<u>Equipment Maintenance</u>	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 D.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

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 F

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

Ohio School Counselor Evaluation System

Professional Growth Plan

Professional Growth Plan

On an annual basis, a school counselor will develop two goals for professional growth and development; one in relation to the six standards and the second in relation to the Metric of Student Outcomes area. Professional development should be individualized to meet the needs of the school counselor and specifically relate to the identified areas of the refinement as identified in the school counselor’s evaluation. The development of the plan can be informed by self-assessment, previous evaluation results, and other relevant data that will assist the school counselor in setting appropriate goals for professional growth. The evaluator should recommend professional development opportunities and support the school counselor by providing resources (e.g., time, financial).

School Counselor Name: Enter Name

Evaluator Name: Enter Name

Self-Directed Collaborative

Goal One	<i>Choose the Standard(s) aligned to the goal. These are addressed by the evaluator as appropriate for this school counselor.</i>			
	<input type="checkbox"/> Comprehensive School Counseling Program Plan		<input type="checkbox"/> Evaluation and Data	
	<input type="checkbox"/> Direct Services for Academic, Career, and Social/Emotional Development		<input type="checkbox"/> Leadership and Advocacy	
	<input type="checkbox"/> Indirect Services		<input type="checkbox"/> Professional Responsibility, Knowledge, and Growth	
	Goal Statement Demonstrating Performance on Standards	Action Steps & Resources to Achieve Goal	Evidence Indicators	Dates Discussed

Goal Two	<i>Choose the domain(s) aligned to the Metric of Student Outcomes goal.</i>			
	<input type="checkbox"/> Academic	<input type="checkbox"/> College/Career	<input type="checkbox"/> Social/Emotional	
	Goal Statement Demonstrating Ability to Produce Positive Student Outcomes	Action Steps & Resources to Achieve Goal	Evidence Indicators	Dates Discussed

Comments:
Enter comments here

School Counselor _____ Evaluator _____ Date _____

Ohio School Counselor Evaluation System

Improvement Plan

Improvement Plan

Written improvement plans are to be developed when a school counselor receives an overall Ineffective rating. The purpose of the improvement plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If corrective actions are not made within the time specified in the improvement plan, a recommendation may be made for dismissal or to continue on the plan.

School Counselor Name: Enter name here.

Date of Improvement Plan Conference: Enter date

School Year: Enter year

Building: Enter building

Section 1: Improvement Statement – List specific areas for improvement as related to the *Ohio Standards for School Counselors*. Attach documentation.

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

Section 2: Desired Level of Performance – List specific measurable goals to improve performance. Indicate what each goal will measure.

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

Improvement Plan (continued)

Section 3: Specific Plan of Action

Describe in detail specific plans of action that the school counselor must take to improve his or her performance. Indicate the sources of evidence that the evaluator will use to document completion of the improvement plan.

Actions to be Taken	Sources of Evidence that Will Be Examined

Section 4: Assistance and Professional Development

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

Date for this Improvement Plan to Be Evaluated:

School Counselor Signature: _____

Date: _____

Evaluator's Signature: _____

Date: _____

Improvement Plan: Evaluation of Plan

School Counselor Name: Enter Name

Date of Evaluation: Enter Date

School Year: Enter Years

Building: Enter building name

The improvement plan will be evaluated at the end of the time specified in the plan and will result in one of the following actions:

- Improvement demonstrated and professional standards met at a satisfactory level of performance.
- Continue with the Improvement Plan for a specified amount of time. Date: Enter Date
- Recommend dismissal.

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

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

School Counselor Signature _____

Date _____

Evaluator Signature _____

Date _____

*The level of performance varies depending on school counselor’s years of experience.

EXHIBIT G-3

Counselor Informal Observation Form

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

FINAL SUMMATIVE RATING OF SCHOOL COUNSELOR EFFECTIVENESS

Once you determine a rating for each of the group areas based on the available evidence from multiple interactions, look at the larger picture of performance across all areas of the rubric. Although all areas are important for effective school counseling practice, you may find it appropriate to more strongly weight patterns of behavior in one area over another. The key point is that the evaluator should consider no one area in isolation, but should analyze each in relation to all other areas of performance. Determine which of the four performance levels is most appropriate for the school counselor based on this holistic process.

Rubric Areas	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED
Standard 1: Comprehensive School Counseling Program Plans	☐☐☐☐☐	☐☐☐☐☐	☐☐☐☐☐	☐☐☐☐☐
Standard 2: Direct Services for Academic, Career and Social/Emotional Development	☐☐☐☐☐	☐☐☐☐☐	☐☐☐☐☐	☐☐☐☐☐
Standard 3: Indirect Services: Partnerships and Referrals	☐☐☐☐☐	☐☐☐☐☐	☐☐☐☐☐	☐☐☐☐☐
Standard 4: Evaluation and Data	☐☐☐☐☐	☐☐☐☐☐	☐☐☐☐☐	☐☐☐☐☐
Standard 5: Leadership and Advocacy	☐☐☐☐☐	☐☐☐☐☐	☐☐☐☐☐	☐☐☐☐☐
Standard 6: Professional Responsibility, Knowledge and Growth	☐☐☐☐☐	☐☐☐☐☐	☐☐☐☐☐	☐☐☐☐☐
Metrics of Student Outcomes	☐☐☐☐☐	☐☐☐☐☐	☐☐☐☐☐	☐☐☐☐☐
Area of reinforcement: ☐☐☐☐☐	Area of refinement: ☐☐☐☐☐			
Final Summative (Overall) Rating	☐☐☐☐☐	☐☐☐☐☐	☐☐☐☐☐	☐☐☐☐☐

Check here if Improvement Plan has been recommended.

School Counselor Signature _____

Date _____

Evaluator Signature _____

Date _____

**Amendment to the
Memorandum of Understanding
Of July 27, 2020**

The purpose of this memorandum is to extend the MOU signed on July 24, 2020, that adjusted the job duties and descriptions of the "Academic and Vocational Secretary" and "Guidance Department and Admissions Secretary".

Both parties agree to extend the MOU by this amendment for the 2021-22 school year. Also, both parties agree that a meeting between the Director of Operations, Association, Supervisors, and Secretaries will occur four (4) times per year to discuss the duties being performed as assigned, equitable distribution of duties and any other related topics either party wishes to address.

If the Superintendent or designee and Association President or designee mutually agree there is an issue of equitable distribution of duties, with input from the committee participants above, a plan shall be created to address the issue.

This amendment shall be attached to the CBA.

This amendment to the existing MOU will expire on June 30, 2022.

Tentative Agreement



Four County Career Center Superintendent
Tim Meister

9-1-21
Date



Four County Career Center Education Association President
Toby Kennerk

9-1-21
Date

Memorandum of Understanding

This Memorandum of Understanding is entered into this ^{24th} day of July, 2020 by and between the Four County Career Center Board of Education (hereinafter "Board") and the Four County Education Association (hereinafter "Association").

WHEREAS, the parties have a mutual interest in providing the best services to the students and staff of the Four County Career Center;

NOW THEREFORE, the Board and the Association agree to the following:

- To combine the job descriptions of Academic and Vocational Secretary and Guidance Department and Admissions Secretary (see attached).
- To add to all secretary job descriptions, the following:
Reports to: Supervisor/Director of Operations
- To adjust all secretary job descriptions under Job Objectives to the following:
"Perform secretarial, receptionist, and office management functions necessary to maintain organizational efficiency and support ~~program-services~~ the needs of Four County Career Center. Use each contact with the public to as an opportunity to promote a positive impression of the joint vocational school district."
- The Board and Association further acknowledge, agree and understand that nothing contained herein shall be construed or utilized as "past practice" or "precedent setting" in any related or unrelated, current or future grievance, arbitration, litigation or matter of contract interpretation involving the Board and Association.
- Except as delineated above, this Memorandum does not alter, modify or change any existing provision of the CBA currently in effect between the parties or Board policy.
- This Memorandum shall constitute the full and complete understanding of the parties concerning this subject matter, and any amendments or modifications shall be in writing and signed by the parties.
- This Memorandum shall become effective on July 27, 2020.
- This Memorandum shall expire contemporaneously with the current CBA.



Four County Career Center Superintendent
Tim Meister

7/24/20
Date



Four County Career Center Education Association President
Mike Meyer

7-24-2020
Date