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Contract between

Ashland Vocational Teachers Association

and

Ashland County - West Holmes Joint Vocational School District Board of Education

August 1, 2021 - July 31, 2024

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ARTICLE I

PROFESSIONAL NEGOTIATIONS

A. Recognition

The Ashland County-West Holmes J.V.S.D. Board of Education (the "Board or the District") recognizes the Ashland Vocational Teachers Association, an OEA/NEA - LOCAL (the "Association"), as the sole and exclusive bargaining representative for the purpose of and as defined in Chapter 4117 Ohio Revised Code for all certified instructional and support staff. Recognition is for all professional non-supervisory personnel, educational support staff both full or part-time, whether under contract, either verbal or written, on leave, or on a per diem or class rate basis employed or to be employed by the Board performing or to perform any work currently being performed by certified instructional or educational support staff ("members"). Bargaining unit members shall consist of, but not be limited to, teachers, school counselors, librarians, media specialists, attendance secretary, tutors, library aide, secretary/fees, guidance secretary, principal's secretary, early childhood aide, culinary aide, other career tech aides, cafeteria aide, cleaning assistant/aide, maintenance, technology coordinator, in-school suspension, and custodian. The Association recognizes that the Superintendent, principals, treasurer, treasurer's secretary/cashier, EMIS coordinator, Assistant Treasurer, Administrative Assistant to the Superintendent/Treasurer, Marketing and Public Relations Coordinator, Pupil Services Supervisor, assistant to maintenance supervisor, payroll clerk, all adult education personnel both certified and classified and other administrative personnel as defined in Chapter 4117 Ohio Revised Code are excluded from the bargaining unit. The employer recognizes that Association representation will include any newly created position unless employment into the position is governed by Section 3319.02 of the Ohio Revised Code.

B. Principles

The members have the right to join or not join the Association, but membership shall not be a prerequisite for employment or continuation of employment of any employee.

"Good faith" negotiations require that the Association and the Board be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons. "Good faith" requires both parties to recognize negotiations as a shared process.

C. Negotiation Subjects

Negotiable matters shall be all matters with respect to wages, hours, terms and conditions of employment and the continuation, modification or deletion of an

existing provision of a collective bargaining agreement (hereinafter the "Agreement").

D. Negotiation Procedures

1. Representation

The Board, or designated representative(s), will meet with the Association for the purpose of discussion and reaching mutually satisfactory agreements. All negotiations shall be conducted exclusively between said teams. The parties may call upon professional and lay consultants to assist provided that such consultants shall attend only as observers. The expense of such consultants shall be borne by the party requesting them.

2. Initiation of Negotiations and Timeline for the Bargaining Process

- a. The Association or the Board may begin the collective bargaining process by giving written notice to the Association President, or the Superintendent. The process shall commence no more than one hundred eighty (180) nor less than one hundred twenty (120) days prior to the expiration date of the existing Agreement and shall be at a mutually acceptable time within seven (7) days of the date the notice was served.
- b. The parties shall continue in full force and effect all the terms and conditions of the existing Agreement, without resort to strike or lock-out, for a period of sixty (60) days after the date the parties exchange proposal lists or until the expiration date of the Agreement, whichever occurs later. Negotiations can be extended if mutually agreed upon by both parties.
- c. If the parties are not able to reach a successor agreement by the expiration date of this agreement, the parties agree to submit all unresolved issues to mediation utilizing the assistance of the Federal Mediation and Conciliation Service ("FMCS"). Any costs for facilities incurred will be divided equally.

Mediation constitutes the parties' mutually agreed upon, final and exclusive dispute settlement procedure and shall operate in lieu of the settlement procedures set forth in O.R.C. 4117.14.

If there has been no settlement by the expiration date of the Agreement, the employees shall have the right to strike as outlined in O.R.C. 4117.14(D)(2).

The negotiations procedure set forth in this Article supersedes and takes precedent over any inconsistent time limits or procedures set forth in O.R.C. 4117.14, which statutory time limits and procedures are hereby mutually waived.

- d. Nothing in this section shall be construed to prohibit the parties, at any time, from voluntarily agreeing to submit any or all of the issues in dispute to any other alternative dispute settlement procedure. An agreement or statutory requirement to arbitrate or to settle a dispute pursuant to a final offer settlement procedure and the award issued in accordance with the agreement or statutory requirement is enforceable in the same manner as specified in Division (B) of Section 4117.09 of the Ohio Revised Code.

3. Meetings

At the first scheduled negotiations meeting, the parties' official representatives shall meet for the sole purpose of submitting all subject items to be considered for negotiation. Once the agenda is approved, no new items may be introduced for consideration without mutual consent. The meetings shall be called at times mutually agreed and shall be held at a time other than during regular school hours.

Designated representative(s) of the Board shall meet at mutually agreed upon places and times with representatives of the Association for the purpose of affecting a free exchange of facts, opinions, and proposals in an effort to reach mutual understanding and agreement. Negotiating teams will consist of no more than four (4) members on each team as well as their designated representatives with one (1) member of each team acting as spokesperson.

4. Good Faith Negotiations

Both parties agree to conduct negotiations in good faith and to deal openly and fairly with each other on all matters. "Good faith" requires that each team come to the table with the intention of reaching mutual agreement. This involves reacting to proposals and counterproposals with good and sufficient reasons based upon the best information available.

5. Caucuses

During a negotiating session, either team may call caucuses not to exceed thirty (30) minutes each, unless mutually agreed to extend the time. Either team may declare a recess when it appears meaningful progress cannot be obtained. A recess shall be for no more than forty-eight (48) hours.

6. News Releases

While negotiations are in process statements to the media may be issued as needed by either party. A copy of any media release shall be furnished to the other party at the same time and by the same method. Progress reports may be made to the represented bodies by either team at the discretion of that team.

7. Information

Upon request by the Association and in compliance with Ohio Revised Code 149.43, the Board shall supply, within one (1) day when available from the auditor, all public financial information relative to the operation of the General Fund of the District and all public information pertinent to items to be negotiated by the Association.

E. Reaching Agreement

As tentative agreement is reached on each item, it shall be reduced to writing, initialed by the official spokesperson of each team.

When the tentative agreement is reached on all items, the proposed agreement shall be submitted first to the Association for ratification and then to the Board for final approval. Board action shall occur at the next regular meeting of the Board of Education after the receipt of the notification of ratification by the Association.

When approved by both parties, the Agreement shall constitute the contract and shall be binding on both parties.

If agreement is not reached within sixty (60) calendar days, unless extended by mutual consent of either party shall have the right to declare an impasse. The unresolved issue(s) shall be submitted to the impasse procedure.

F. Impasse Procedure

The dispute (impasse) resolution procedures shall be in accordance with Ohio Revised Code 4117 and the provisions of this Agreement.

In the event the Board and the Association are unable to reach agreement ten (10) days prior to the expiration of the existing Agreement, then the Association shall have the right to proceed in accordance with Section 4117.14D (2) and Section 4117.18(C) of the Ohio Revised Code, such right being modified by future changes, if any, to the Ohio Revised Code.

G. Implementation and Amendment

This Agreement may be amended, or the provision(s) altered only by the mutual consent of the parties. Such amendment and/or altering may be 1) at the request of either the Board or the Association or 2) by the Superintendent as representative of the Board and by the President of the Association as representative of the Association, or 3) as may be required by Ohio Revised Code 4117. In any case, the finalization of such amendment(s) or altering shall be in accordance with the provisions of Article I, Parts D and E.

H. No Reprisals

No reprisals of any kind shall be taken by either side for participating in any part of the negotiation process, including preparation and research of proposals and/or membership on the negotiating team.

Any questions or disagreements with regard to the inclusions or exclusions of the bargaining unit shall be submitted to the State Employment Relations Board (SERB) for determination. Such submissions to SERB would normally be preceded by an effort to clearly identify and resolve the problem in accordance with the provisions of Ohio Revised Code 4117.

Recognition shall continue until such time that a new member representative is selected in accordance with Ohio Revised Code 4117.

ARTICLE II

II. GRIEVANCE PROCEDURE

A. Definitions

1. A grievance shall be defined as a complaint involving an alleged violation, misinterpretation, or misapplication of a provision(s) of the Agreement.
2. A grievant shall mean a member, a group of members, or the Association alleging that a violation, misinterpretation, or misapplication of the contract has occurred.
3. A group class action grievance shall have as its basis similar circumstances with regard to each member of the group.
4. A party of interest is the grievant(s) and any other individual(s) who may be required to take action against or against whom action might be taken in order to resolve the claim.
5. A day is defined as a calendar day regardless of a holiday or calamity day for teachers and educational support staff.

B. Time Limits

1. Grievances shall be processed rapidly. The number of days indicated at each step shall be maximums unless extended by mutual consent of the parties involved at each step.
2. If the grievant fails to meet time maximums at any step of the procedure, the grievance shall be considered waived. If the Board or its agents fail to meet time requirements, the relief sought shall be implemented.

C. Communications

1. All requests, grievances, relief sought, and grievance dispositions shall be sent to the receiving party on approved forms (see **Appendix A**) by certified letter or personal service at each step of the procedure. If service is by personal service, the individual performing such service shall indicate the time and date of service and affix his signature thereto.

D. Rights of Grievant and the Association

1. The grievant has the right to Association representation at all meetings and hearings involving the grievance.

2. The Association has the exclusive right to file grievances and to be present for the adjustment of grievances.
3. Grievance forms shall be exhibited in the appendix of this Agreement and it shall be the exclusive right of the Association to issue forms to grievants.
4. The Association shall have the exclusive right to determine whether to proceed to arbitration.
5. The Association and the grievant(s) shall receive copies of all communications in the processing of grievances.

E. Informal Level

1. The grievant shall first discuss the grievance with the Principal or in the case of Educational Support Staff, the Immediate Supervisor. If the grievance cannot be resolved informally to the satisfaction of the grievant/Association, the grievant/Association shall have the right to initiate a formal grievance at Level One.

F. Formal Procedure

Level One

If the grievance cannot be resolved at the informal level, the grievant shall file the grievance and the relief sought in writing to the Superintendent. If the written grievance is not lodged within sixty-five (65) days following the act or knowledge of the act or omission upon which the grievance is based, the grievance is waived and shall no longer exist.

Within seven (7) days after the filing of the written grievance at Level One, the Superintendent shall meet with the grievant. Within fourteen (14) days after the meeting, the Superintendent shall give to the grievant his disposition and his rationale for such disposition in writing.

Level Two

If the grievant is not satisfied with the disposition of the grievance at Level One or if no disposition has been made within the time limit provided, the grievant may within an additional fourteen (14) days, file the grievance and relief sought in writing to the Treasurer. Following the filing of the grievance with the Treasurer, the Board shall hold a hearing with the grievant at the next regular meeting of the Board of Education. Within fourteen (14) days following the hearing, the Board

shall give to the grievant its disposition and rationale for such disposition of the grievance in writing.

Level Three

If the grievant and the Association are not satisfied with the disposition of the grievance by the Board, and the Association Executive Committee has investigated the grievance and has determined that it has merit, the grievant and the Association may, within fourteen (14) days of receipt of such written response, give written or email notice to the President of the Board of its intent to submit the grievance to an arbitrator.

The arbitrator shall be selected from a list of seven (7) names supplied by the American Arbitration Association. Selection of the arbitrator shall be determined by the Voluntary Labor Arbitration Rules of the American Arbitration Association. Such rules shall also govern the arbitration hearing and proceedings.

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

The costs for the arbitrator and the hearing room shall be shared equally by the Board and the Association.

G. Miscellaneous

1. All communications, regarding grievances, shall be reduced to writing and hand-delivered or mailed by certified mail, return receipt requested. The Board shall provide the Association President with copies of all communications.
2. Constructive receipt by the Board shall be construed to be the delivery date to the Superintendent's office.
3. Constructive receipt by the Association President shall be construed to be the delivery date to the Association.
4. Meetings and hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.

5. All parties at interest shall be permitted to attend a grievance meeting or arbitration hearing with no loss of pay or benefits.
6. No reprisals or recriminations shall be taken against any grievant, the Association, or a party of interest that would be related to the filing and/or processing of the grievance.
7. A grievance may be withdrawn by the Association at any time without prejudice.
8. The Association President shall receive notification of date, time, and place of hearings and the Association shall be entitled to representation at such hearings. Such representation shall be determined solely by the Association. The adjustment of a grievance(s) shall not, under any circumstances, be inconsistent with the terms of this Agreement.
9. If, in the judgment of the Association Executive Committee, a grievance affects a group or class of members, the Committee may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall begin at Level One.

ARTICLE III

III. EMPLOYMENT

A. Discrimination in Education Programs and Hiring Practices

The Board and the Association agree that neither party shall discriminate against each other or against any employee and/or applicant on the basis of race, color, creed, sex, sexual orientation, religion, marital status, age, political affiliation, or disability.

The Compliance Officer shall handle all grievances of this nature.

School personnel will take whatever steps necessary for self-study to identify any discriminatory policies or practices and take whatever remedial action is needed. Records shall be maintained of what procedures are followed.

B. Teacher's Function and Responsibility

The services of the teacher exist to carry on the actual work of instructing pupils, which is the essential service of the Ashland County - West Holmes Career Center. The teaching function is best discharged when the concept of instructing pupils is broad enough to include not only the teaching of certain subject matter, but also the supervision of other worthwhile activities which further the attainment in pupils of the function of public education.

Such activities as counseling, supervising health and safety, sponsoring school activities and organizations, working on curriculum committees and other approved projects, and making such reports and records as may be useful, may be considered as examples. The duties and responsibilities of all teachers must be considered in the light of such a broad concept.

The classroom teacher shall be directly responsible to the Principal of the school. Professional problems shall be taken directly to him or her or the respective supervisor.

The classroom teacher shall have channels through which ideas can be heard on all policies, administrative and instructional. Through the Principal, opportunities to study, discuss, and make recommendations on all policies that affect the entire school system shall be provided.

C. Recruitment and Appointment of Teachers

The Board recognizes that the strength of the educational program is based on a strong teaching staff. It is necessary to maintain a strong recruitment program and

at the same time retain those capable teachers already employed. It shall be the duty of the Superintendent to see that persons nominated for employment shall meet all qualifications established by law and by the Board for the type of position for which nomination is made.

D. Notification of Employment

Contract and salary notices will be given to the regular teaching staff following the May meeting of the Board of Education and shall be received no later than June 1st of each year. Contract and Salary notices for educational support staff shall be received no later than June 1st of each year.

E. Tenure and Sequence of Limited Contracts for Teachers

1. Continuing service status shall be granted in the District in accordance with State law. It is the sole responsibility of the bargaining unit member to notify the administration of their eligibility for a continuing contract.

If a teacher should become eligible for a continuing contract during the term of a limited contract, the Board shall, at its next regularly scheduled May meeting, upgrade the individual contract to the continuing contract status.

2. Limited contracts shall be approved by the Board on the recommendation of the Superintendent as follows:
 - a. A one-year limited probationary contract will be granted for the initial two (2) years of employment. If reemployed for a third year of employment, a one-year limited contract will be issued.
 - b. Two-year limited contracts will be granted after three (3) years of continuous employment and the member is recommended for reemployment.
 - c. Three-year limited contracts will be granted after five (5) years of continuous employment and the member is recommended for reemployment.
 - d. Five-year limited contracts will be granted after eight (8) years of continuous employment and the member is recommended for reemployment.
3. Extended Limited Teaching Contracts

In the event the Superintendent believes an extended limited teaching contract (not to exceed two [2] years) is warranted for a teacher who is

otherwise eligible for a continuing contract, the teacher will receive written notice at least five (5) working days prior to any Board action along with reasons directed towards professional improvement. The Board must act on an extended limited contract and the reasons directed toward professional improvement must be given to the teacher on or before June 1st. The parties agree the Board may bypass the procedures under Section 3319.11 (C) of the Ohio Revised Code and issue an extended limited teaching contract upon the Superintendent's recommendation without first entertaining a recommendation for a continuing contract. Upon subsequent reemployment of the teacher after the expiration of the extended limited contract, only a continuing contract may be entered into. If the Board does not give the teacher written notice of its affirmative action on or before June 1st, the teacher is deemed reemployed under a continuing contract at the same salary plus any increment provided by the salary schedule. The teacher is presumed to have accepted employment under such continuing contract unless such teacher notified the Board in writing to the contrary on or before June 15th, and a continuing contract shall be executed accordingly.

F. Contracts for Educational Support Personnel ORC 3319.081 effective 11-2-2018

1. Newly hired regular nonteaching school employees, including regular hourly rate and per diem employees, shall enter into written contracts for their employment which shall be for a period of not more than one year. If such employees are rehired, their three subsequent contracts shall be for a period of two years each.
2. After the termination of the third two-year contract provided in division (1) of this section, if the contract of a nonteaching employee is renewed, the employee shall continue in employment, and the salary provided in the contract may be increased but not reduced unless such reduction is a part of a uniform plan affecting the nonteaching employees of the entire district.

G. Evaluation and Probation of Teaching Staff

1. Definitions:
 - a. Evaluation Procedure: The procedural requirements set forth in this agreement to provide specificity to the statutory obligations established under sections 3319.111 and 3319.112 of the Ohio Revised Code and to conform to the framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.
 - b. Evaluation Framework: The document created and approved by the State Board of Education in accordance with section 3319.111(A) of the Ohio Revised Code that establishes the standards-based

framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.

- c. Evaluation Factors: The walkthrough(s) also known as “informal observations”, two (2) formal observation(s) of thirty (30) continuous minutes, and other components requested by Ohio Rev. code to be used in the teacher evaluation procedure. **Appendix K**
- d. High Quality Student Data (HQSD): Quantitative information, derived from two instruments rigorously reviewed and approved by locally determined education experts, teachers, which provided evidence of student learning that can be directly attributed to the teacher being evaluated. **Appendix I & J**
- e. Teacher Performance: The classroom assessment of the teacher’s performance, during the evaluation cycle, resulting in a performance rating. As an evaluation factor, the teacher performance dimension is based on direct observations and walkthroughs that are performed by a credentialed OTES evaluator.
- f. Evaluation Rating: The final, holistic evaluation rating that is assigned to a teacher based on the adopted Ohio Standards for Teaching. The evaluation rating is assigned at the conclusion of the evaluation cycle. The evaluation rating shall be “accomplished”, “skilled”, “developing”, or “ineffective”. The final rating shall not be weighted 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. **Appendix G**
- g. Poorly Performing Teacher: a teacher who received an OTES rating of Ineffective for two (2) of three (3) observations, one of which must be the third observation of the evaluation cycle.
- h. Evaluation Cycle: The period from the establishment of a professional growth or improvement plan through the issuance of an evaluation rating, in the year in which an evaluation rating is required by this contract or Ohio Rev. Code.
- i. Evaluation Instruments: The forms used by the teacher’s evaluator. The forms are developed by the ODE, including the “Teacher Performance Evaluation Rubric.” The agreed upon forms shall be incorporated into this agreement and attached as **Appendix E**.
- j. 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). **Appendix N**

- k. Ohio Teacher Evaluation System (OTES): The teacher evaluation system requested by Ohio Rev. Code § 3319.111 and § 3319.112.
 - l. Evidence: Information collected by the evaluator (ie: Walk-throughs, Formal Observations) and/or information provided to the credentialed evaluator by the teacher (student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, student portfolios, summative assessments, and student work samples), to support and inform the accurate reflection of the Evaluation Factors.
 - m. Professional Improvement Plan: A detailed, written plan by the evaluator, utilized solely when a teacher receives an Evaluation Rating of ineffective. The approved form for the Improvement Plan is attached to this agreement as **Appendix H**.
 - n. Professional Growth Plan: A written plan, self-directed or jointly developed between the teacher and evaluator based on the Final Holistic Rating, designed for the sole purpose of continuing teacher growth focused on areas identified in the teacher's observation and/or evaluation. The approved form for the Professional Growth Plan is attached to this agreement as **Appendix F**.
2. Purpose:
- a. To serve as a tool to advance the professional development of teachers.
 - b. To give guidance in instructional planning.
 - c. To assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.
 - d. To be used for retention and promotion decisions and for the removal of poorly performing teachers provided, however, that seniority shall not be a basis to retain or recall a teacher except when making decisions between teachers that have comparable evaluations.
3. Application:
- a. The teacher evaluation procedure contained in this section applies only to members of the AVTA bargaining unit who:
 - i. Work under a license issued under Ohio Rev. Code § 3319.22 § 3319.26 §3319.222, or §3319.226 and who spend

at least fifty percent (50%) of their time providing student instruction; and

- ii. Work under a professional or permanent certification issued under section Ohio Rev. Code §3319.222, as it existed prior to September 2003, and who spend at least fifty percent (50%) of their time providing student instruction.

b. The District shall not conduct an evaluation for any teacher who:

- i. Did not spend at least 50% of the time employed providing student instruction.
- ii. Submitted notice of retirement, and such notice has been acted upon by the Board of Education, on or before December 1 of the school year in which they plan to retire;
- iii. Is participating in the resident teacher residency program established by Ohio Rev. Code §3319.223 so long as the teacher, for the first time, takes at least half of the performance-based assessments prescribed by the State Board of Education for resident educators; or
- iv. Is a substitute teacher.

4. Evaluators:

- a. An evaluator who is an OTES 2.0 credentialed district administrator who is properly certified.
- b. The evaluator shall be assigned, and the teacher shall be notified of the assignment in writing seven (7) of the first professional work day, or in case of a teacher hired after the first professional work day, within seven (7) days of their first work day of employment. The person who is responsible for evaluating a teacher's performance shall be the teacher's immediate supervisor. The teacher's evaluator shall be assigned by the Superintendent/Designee.
- c. In assessing a teacher's performance, evaluators will not make judgements, or otherwise discriminate, based on a teacher's age, gender, identification, race, ethnicity, national origin, religion, sexual orientation, marital status, military status, disability, Union membership or Union activism.

5. Joint Evaluation Procedure Review Committee

For the express purpose of recommending necessary changes to the Board for the appropriate revision of the Board's Standards-Based Teacher Evaluation Policy, an ongoing Joint Evaluation Review Committee shall be formed.

The Committee shall be composed by an equal number of Association and Board representatives not to exceed a total of two (2) from each side. The term of office and the selection of the Association's members on the committee shall be determined by the Association President. The term of office and the selection of the Board's representative on the committee shall be determined by the Superintendent.

The Committee will review procedures and evaluation forms and recommend changes and/or revisions to the Administration as required by law.

- a. Members of the committee shall receive training in all aspects of OTES, the state adopted evaluation framework, the standards for the teaching profession, teacher of record, shared attribution, and teacher-student data linkage prior to service on the committee.
- b. The committee shall establish by mutual agreement a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks.
- c. All decisions of the committee shall be achieved by consensus. If consensus cannot be reached, the Association President and Superintendent will meet to resolve the issue.
- d. Members of the committee shall receive release time for committee work and training as may be granted by the Superintendent.
- e. The committee shall be authorized to utilize a consultant(s) (examples include, but are not limited to, educational consultants, software consultants, credentialing trainers, etc.) as it deems appropriate. The cost, if any, shall be borne by the board.

6. Committee Authority

- a. The committee shall be responsible for jointly recommending changes and revisions to the policy, procedures, and processes, including the evaluation instrument, for teacher evaluation.

- b. The committee shall approve all instruments regarding the use of High Quality Student Data.
- c. The committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment.

7. Training

- a. No later than September 15 of each year, training on the components of the teacher evaluation procedure, including the calibration of evaluation ratings, the evaluation cycle, the Standards of Ohio Educators, rubrics, tools, processes, methodology, and the use of HQSD will be provided, at the Board expense, for all credentialed evaluators and all teachers prior to the implementation of the evaluation procedure.
- b. The Board shall meet the requirements of Ohio Rev. Code §3319.112(A)(9)(10) to provide professional development and sufficient financial resources to support the professional learning required by this agreement. All professional development will align with the Ohio Professional Development Standards.

8. Schedule of Evaluation

- a. The evaluation cycle shall be completed not later than the first day of May, and the teacher being evaluated shall receive a written report of the results of this evaluation, including the assigned evaluation rating, not later than the 10th day of May.
- b. If the Board has entered a limited contract or extended limited contract with a teacher pursuant to section 3319.11 of the Ohio Revised Code, the Board shall perform a minimum of three (3) formal observations during the evaluation cycle in any school year in which the Board may wish to declare its intention not to re-employ a teacher pursuant to division (B), (C)(3), (D), or (E) of that section. The third formal observation shall be completed no later than April 25.

9. Criteria for Teacher Evaluation

- a. A teacher's performance shall be assessed based on the Ohio Educator Standards (or aligned standards) and rubrics for teaching and the criteria set forth in the OTES evaluation instrument, **Appendix E** to this Agreement.

- b. All observation of the work performance of a teacher through the OTES process shall be conducted openly and with full knowledge of the teacher.
- c. All results and conclusions of teacher evaluations must be documented and supported by evidence.
- d. No video or audio recording shall be made or used at any time during the observation/evaluation process.
- e. The OTES Self-Assessment form may be utilized by teachers as a resource but is not required, nor is the completion of such form or its contents to be used in determining evaluation outcomes.

10. Use of HQSD

- a. Each evaluation shall contain two (2) measures of 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) of HQSD.
- b. The Evaluation committee shall provide a recommendation to the Superintendent on the use of a proposed vendor assessment prior to submission to the Board of Education.
- c. HQSD shall be used as evidence in any component of the teacher's evaluation related to the following:
 - i. Knowledge of the students to whom the teacher provides instruction;
 - ii. The teacher's use of differentiated instruction practices based on the needs or abilities of individual students;
 - iii. Assessment of student learning;
 - iv. The use of assessment data; and
 - v. Professional responsibility and growth.
- d. No evaluation factor shall be impacted by student qualitative test performance and/or score(s) on a test except where applicable and aligned within the OTES 2.0 performance rubric tool (standards 1-

knowledge of students, 3-assessment, 4-planning including differentiation, and 7-professionalism).

- e. HQSD shall not be aggregated to provide “shared attribution” among teachers in a District, building, grade, content area, or other group.

11. Observations

a. Schedule of Observations

- i. A minimum of two (2) formal observations shall be conducted to support each evaluation cycle. A formal observation shall last a minimum of thirty (30) continuous minutes. The first formal observation shall be holistic. The second formal observation shall be focused on no more than two areas from the Ohio Standards for the Teaching Profession identified for growth. There shall be at least three (3) weeks between formal observations. If, after the second formal observation, a teacher's performance is found deficient to the extent that adverse personnel action may result, a minimum of one (1) additional observation shall be conducted.
- ii. One (1) formal observation shall occur in a year in which a teacher is not on a formal evaluation cycle.
- iii. All formal observations shall be announced.

b. Observation Conference

- i. All formal observations shall be preceded by a conference between the evaluator and the teacher for the teacher to explain plans and objectives for the work situation to be observed. This conference will occur within 5 work days prior to the formal observation. The teacher shall provide the pre-observation form to the evaluator at least one school day prior to the conference. **Appendix L**
- ii. A post-observation conference shall be held after each formal observation within 10 work days following the observation, unless extenuating circumstances exist and shall be used to inform the teacher if observed instructional practices are aligned with the expectations that are identified in the teacher's professional growth or improvement plan. During the post-observation conference following the first

formal observation (Holistic), the teacher and evaluator shall collaboratively identify no more than two Standards for the Teaching Profession identified for growth. At the post-observation conference, teachers may provide additional evidence to the evaluator, including but not limited to student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, portfolios, summative assessments, and student work samples.

- iii. A teacher or their evaluating administrator may request a formal observation at any time in addition to those required by this procedure.

12. Walkthroughs

- a. A walkthrough is an-informal observation that focuses on the following components.
 - Si. Evidence of planning;
 - ii. Lesson delivery;
 - iii. Differentiation based on needs or abilities of individual students;
 - iv. Resources;
 - v. Classroom environment;
 - vi. Student engagement;
 - vii. Assessment of student learning; and
 - viii. Any other component of the Ohio Standard for the Teaching Profession and Rubrics approved for teacher evaluation.
- b. The walkthrough shall not exceed twenty (20) consecutive minutes in duration.
- c. The walkthrough should be of sufficient duration to allow the evaluator to assess the focus of the walkthrough.
- d. The teacher shall be provided a copy of the completed walkthrough form that will focus on areas from the Standards for the Teaching Profession. A post-walkthrough conference may be requested by the

teacher or the evaluating administrator.

- e. At least two (2), but not more than four (4), walkthroughs per formal observation shall occur for each teacher.

13. Improvement of Deficiencies Identified During Observations/Walkthroughs

Formal observations resulting in the identification of performance deficiencies shall be addressed during the post-observation conference. All deficiencies identified by the evaluator shall be compiled and reported in writing, and a copy of the written report shall be provided to the teacher at the post-observation conference or formal debriefing. **Appendix M**

The evaluator involved shall make recommendations and will assist the teacher for the purpose of improvement of identified deficiencies.

The evaluator and teacher shall develop a professional improvement plan aligned to their respective Holistic Rating for improvements of identified deficiencies, and such plan shall be reduced to writing and provided to the teacher.

14. Finalization of Evaluation

a. Written Report

Before the evaluation cycle is final, and not later than May 10, a digital copy of the written evaluation report shall be given/sent to the teacher via the ODE portal. A conference shall be held between the teacher and the evaluator, if requested by either party.

b. Completion of Evaluation Cycle

- i. The summative evaluation rating shall be based upon preponderance of the evidence, assessed in a holistic manner, that is aligned to the Ohio Educator Standards. Only evidence gathered during the walkthroughs and formal observations that are conducted for the current school year may be used. The evaluation shall acknowledge the performance strengths of the teacher evaluated as well as performance deficiencies, if any. The evaluator shall note all the data used to support the conclusions reached in the formal evaluation report. The evaluation report shall be signed by the evaluator. The evaluation report should then be signed by the teacher to verify notification to the teacher that the evaluation will be placed on file, but the teacher's

signature should not be construed as evidence that the teacher agrees with the contents of the evaluation report. The evaluation report shall be completed by May 10, signed by both parties, and submitted using the reporting system prescribed by ODE.

- ii. The Board shall evaluate each teacher according to the language in the ORC 3319.111. In each case, the evaluation shall be completed by the first day of May of the applicable school year, and each teacher shall receive a written report of the results of the evaluation by the 10th day of May of that school year. The language for this evaluation process shall be as follows:
- iii. The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file. A copy, signed by both parties, shall be provided to the teacher.
- c. The Board of Education may elect to evaluate a teacher who receives a rating of "accomplished" once every three (3) years. The teacher will be required to annually submit a self-directed professional growth plan to the evaluator, and the evaluator will determine if the teacher is making progress on the plan. The professional plan growth plan will focus on the most recent evaluation of the teacher. The teacher will be provided with at least one (1) formal observation and post-conference in any year that such teacher is not formally evaluated.
- d. The Board of Education may elect to evaluate a teacher who receives a rating of "skilled" once every two (2) years. The teacher and the evaluator will develop a professional growth plan annually for the teacher and the evaluator will determine if the teacher is making progress on the plan. The professional growth plan will focus on the most recent evaluation and observations of the teacher. Teachers will be provided with at least one (1) formal observation and post-conference in any year that such teacher is not formally evaluated.
- e. The Board of Education shall perform a third observation of any teacher who receives two observations with a rating of "Ineffective" during the evaluation cycle.

- f. All Teachers on a limited contract shall have a full-cycle evaluation during the last year of the limited contract or who is being considered for a continuing contract.

- g. Response to Evaluation

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

15. Professional Development

- a. Professional growth plans and improvement plans shall be developed as follows:

- i. Teachers with a final evaluation rating of "accomplished" on his/her most recent evaluation shall develop a self-directed professional growth plan and submit to their evaluator no later than September 30th.

- ii. Teachers with a final evaluation rating of "skilled" shall develop a professional growth plan collaboratively with his/her credentialed evaluator and completed by September 30th.

- iii. Teachers with a final evaluation rating of "developing" shall develop a professional growth plan that is guided by their credentialed evaluator, pursuant to the terms of this agreement. This professional growth plan shall be completed by September 30th.

- iv. Teachers with an evaluation rating of "ineffective" shall have a professional improvement plan developed by their credentialed evaluators.

- v. If a teacher and evaluator are unable to agree on the evaluator's expectations for the improvement plan, the teacher may request a teacher facilitator or another mutually agreed upon teacher of the District to facilitate further discussion between the teacher and the evaluator toward development of the improvement plan.

- b. The Board shall provide for professional development, mentoring/coaching, and the allocation of financial resources to accelerate and continue teacher growth and improvement and to

provide support to poorly performing teachers as set forth in this Agreement, subject to approval of the Superintendent.

16. Professional Improvement Plans

- a. The professional improvement plan, as outlined in this section, is triggered by an evaluation rating of "ineffective". A professional improvement plan is a clearly articulated assistance program for a teacher and shall detail:
 - i. Performance issues documented as deficient in accordance with the OTES model for Professional Improvement Plan;
 - ii. Specific performance expectations;
 - iii. Sufficient timelines to allow for the improvement of identified instructional deficiencies; and
 - iv. The provision for a teacher facilitator, if requested by the evaluator or teacher. The facilitator will be provided release time as needed to allow for meetings/observations with the teacher under an improvement plan.
 - v. If an improvement plan is developed prior to March 1, those identified deficiencies shall be reevaluated as part of the teacher evaluation process for the remainder of the school year. An improvement plan for deficiencies that are successfully remediated during the remainder of the school plan shall be deemed completed.
 - vi. If an improvement plan is developed after March 1, the plan shall be continued into the next school year if the teacher remains employed by the Board.
 - vii. Other deficiencies observed first-hand by a building administrator regarding the teacher's failure to adhere to contractual work rules and other documented deficiencies not noted during the formal observations or walkthroughs must be put in writing and provided to the teacher within five (5) workdays after the observed deficiency occurs. The building administrator shall provide, in writing, to a teacher any plan for improvement of identified instructional deficiencies.
- b. The professional improvement plan shall include:

- i. Specific measurable instructional practices to be observed;
 - ii. Specific evidence-based resources and assistance to be provided;
 - iii. Clearly articulate timelines for the completion of the plan;
 - iv. Professional Development Funds, material, and human resources sufficient to realize the expectations set forth in the plan as approved in advance by the Superintendent; and
 - v. Shall utilize the form in **Appendix H** of this Agreement.
 - c. Protections
 - i. Other than a notation to the effect that a teacher serves as a Facilitator, the teacher's activities as a Facilitator shall not be part of that staff member's evaluation.
 - ii. A Facilitator shall not be requested or directed to make any recommendation regarding the continued employment of the teacher.
 - iii. No Facilitator shall be requested or directed to divulge information from the written documentation, or confidential mentor/mentee discussions.
 - iv. At any time, the Facilitator or the teacher may exercise the option to have a new Facilitator assigned to the teacher, without repercussion.
17. Due Process: Teachers who disagree with and provide evidence that identifies errors with HQSD data collection or calculation; performance ratings; collection and/or alignment of evidence to the educator standards; and/or the summative evaluation rating shall be permitted to request a different credentialed evaluator. Such requests shall be documented and reviewed by the District.
- a. A teacher shall be entitled to Union representation at any conference held during this procedure in which the teacher will be advised of an impending adverse personnel action.
 - b. Any violation of either procedural or substantive due process shall be addressed through the grievance procedure.

- c. Any legislative changes involving OTES shall be addressed through a memorandum of understanding.
 - d. All provisions of OTES shall be governed by this Agreement, in compliance with Ohio Rev. Code, and shall be grievable under the applicable grievance provisions of this Agreement. The timeline for initiating a grievance shall begin with the reporting of a teacher's evaluation rating at the end of his/her evaluation cycle.
 - e. Failure by the District to adhere to any timeline or condition established in this Agreement may render the evaluation cycle, including the summative rating, void. The decision to void the evaluation cycle and/or summative rating is left up to the teacher's discretion.
 - f. If evaluation procedures have not been complied with pursuant to section 3319.111 of the Revised Code or if the board does not give the teacher written notice on or before the first day of June of its intention not to reemploy the teacher, the teacher is deemed reemployed under an extended limited contract for a term not to exceed one year at the same salary plus any increment provided by the salary schedule. The teacher is presumed to have accepted employment under the extended limited contract for a term not to exceed one year unless such teacher notifies the board in writing to the contrary on or before the fifteenth day of June, and an extended limited contract for a term not to exceed one year shall be executed accordingly. Upon any subsequent reemployment of the teacher only a continuing contract may be entered into.
18. School counselor evaluations will be in accordance with Board Policy (po3223), the Ohio Revised Code, and Ohio Department of Education (OhioES) standards.

H. Non-Renewal of Teaching Staff

The Board and the Association agree that in the case of a non-renewal of a limited contract, the following requirements as specified in Ohio Revised Code 3319.11

that require the Board to provide the circumstances of a non-renewal, the requirement that the Board, upon request, hold a hearing on an intended non-renewal, and the right of a non-renewed teacher to appeal the Board's decision to non-renew to the appropriate common pleas court or the provision of the negotiated agreement shall be followed.

I. Educational Support Personnel Evaluation

1. Purpose

The purpose of the evaluation is to:

- a. Assess the employee's work performance;
- b. To help the employee achieve greater effectiveness in the performance of their work assignment;
- c. To constitute the basis for personnel decisions including promotions, reassignments, continuation of employment or termination.

2. Evaluator

Evaluation of an educational support staff employee shall be conducted by the employee's appropriate supervisor. In the event an employee performs work under the supervision of more than one supervisor, the Superintendent will designate the employee's evaluator. The evaluator shall not be a bargaining unit member nor shall the supervisor be a bargaining unit member.

3. Frequency of Evaluation

The frequency of evaluation of the educational support staff is as follows:

- a. An Employee shall be evaluated twice during the first full or partial year of employment (one-year contract).
- b. An employee shall be evaluated once during the first year of a two-year contract of employment and twice during the final year of a two-year contract of employment (Two-year contracts).
- c. An employee shall be evaluated once every year thereafter (Continuing contract).

4. Evaluation Timelines

All evaluations for educational support employees shall be completed and forwarded to the Superintendent according to the following timelines:

a. One-year limited contract

- 1) The first evaluation shall be forwarded to the Superintendent no later than the first Friday of February.
- 2) The second evaluation shall be forwarded to the Superintendent no later than the Friday prior to the April Regular Board of Education Meeting.

b. Two-year limited contracts

- 1) During the first year of a two (2) year contract, one evaluation shall be forwarded to the Superintendent no later than the first Friday of May.
- 2) During the second year of a two (2) year contract, the first evaluation shall be forwarded to the Superintendent no later than the first Friday of February. The second evaluation shall be forwarded to the Superintendent no later than the Friday prior to the April Regular Board of Education Meeting.

c. Continuing Contract

One evaluation shall be forwarded to the Superintendent no later than the first Friday of May.

5. Method of Evaluation

- a. The formal evaluation of educational support staff shall be accomplished by a written self-evaluation prepared by the employee and a written evaluation of the employee prepared by the employee's supervisor.
- b. The Educational Support Personnel Evaluation Form, **Appendix DD**, shall be utilized for both the self-evaluation and the supervisor's evaluation.

- c. Upon the completion of both written evaluations, the employee and supervisor shall meet to verbally discuss both written evaluations.
- d. At the conclusion of this discussion, the supervisor shall finalize and sign the evaluation which will be presented to the employee for their signature.
- e. The completed and signed evaluation form shall be forwarded to the Superintendent for review then included in the employee's permanent personnel file.

6. Miscellaneous

- a. Nothing herein shall be construed to prohibit the normal supervisory functions of commending, questioning, suggesting, directing, reminding and correcting an employee in the performance of his/her duties.
- b. An educational support member shall be entitled to Association representation at any conference held during this procedure in which the member will be advised of an impending adverse personnel action.
- c. Within ten (10) days of receipt (a day when the employee is scheduled to work) the educational support member shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the member's personnel file. Failure to respond within the allotted time shall result in the member waiving his/her right to respond. A copy signed by both parties shall be retained by the member.

J. Non-Renewal of Educational Support Staff

The limited contracts of educational support staff may be non-renewed upon expiration of the contract by providing written notice to the affected employee before June 1st. A non-renewed educational support staff has the right to appeal the Board's decision to the appropriate Common Pleas court.

K. Just Cause

Certified Staff member(s) shall not be disciplined, non-renewed, or otherwise deprived of any professional advantage without "just cause" and compliance with applicable provisions of this Agreement. Just cause, as it is used for nonrenewal, will not be applicable until the employee has completed a two (2) year contract in the Ashland County-West Holmes Joint Vocational School District.

An Educational Support Staff member(s) shall not be disciplined, non-renewed, or otherwise deprived of any professional advantage without "just cause" and compliance with applicable provisions of this Agreement. Just cause, as it is used for non-renewal, will not be applicable until the employee has completed three (3) two (2) year contracts in the Ashland County-West Holmes Joint Vocational School District.

L. Program Elimination

1. The Board agrees that provision should be made to give a teacher whose contract was terminated or suspended because of a program elimination an opportunity to be reemployed. As a result, the Board will agree to the following statement: "When a program is eliminated and a teacher is notified and dismissed because of this program elimination, then that teacher must be offered the opportunity to resume his or her position if that program or a similar program for which he or she is qualified and certified is later reinstated or begun. The reinstated teacher shall be placed on the existing salary schedule commensurate with training and teacher experience within legal limits of the law. A one-time refusal by the affected teacher will void future contact. The requirement to offer a teacher a contract under the above described circumstances ceases after two (2) years from date that respective teacher's contract is terminated or suspended."
2. In the event the reason for the elimination of a program is under enrollment, that teaching staff will be notified no later than March 1st for those programs which are under-enrolled at that time. Following this notice, the Board shall provide the Association President with the information/data on which their decision was based. Additionally, the teaching staff will be kept informed on enrollment changes and will be notified as early as possible of any program termination.
3. Any and all contract termination(s) or suspension(s) shall be in accordance with Ohio Revised Code 3319.16 and 3319.161, or 3319.17.

M. Release From Contract

A member may apply at any time for a release from contract. After July 10th, however, the Board may choose not to grant such a release based on inability to secure a satisfactory replacement.

N. Seniority

1. Seniority as used in this Agreement shall mean the length of continuous employment in a bargaining unit position as follows:

- a. Seniority shall begin to accrue from the first day worked in a bargaining unit position including responsibilities under a supplemental or extended time contract.
- b. Seniority shall accrue for all time a member is on active pay status or is receiving worker's compensation benefits.
- c. Time spent on inactive pay status (unpaid leave or layoff) shall not contribute to the accrual of seniority but shall not constitute a break in seniority.
- d. Full-time members shall accrue one (1) year of seniority for each year worked (120 or more days, 6 hours or more per day).
- e. Part-time members shall accrue seniority prorated against the minimal full-time standard as defined above.
- f. No member shall accrue more than one (1) year of seniority in any work year.

2. Equal Seniority

- a. A tie in seniority shall occur when two (2) or more members have the same amount of seniority credit as determined by the seniority list.
- b. Ties in seniority shall be broken by the following method to determine the most senior member:
 - 1) The member with the first day worked; then
 - 2) The member with the earliest date of employment (date of hire as determined by date of Board's resolution); then
 - 3) By lottery, with the most senior member being the one whose name is drawn first, etc. This procedure shall be implemented in the presence of a designated Association representative.

3. Superseniority

For layoff purposes only, members employed under continuing contract shall have greater seniority than members employed under limited contract.

4. Loss of Seniority

Seniority shall be lost when a member retires or resigns; is employed in a full-time non-bargaining unit position; is discharged for cause; or otherwise leaves the employment of the Board.

5. Posting of Seniority List

A seniority list for teaching bargaining unit members and a seniority list for educational support staff bargaining unit members shall be posted annually, by October 1st of each work year. The Board shall prepare and post on the designated bulletin board in each building/work site a seniority list indicating, if applicable, by area of certification, license, or entry-level requirement, the first day worked, the date of Board resolution to hire, and the contract status (limited or continuing) of each member. Said list shall be provided to the Association President on or before the date of posting.

The names of members on the seniority list shall appear in seniority rank order within areas of certification, license, or entry-level requirement, with the name of the most senior member appearing at the top of the listing and the name of the least senior member appearing at the bottom of the listing.

The names of teachers who are certified, licensed, or otherwise minimally qualified in more than one (1) area shall be included on the listing for all areas of certification, license, or entry-level requirement.

The names of part-time members shall appear on the seniority list but shall be listed separately from the names of full-time members.

6. Correction of Inaccuracies

Each member shall have a period of fifteen (15) days after posting of the seniority list in which to advise the Board or its agents in writing of any inaccuracies which affect his/her seniority. The Board or its agents shall investigate all reported inaccuracies and make such adjustments as may be in order and post the updated list immediately. No protest shall be considered after fifteen (15) days of the posting of the seniority list and the list shall be considered as final until the next posting.

O. Reduction in Force (RIF) of Teachers

1. When, for any of the following reasons, the Board decides that it will be necessary to reduce the number of teachers it employs, it may make a reasonable reduction in accordance with the provisions of this section and Ohio Revised Code 3319.17:

- (1) Return to duty of regular teachers after leaves of absence;
 - (2) Suspension of schools;
 - (3) Territorial changes affecting the District;
 - (4) Financial reasons; or
 - (5) Decreased enrollment of pupils in the district.
2. In making any such reduction, the board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent who shall, within each teaching field affected, give preference to teachers on continuing contracts. The Board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations.
3. On a case-by-case basis, in lieu of suspending a contract in whole, the Board may suspend a contract in part, so that an individual is required to work a percentage of the time the employee otherwise is required to work under the contract and receives a commensurate percentage of the full compensation the employee otherwise would receive under the Contract.
4. Teachers whose continuing contracts are suspended by the Board pursuant to this section 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. No teacher whose continuing contract has been suspended shall lose that right of restoration to continuing service status by reason of having declined recall to a position that is less than full-time or, if the teacher was not employed full-time just prior to suspension of the teacher's continuing contract, to a position requiring a lesser percentage of full-time employment than the position the teacher last held while employed in the district. Seniority shall not be the basis for rehiring a teacher, except when making a decision between teachers who have comparable evaluations.
5. Suspended contract shall mean employed but on an inactive status without pay and/or fringes; however, the teacher would be entitled to benefits as described in Section 7 below.
6. The procedure for a reduction in force (RIF) shall be:
 - a. The Association President shall be notified of the Board's intent to consider a RIF program prior to July 1st.

- b. A meeting(s) shall be held between the representatives of the Association and representatives of the Board to discuss the need for a RIF program.
- c. A formalized RIF list shall be prepared indicating the specific number of positions to be abolished within each area of certification. The certification area(s) of teacher(s) who will be returning from approved leaves of absence will be separately indicated as a part of the formalized list. In addition, the number of teacher(s) who will be returning, within an area of certification, will be indicated.
- d. This list shall be provided at least thirty (30) days prior to a RIF. The Association President shall receive two (2) copies of said list.
- e. A teacher(s) whose contract(s) is/are suspended by the Board as a result of a RIF program shall be given written notification by registered mail immediately following the Board's regular meeting at which the action to RIF was taken. This notification shall indicate the date that the Board acted to suspend this teacher's contract and the effective date of the RIF.
- f. The Board shall handle staff reductions through normal attrition (early retirement, resignations, etc.)

7. Vacancies

- a. When a vacancy occurs for which the Board determines, a teacher notification will be made by registered mail and work email. It is the responsibility of the involved teacher(s) to advise the Board of the address where they can be reached.
- b. A teacher who is offered a contract under the provisions of this policy must respond within ten (10) days of the receipt of said offer. If a teacher does not accept a contract or fails to respond in the time stated, the teacher will be removed from the recall list.
- c. Upon reemployment, all rights related to salary, fringe benefits, and seniority shall be fully restored.
- d. Teachers not employed as a result of the RIF program will be given first consideration as casual day-to-day or long-term substitute

teachers as the need occurs if they submit their name for the substitute list.

- e. RIFed teachers shall have the right to pay the total premium for hospital, surgical major medical, dental, vision, and prescription drug insurance for a period not to exceed eighteen (18) months. During the aforesaid eighteen (18) month time period, teachers whose contracts have been suspended and who have not been recalled shall have the same contractual status as members who are on an approved unpaid leave of absence.

8. Recall List

All employees shall remain on the recall list for a period of twenty-four (24) months.

P. Reduction in Force of Educational Support Personnel

- 1. When by reason of decreased enrollment of pupils, return to duty of regular educational support staff after leave of absence, or by reason of suspension of schools or territorial changes affecting the district or for financial reasons, a reasonable reduction shall be made by suspending educational support member(s) of the bargaining unit contract(s), by the Board, in accordance with the provision of this section and Ohio Revised Code 3319.172.
- 2. In recommending the suspension of contract, the Superintendent shall give preference first to educational support employees under continuing contracts and then to educational support employees on the basis of seniority.
- 3. On a case-by-case basis, in lieu of suspending a contract in whole, the Board may suspend a contract in part, so that an individual is required to work a percentage of time the employee otherwise is required to work under the contract and receives a commensurate percentage of the full compensation of the employee otherwise would receive under the contract.
- 4. Any educational support employee whose continuing contract is suspended shall have the right to restoration to continuing service status by the Board in order of seniority in the District, if and when an Educational Support Personnel position for which the employee is qualified becomes vacant or is created.
- 5. No educational support employee whose continuing contract has been suspended shall lose the right of restoration to continuing service status by

the Board in order of seniority of service status by reasons of having declined recall to a position requiring fewer regularly scheduled hours of work than required by the position the employee last held while employed in the District.

6. The procedure for a reduction in force (RIF) shall be:
 - a. When possible, the Board shall handle staff reductions through normal attrition (early retirement, resignations, etc.)
 - b. The Board shall notify the Association President of its intent to consider a RIF program prior to July 1st each year.
 - c. Upon request, Board representatives shall meet with the Association to discuss the need for a RIF program during which a formalized RIF list indicating the specific number of positions to be abolished within each classification shall be provided to the Association President.
 - d. The list shall be provided at least thirty (30) days prior to a RIF. The Association President shall receive two (2) copies of said list.
 - e. Educational Support Personnel (ESP) member(s) whose contract(s) is/are suspended by the Board as a result of a RIF program shall be provided written notification via registered mail immediately following the Board's regular meeting at which the decision to RIF is taken. This notification shall indicate the date that the Board acted to suspend a bargaining unit member's contract and the effective date of the RIF.

Q. Employment Practices

1. The patterns, practices, and procedures as set forth in this contract shall be applied uniformly to all members except as may be otherwise required by statute or by this Agreement.
2. Regular teaching assignments will only be made in areas for which the member is or agrees to become properly certified.
3. A copy of Board policies and administrative rules and regulations will be available online

R. Notification of Intent to Retire

Retiring members, excluding members who have previously retired through a state retirement system, who meet the STRS/SERS requirements for retirement shall receive a lump sum payment of \$1,000 if they submit a letter of resignation for retirement purposes to the Superintendent and Treasurer in writing by December 1. The retirement resignation will be effective at the end of the current school year and shall specify the anticipated last date of employment. The retiring member must also complete the current contract in order to qualify for the payment. This may require possible adjustments for make-up of calamity days. The retirement resignation shall become irrevocable upon submission and shall be considered binding on the member and the Board of Education.

If a retiring member submits the letter of resignation as specified above for retirement purposes in their first year of retirement eligibility, in accordance with STRS/SERS guidelines, the member shall receive an additional ten (10) days of severance, paid in addition to Article VIII. K.

S. Resident Educator Program

1. Definitions

- a. REP - stands for the Resident Educator Program as adopted by the Ohio State Board of Education and the Ohio revised Code, or as otherwise modified by the State Board of Education.
- b. Resident Educator – For purposes of this policy, "Resident Educator" means licensed teacher/instructors needing to pas Resident Educator Program.
- c. Lead Mentor – A bargaining unit member designated by the Superintendent with input from the Association, who is responsible for managing the District's Resident Educator Program. The final selection of the Lead Mentor rests with the Superintendent and/or his designee. Must be Resident Educator Trained
- d. Mentor Teacher – A consulting teacher who will provide formative assistance to a Resident Educator. Must be Resident Educator Trained.

- 2. A mentoring program for all teachers needing to complete the Resident Educator Program shall be jointly provided in accordance with the Ohio Department of Education (ODE) Resident Educators Program Guidelines, the Ashland County-West Holmes Joint Vocational School District Board of Education and the Ashland Vocational Teachers Association (AVTA).

An Resident Educator shall be defined as:

- a. An educator holding a 4-year Resident Educator License effective July 1, 2010 or later that is employed full time (120 days) in his/her area of licensure.
 - b. Any teacher who needs to pass the Resident Educator State Assessment.
 - c. Failure to complete Resident Educator yearly requirements may result in disciplinary actions including termination.
3. The Lead Mentor is a bargaining unit member designated by the Superintendent with input from the Association, who is responsible for managing the District's Resident Educator Program. The final selection of the Lead Mentor rests with the Superintendent and/or his designee. Must be Resident Educator Trained. The lead Mentors stipend will be paid \$1,300 each year. The Lead Mentor stipend will be based upon the following requirements:
 - a. A mentor teacher who will ensure that the Resident Educator Program requirements are met and who will facilitate the support provided to the Resident Educators and mentors.
 - b. Conduct at least monthly meetings with mentors and resident educators
4. The Mentor Teacher is a consulting teacher who will provide formative assistance to a Resident Educator. Must be Resident Educator Trained. The Mentor teacher stipend of \$700.00 will be based upon the completion of the following requirements:
 - a. A mentor teacher who will ensure that the Resident Educator Program requirements are met and who will facilitate the support provided to the Resident Educators
 - b. Attendance at an orientation session with their assigned entry-year teacher
 - c. Completion of the Mentor Log/time sheet by both the mentor and Resident Educator teacher. Forms must be submitted to the lead mentor by the end of the first (1) semester and May 1st.
 - d. Completion of two (2) formal observations.

- e. All mentors should participate in Tri-County entry-year training sessions. These hours count towards annual in-service requirements.
 - f. All mentors must attend, at a minimum, one monthly meeting directed by the lead mentor.
5. All bargaining unit members that have completed five (5) years of successful full-time classroom experience in the AC-WH JVS District shall be eligible to apply and fill a mentor-teacher position after completing Resident Educator Training.
6. The selection of bargaining unit members who will act as mentor teachers shall be considered based on those bargaining unit members who have submitted letters of intent. Potential mentors must meet all selection criteria:
- a. Completion of Five (5) or more years of successful teaching at the Ashland County-West Holmes Career Center
 - b. Completion of the Resident Educator Training

A letter of intent to serve, as a mentor, must be submitted to the mentorship committee. The Superintendent or Superintendent's designees shall make the final selection from the list of those who have properly submitted an intent letter.

Should a position remain unfilled after all intentions have been assigned, the Superintendent or Superintendent's designees shall meet with the Association President, or the association's President's designee, to determine the method of filling the vacant position.

7. The Board shall provide release time of two (2) days per year for Mentor Teachers (and for the Lead Mentor) who are completing mentoring observations including pre- and post-observation conferences. Two (2) half (½) days of release time per year will also be provided to Resident Educators to conference with their Mentor Teacher.
8. The Board shall provide an additional two (2) extended days per year for the Lead Mentor and Mentors to meet and plan the Resident Educator Program one (1) before start of school and one (1) at the end of school.
9. Six (6) weeks after the beginning of the school year, the Resident Educator Teacher may request, in writing, to the mentorship committee the reassignment of mentors. The mentorship committee will investigate the

situation and will reassign, if appropriate. In the case of reassignment of an entry-year teacher from one mentor teacher to another for whatever reason, the stipend will be prorated between the mentor teachers mentoring the entry-year teacher. Mentors may also request reassignment to a different Resident Educator Teacher six (6) weeks after the beginning of the school year. The mentorship committee will investigate the situation and will reassign the Resident Educator Teacher, if appropriate.

10. Resident Educator are required to:

- a. Attend an orientation session on Resident Educator
- b. Work collaboratively with the assigned mentor
- c. Attend professional development meetings, designed to prepare participants for Resident Educator Program, at the Tri-County training sight.
- d. Be observed by the mentor a minimum of once per semester.
- e. Participate in the pre-observation and post-observation conferences for each observation
- f. Reflect on the descriptive feedback provided by the mentor from each observation
- g. Attend, at a minimum, one monthly meeting directed by the lead mentor
- h. Failure to complete Resident Educator yearly requirements may result in disciplinary actions including termination.

11. Joint Evaluation Procedure Review Committee

- a. The Committee shall be comprised by an equal number of Association and Board representatives not to exceed a total of three (3) from each side.
- b. The Committee will review procedures and evaluation forms and recommend changes and/or revisions to the Administration as required by law.

Members of the Committee shall be compensated with release time or (after the workday) at the contractual hourly rate (teaching conditions; Article IV, Section C 2 of the current AVTA contract).

ARTICLE IV

IV. TEACHING CONDITIONS

A. Assignment and Transfer of Teachers

1. Assignment

All members are subject to annual assignment by the Superintendent. Recommendations from the Principal will be considered in making assignments. All members shall receive, in writing prior to the end of their last contractual work day each year, their tentative assignment for the ensuing school year relative to subjects, period, grade level, and/or extra duties. These assignments or extra duties could include but are not limited to tutoring, commons duty, and/or additional classes. Voluntarily working on High Schools that Work (HSTW) and/or Resident Educator License could exempt a staff member from assignment or extra duty as listed above. However, a member working in Year 1 and Year 3 of their Resident Educator License will exempt them from morning duties.

No change of assignment will be made after the end of the contract year except when an emergency situation arises and shall be in accordance with transfer procedures.

2. Posting

All position openings for members, regardless of position or whether the opening implies a promotion, shall be posted on the District's website and emailed to all employees. Such notices will be indelibly dated at the time of posting.

Such notices shall clearly set forth the required certification for the position, a description of the duties to be performed, salary, and procedures for application.

If no applications are received within fourteen (14) calendar days of posting the notice via email to all employees the position may be filled outside the system.

A member hired to fill a position must possess the posted certification requirements for the position. Any member having proper certification may apply for the posted position and shall be granted an interview. When more than one (1) current bargaining unit member applies, requirements as set forth in O.R.C. (3311.79), seniority may not be the basis for teacher

retention or other employment decisions, except when deciding between teachers who have comparable evaluations.

3. Transfer Procedures

a. Voluntary Transfer - members may request a change of assignment.

1) Transfer requests may be initiated by members using the following guidelines:

a) A transfer request shall be emailed to the Superintendent by April 15th prior to the school year in which the transfer would occur.

b) Transfers will be considered if an opening exists or becomes available.

c) Members applying for a transfer will be interviewed for the open position. Positions shall be filled in accordance with the provisions of this article.

4. Involuntary Transfer - Every effort shall be made to avoid involuntary transfers by fully utilizing the voluntary transfer procedure. If the Superintendent directs an involuntary transfer in the department/division, subject or grade level, notification thereof shall be given to the involved teacher(s) by July 1st preceding the effective day of said involuntary transfer. No member shall be involuntarily transferred without just cause.

When involuntary transfers are necessary due to a staffing need, a teacher's area(s) of certification, his/her teaching experience, and length of continuous service in the district will be used as the criteria in determining if a member is to be transferred, (least service-first transferred).

Teachers being involuntarily transferred will be assigned only to a position for which they are fully and properly certified. In discussing an involuntary transfer, there will be a meeting (within seven (7) days of a written request) of the teacher(s) involved and the Superintendent or his/her designee to explain the circumstances of the transfer. The involved teacher(s) may request representation of his/her choosing for the meeting. The involved teacher(s) shall be given the reasons for the transfer, in writing, prior to the aforementioned meeting.

B. Job Descriptions

Job descriptions shall be developed for the variety of positions included in the professional staff and educational support staff, and shall become a part of the rules and regulations of the District. Job descriptions shall be available on the staff drive (Google Drive). All new employee's shall receive and acknowledge a copy of their job description with their employment contract. The affected employee will be given a twenty (20) day notice of any changes in their job description.

C. Substitute Teachers

1. Casual Day-to-Day Substitutes

Certificated substitute teachers may be employed when it is necessary for the regular teacher to be away from their duties.

2. Teacher Substitution

Teachers may be asked to substitute during the teacher's planning period. A teacher who volunteers during their planning period to substitute for another teacher will be paid twenty five dollars (\$25.00) per planning period.

An exception shall be made to this section for those vocational teachers whose program includes more than one teacher and a student hour requirement for student certifications which necessitates the program teacher licensure to ensure hours are earned for student instructional time. In this case, the Board will pay the covering properly licensed teacher the rate of a substitute teacher, currently eighty-five dollars (\$85.00), prorated to the amount of time per day that the class is covered. The covering teacher will be provided a duty-free lunch period. It shall be the decision of administration to have the program teacher cover the class and the teacher shall have the right to refuse to cover the class.

D. Non-School Employment During the School Year

Teachers or other staff members may not be gainfully employed by other than the Board of Education during the school year if such employment in any way interferes with regular duties.

E. Class Size

The administration will follow State standards on the issue of class size.

F. School Calendar

1. The Association Calendar Committee shall develop proposals for the school calendar and shall provide them to the Board by January 1st of each year.
2. The calendar that is adopted by the Board shall be in accordance with requirements as set forth in O.R.C. (3313.48) and the following:
 - a. The JVS calendar needs to reflect senior students completing required attendance prior to the earliest home school graduation.
 - b. The contract year for teacher shall be one hundred eighty-three (183) days of which no more than one hundred eighty (180) days shall include students in attendance. Satellite teachers shall be paid their per diem rate for any days that exceed one hundred eighty-three (183) contracted days and in accordance with Article IV, Section I.
 - c. Include at least the following holiday periods:
 - 1) Labor Day.
 - 2) Thanksgiving Day and the following Friday.
 - 3) December recess to include at least ten (10) consecutive days which shall include for teachers December 24th and January 1st.
 - 4) Spring recess - At least nine (9) calendar days aligning with the majority of our home school student population on break unless agreed by the association to make-up hours.
 - 5) Good Friday.
 - 6) Memorial Day.
 - d. The ACWHCC Google calendar shall include planned monthly morning staff meeting, after school in-services, parent teacher conferences, dinners with the teacher, and any other school wide events.

G. School Booth

Only staff members volunteering their time will be involved in supervising the general school display booth at county and street fairs.

H. Student Handbook

Teaching staff will be given the opportunity to offer suggestions for revision and additions to the student handbook. When committees are formed to work on changes, teacher representation to the committee will be secured through the Association President.

I. Work Day

Except for those teachers who are assigned to teach at satellite locations and whose work day is separately established by the satellite school, teacher work day, including teachers who agree to teach a class beginning earlier than the start of the normal school day, shall not exceed seven (7) hours for any day that such teacher is scheduled to work in accordance with part F above. Said work day shall include no less than fifteen (15) consecutive minutes of non-student contact time within the first thirty (30) minutes of the day. Teachers who agree to teach a class beginning earlier than the normal school day will be exempt from the fifteen (15) minutes of non-student contact time at the start of the day.

All teachers shall be entitled to thirty (30) minutes for a duty-free lunch period, and at least one (1) full class period of planning/preparation time which shall consist of consecutive minutes. The number of minutes in a period may fluctuate due to the length of school day. The seven (7) hour teacher work day may be extended 1) by one (1) hour on one (1) occasion per month for nine (9) hours for the purpose of monthly in-service meetings; 2) for one (1) open house program per year; and 3) for one (1) parent/new student orientation which will occur the evening of the first contracted day. Teachers participating in the parent/new student orientation may be excused from two (2) hours of in-service except for those in-services that are mandated by State or Federal Law.

Teachers who agree to teach a class beginning earlier than the start of the normal school day shall be released prior to the end of the normal school day by the number of minutes that they teach prior to the start of the normal school day (flex-time). All flex-time assignments shall be based upon seniority by area of certification each school year.

J. Class Scheduling

Beginning no later than March of each year, each teacher shall receive, at least monthly, reports on the progress that is/has been made regarding registration of students for the ensuing school year. The administration will cooperate with and encourage each member who, at his/her option, is interested in participating and helping with the recruitment process. Teachers will make all reasonable effort in helping with student recruitment and retention.

K. Miscellaneous Conditions of Employment of Teachers

The following conditions of employment shall be adhered to:

1. Parent conferences shall be scheduled by teachers or shall be scheduled only with the agreement and consent at a time that is agreeable to both parent and member.
2. Teachers shall not be required to make the State mandated telephone call to the parent(s) of absent students.

L. Professional Work Center

The professional work center shall be maintained in the building and located in an accessible area. A functional copy machine, a computer, work table and an adequate supply of materials will be available for use.

In a private area of the building there shall be a telephone for members' use.

M. Academic Freedom

Each teacher has the right to perform his/her professional responsibilities in the classroom in a way he/she believes will best encourage a broad and complete understanding by students of educational subject matter. Such right shall be exercised within the bounds of professional responsibility and the Board adopted educational philosophy and curricula.

N. Maintenance of Standards

All conditions of employment, including but not limited to working hours, extra compensation for duties outside regular working hours, relief periods, leaves, and general personnel practices, shall be maintained at not less than the highest minimum standards in effect at the time this Agreement is signed, provided that such conditions shall be improved for the benefit of teachers as required by the express provisions of this Agreement. This Agreement shall not be interpreted or applied to deprive teachers of advantages heretofore enjoyed unless otherwise expressly stated herein.

O. Extended Service/Professional Development

1. An extended service day is intended to be utilized for professional development purposes or to extend service to non-scheduled school days. Employees utilizing extended service days will be paid at their per diem rate, based on the teacher's annual salary for regular teaching duties.

Payment for extended days shall be made following the use of the extended service days and after submitting proper documentation verifying use of the day.

2. Extended Service Day Bank

- a. An Extended Service Days Bank will be made available for use by all teachers. The Extended Service Days Bank shall be no less than one hundred sixty (160) days.
- b. Each year, to be eligible for a day of extended time for home visits, a program instructor must make at least five (5) separate home visits with students who have been formally accepted to attend the Career Center. Instructors shall be eligible for one (1) Extended Service Day for the first five (5) students enrolled in their program for the following school year and then prorated 1/5 for each additional student. Up to a total of one-half of the available days in the Bank will be available for vocational program instructors for home visits during the summer. Home visits must be made during the time period of July 1st and prior to the start of the teachers' first workday and documentation verifying each student visit must be provided. If the Extended Service Days allocated for home visits are not used, they shall be returned to the Extended Days Pool by the start of the school year for use by any certified staff. The remainder of extended days shall be made available to all instructors who otherwise do not have extended time for use as recommended by the committee and approved by the Superintendent.
- c. Each teacher who is interested in using an extended day during the following school year shall make written application to the Extended Service Days Committee by April 1st of each year. The application shall specify the number of days being requested, the purpose for the day(s) and, with the exception of home visits, the proposed date or dates the day(s) will be utilized. Extended days are subject to the approval of the Superintendent with consideration of the guidelines and criteria developed by the Committee.

3. Abuse or Falsification

Abuse or falsification of extended service/time days including professional development days may result in discipline including possible termination.

4. Committee

- a. An Extended Service Days Committee composed of two (2) teachers, selected by AVTA, and one (1) administrator, selected by the Board, shall make recommendations to the Superintendent concerning the use of extended service days in the Extended Service Days Bank.
- b. The Committee shall:
 - 1) design and prepare guidelines for the use of these days,
 - 2) develop criteria for the review of requests,
 - 3) meet at mutually agreeable times during the workday,
 - 4) establish the maximum number of days per employee,
 - 5) recommend approval of days to the Superintendent by May 1st each year.
- c. In the event the requests for Bank days are less than the allocated number, the remaining days shall not be carried over and added to the next year's total.
- d. Additional days over the one hundred sixty (160) bank may be distributed upon request with the approval by the Superintendent.

P. Transportation of Students

- 1. A member shall not be required to use a personal vehicle to transport students for any school purpose.
- 2. In the event that a member uses a personal vehicle to transport a student for approved school related activities, and with the permission of the Principal, the Board shall provide non-ownership liability insurance to the member for bodily injury and property damage coverage up to \$1,000,000.00 combined single limit per the District's property/vehicle insurance policy.
- 3. Per the insurance policy, this insurance does not apply to injury caused as a result of intentional actions or liability assumed under any contract or agreement.
- 4. A copy of the District's automobile insurance policy shall be maintained in the Treasurer's Office.

Q. Local Professional Development Committee

1. Purpose

The LPDC shall be maintained with District-level scope to 1) oversee and review professional development plans for course work, continuing education units, and/or other equivalent activities, and 2) determine whether the course work that certificated/licensed personnel proposes to complete meets the requirements of the educator licensing rules.

2. Term of Office

The term of office for members serving on the committee shall be two (2) school years (July 1st through June 30th).

3. Committee Composition and Selection

- a. The committee shall be comprised of five (5) members as follows:

Three (3) teachers employed by the District.

One (1) Administrator employed by the District.

The Superintendent or his/her designee.

Whenever an administrator's certificate/licensure renewal is being discussed or voted upon, the Local Professional Development Committee shall, at the request of one of its administrative members, cause a majority of the committee to consist of administrative members.

- b. The three (3) teachers shall be selected by a majority vote of all teachers in the District and the administrator shall be selected by the Superintendent.
- c. In the event of a vacancy, the committee member shall be filled by majority vote of all teachers in the District, unless the vacancy occurs during the last sixty (60) days of a term in which case it will be filled by a teacher selected by the Association President. Any teacher selected or appointed to fill such a vacancy prior to the end of the expiration of a term for which the predecessor was elected shall hold office as a member for the remainder of that term.

4. Chairperson

The Chairperson and other officers shall be elected by majority vote of the LPDC.

5. Decision Making

Decisions shall be made by a majority vote of the committee members present and voting.

6. Training

- a. The LPDC will study all the issues involved in licensure. Relevant training is encouraged. In the event relevant training is offered by the State Department of Education, the committee members shall be given paid release time to attend such training if the training occurs during the regular school day.
- b. In the event specific funds for LPDCs are made available from the State, the committee shall have the discretion as to how best to utilize those funds.
- c. LPDC members shall be reimbursed for mileage, meals, lodging, parking and registration at District-approved rates to attend relevant training offered by the State Department of Education.

7. Meetings and Compensation

- a. The initial meeting shall be called by the Superintendent or his/her designee by September 10th each year. Additional meetings may be scheduled as necessary and posted.
- b. At the initial meeting, the LPDC shall review this Article and prepare rules for conducting its meetings.
- c. All meetings shall be held before or after regular school hours.
- d. Committee members shall receive a five hundred dollar (\$500.00) stipend for serving on the Committee. Said stipend shall be paid at the last pay of June.

8. Appeals Process

- a. Level One

- 1) Any teacher wishing to appeal the decision of the LPDC may petition the Appeals Committee in writing for review within seven (7) days of the LPDC's decision.
- 2) The Appeals Committee shall render its decision within fourteen (14) days of receipt of the appeal.
- 3) The Appeals Committee shall be comprised of the AVTA President, a teacher from the same discipline, and the Superintendent's designee.

b. Level Two

- 1) Any teacher wishing to appeal the decision of the Appeals Committee may petition the Board of Education Appeals Committee by filing a written appeal with the Treasurer for review within seven (7) days of the Appeals Committee decision. The Board of Education Committee shall consist of three (3) members of the Board of Education appointed by the Board.
 - 2) Upon receipt of an appeal from the Appeals Committee the Board of Education Committee shall render its decision within fourteen (14) days of receipt of the appeal.
 - 3) The Board of Education's decision shall be final.
9. The LPDC shall keep and retain records of its meetings, decisions, and recommendations.
 10. The LPDC shall not have authority to revise, change, delete, or modify any article/provision of this Collective Bargaining Agreement, except as is provided for by Ohio Revised Code 4117.10(C) or as provided by a term(s) of this Agreement.
 11. In the event of legislative action by the Ohio General Assembly that impacts in any way on this topic matter, the parties to the Master Agreement agree to reconvene bargaining to make the appropriate adjustments.

R. Labor Management Committee (LMC)

1. The Administration and the Association agree to establish a Labor Management Committee (LMC) that shall meet by the end of September of each year to discuss and determine agenda items, including training.
2. The LMC shall consist of no more than four (4) representatives from the Administration and the Association, which must also include a minimum of one (1) educational support person. The parties may mutually agree that additional persons may attend a specified session.
3. The LMC's main functions shall be: to communicate on all matters of mutual concern, to keep one another informed of changes and developments caused by conditions other than those covered by this contract, to maintain efficiency, and to resolve potential problems. It is recognized that all concerns should first be addressed at the lowest possible Administrative level and through the Association.
4. LMC meetings are intended to be informal. In an effort to maintain an atmosphere of free exchange of ideas and concerns, formal minutes shall not be kept; however, any agreements and/or recommendations reached shall be reduced to writing. Each month, the Administration will provide a written response to issues raised by the Association the preceding month, and the Association will provide a written response to issues raised by the Administration the preceding month.
5. There shall be a regularly scheduled monthly meeting of the LMC. Either party may request that the LMC meet to discuss matters of concern.

ARTICLE V

V. EDUCATIONAL SUPPORT PERSONNEL CONDITIONS

The normal workday shall be a maximum of eight (8) hours which shall include a minimum one-half (½) hour duty-free lunch period. The normal work week shall be a regularly scheduled five (5) day period.

A. Overtime Payment

An Educational Support Person who is scheduled by their supervisor(s) to work beyond the scheduled workday shall be granted compensatory time off or paid overtime in accordance with the following:

1. Work in excess of forty (40) hours in a normal work week, as defined above, shall be paid at one and one-half (1½) times the employee's hourly rate. The forty-hour total does not include vacation, sick leave, personal leave, holiday, or the duty-free lunch period.
2. Compensatory time off is granted by the educational support person's immediate supervisor on a time and one-half basis at a time mutually convenient to the employee and the supervisor within one hundred eighty days after the overtime is worked.
3. Work on Board of Education approved holidays shall be paid at two (2) times the employee's hourly rate. Any overtime must be pre-approved by the Superintendent.

B. Paid Holidays for Educational Support Personnel

1. All regular educational support personnel employed on a 260 day contract are entitled to the following holidays for which they shall be paid their regular rate of pay, provided each such employee accrued earnings on his next preceding and his next following scheduled work days before and after such holiday or was properly excused from attendance at work on either or both of these days:

New Year's day
Martin Luther King day
Good Friday
Memorial day
Independence day
Labor day
Thanksgiving day
Christmas Eve

Christmas day

2. All regular full-time educational support personnel employed on a 188, 190, or 200-day contract are entitled to the following holidays for which they shall be paid their regular rate of pay provided each such employee accrued earnings on his next preceding and his next following scheduled work days before and after such holiday or was properly excused from attendance at work on either or both of these days:

New Year's day

Martin Luther King day

Good Friday

Memorial day

Labor day

Thanksgiving day

Christmas day

3. All regular full-time educational support personnel employed less than nine months shall be entitled to a minimum of those holidays enumerated above which fall during the employee's time of employment.

C. Vacation for Educational Support Personnel

1. Each full-time educational support personnel after service of one (1) year with the Board shall be entitled, during each year thereafter, while continuing in the employ of the Board, to vacation leave with full pay for a minimum of two (2) calendar weeks, excluding legal holidays.
2. Full-time educational support personnel with less than one (1) year of service shall be allowed, while continuing in the employ of the Board, to take vacation time in their first year as long as they have enough vacation time accrued to meet the request.
3. Full-time educational support personnel continuing in the employ of the Board for eight (8) or more years of completed service shall be entitled to vacation leave with pay for a minimum of three (3) calendar weeks, excluding legal holidays.
4. Full-time educational support personnel continuing in the employ of the Board after fifteen (15) years of service, shall be entitled to an additional vacation day for each additional year of service each year until they get to twenty (20) years of service. Twenty (20) days is the maximum vacation for full-time classified staff.

5. Upon separation from employment a full-time educational support personnel shall be entitled to compensation at their current rate of pay for all lawfully accrued and unused vacation leave to his credit at the time of separation, not to exceed the vacation leave accrued to his credit for the two (2) years immediately preceding his separation and the prorated portion of his earned but unused vacation leave for the current year.
6. In the case of the death of a full-time educational support personnel, such accrued and unused vacation leave and prorated portion for the current year shall be paid in accordance with section 2113.04 of the Revised Code, to his estate.
7. For purposes of this section, a full-time educational support person is a person who is in the service for not less than eleven (11) months in each calendar year.
8. Eligible educational support personnel shall arrange approval for vacations through their immediate supervisor. Requests for vacation shall be submitted to the employee's immediate supervisor at least fifteen (15) days prior to the vacation. However, prior notice may be waived by the immediate supervisor. The immediate supervisor may deny requests which specify time off during the peak work period for that department or conflict with previously scheduled vacation requests. In such cases, the employee will be asked to arrange vacation at some other time during the year.
9. If an educational support person takes a vacation during a period when a holiday identified in this Agreement falls on a scheduled work day, that holiday is not chargeable against the employee's vacation days. Five (5) work days constitute one (1) weeks' vacation.

D. Hiring, Vacancies and Transfers of Educational Support Personnel

1. Hiring

- a. All hiring of educational support personnel for the District shall be by the Board upon the recommendation of the Superintendent.
- b. Current educational support personnel interested in new or vacant positions may request consideration for such positions in writing to the Superintendent within fourteen (14) days of the posting date.

2. Vacancies

- a. A vacant position exists when the Board determines it is necessary to fill a position. A vacancy may occur for any of the following reasons:
 - An employee's leaving employment as a result of a termination, resignation, retirement, or death.
 - An employee's transfer to another position.
 - The creation of a new bargaining unit position.
- b. All vacancies and newly created positions within the classification of the bargaining unit shall be posted for fourteen (14) days prior to filling the position. Said postings will be in the form of "Notices of Vacancy" and be posted on the District's website and emailed to all employees.
- c. Notices of vacancy will set forth the classification, performance expectations, qualifications, conditions of employment, location, last day to apply and procedure for making application for the new or vacant position.

3. Transfers

- a. A transfer shall be defined as a change in position within a specific classification or a change from one classification to another.
- b. A voluntary transfer shall be defined as an employee initiated request to transfer. Employees shall have fourteen (14) days after the posting date of a vacancy to request a voluntary transfer by submitting an application for the new or vacant position.
- c. Every effort shall be made to avoid involuntary transfers by utilizing the voluntary transfer procedure. If the Superintendent directs an involuntary transfer, a thirty (30) day written notice shall be given to the involved staff member preceding the effective day of said involuntary transfer. No member shall be involuntarily transferred without just cause.

When involuntary transfers are necessary due to staffing need, an employee's area(s) of qualification, experience, and length of continuous service will be used to determine if a member is transferred, (least service-first transferred).

Involuntary transfers shall only take place if a bargaining unit member is qualified and adequately trained. Upon notification of an involuntary transfer, bargaining unit members shall be granted a meeting with the Superintendent or designee within seven (7) days of a written request to explain the circumstances of the transfer. If requested, those being involuntarily transferred shall be afforded representation for the meeting and provided, in writing, with the District's reasoning for the transfer in advance.

ARTICLE VI

VI. LEAVE PROVISION

A. Sick Leave Policy

A bargaining unit member may be absent from duty for short periods of illness without requesting leaves of absence. The employee must notify the Principal of the absence so that substitute service can be properly arranged.

B. Sick Leave

1. Each member will receive fifteen (15) days sick leave per year at the rate of one and one-fourth ($1\frac{1}{4}$) days for each month of service under contract, twelve (12) months per year. Members who work less than full-time will receive full sick leave credit at the proportional rate of their employment.
2. New members and returning members who have exhausted their accumulated sick leave days shall be advanced (as needed) up to fifteen (15) days of sick leave. Said advancement will be repaid at the rate of one and one-fourth ($1\frac{1}{4}$) days per month until the advancement has been fully reimbursed. Should a member leave the employment of the Board prior to repaying the advancement, a per diem amount will be deducted from the final pay of said member for the number of days owed.

The Board will continue to pay the premiums for all insurance benefits called for by this Agreement for any member who has exhausted his/her sick leave accumulation and advance as agreed to in this section and who remains under active contract status with the Board.

3. The cumulative number of days of sick leave a member may accrue shall be two hundred eighty (280) days.
4. Member(s) transferring to the employment of the Board from other public school(s) or public employment in Ohio shall be permitted to transfer accrued sick leave up to two hundred eighty (280) days.
5. Members may use sick leave, upon approval of the administration for absence due to illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and for illness, injury, or death in the member's immediate family.
6. Regarding illness or injury, the member's immediate family shall include: spouse, children (including step), parents (including step), siblings (including step), in-laws (including step), legal guardians and foster

children. Regarding death, the member's immediate family shall include: spouse, children (including step), parents (including step), siblings (including step), in-laws (including step), aunts, uncles, nieces, nephews, grandparents, grandchildren regardless of residence, legal guardians and foster children.

7. The Board may require a member to furnish a written, signed statement to justify the use of sick leave.

If medical attention is required, the statement shall list the name and address of the attending physician and the dates when he/she was consulted. Nothing in this section shall be construed to waive the physician-patient privilege provided by Section 2317.02 of the Ohio Revised Code.

8. A maximum of three (3) unused personal leave days may, at the option of the member, be used as sick leave days by informing the Superintendent's Office by written request, of the desire of the member to do so. The three (3) days are all unrestricted except before and after holidays and should remain as such. All other provisions of personal leave will remain as the same.

C. Sick Leave Transfer Program

1. The Sick Leave Transfer Program is designed to assist members who experience a serious accident or major illness for which they do not have adequate sick leave as provided under Article VI, Section B. A committee shall be set up of two (2) Board representatives designated by the Superintendent and two (2) Association representatives designated by the Association President in order to set up a procedure for the operation of this donation.
2. To be eligible a member must have used all available sick leave. The amount of sick leave awarded per person per year under this program shall not exceed thirty (30) days or the number of days remaining in that current school year, whichever is less.
3. Emergency sick leave shall be approved for all members who have:
 - a. exhausted all available sick leave;
 - b. submitted an application to the Treasurer's Office; (**Appendix P**)
 - c. presented a physician's certificate indicating a single illness or injury due to an accident of the member or the member's immediate family will last, or exceed 20 consecutive days, that the member is

unable to perform all contractual duties (a second opinion may be required), and if possible specify the period of time that will be necessary for recovery. Regarding the Sick Leave Transfer Program, the member's immediate family shall be defined as spouse, children, stepchildren and/or foster children.

4. The sick leave transfer pool is formed from the contribution of up to five (5) day(s) per year of accumulated sick leave from each member who wishes to voluntarily participate. The pool will not exceed one-hundred (100) days at any one time. Unused days in the sick leave pool shall be carried over to the next school year. Once a day has been transferred to the pool, it cannot be withdrawn. (**Appendix P**)
5. Members are not eligible to be granted sick leave transfer days if:
 - a. it is routine maternity;
 - b. the specific injury or illness is not 20 consecutive days or more;
 - c. they are approved for STRS/SERS disability.

D. Personal Leave

Personal leave requests shall be submitted seven (7) days in advance of the requested leave through the Employee Access Center. In the case of an emergency which prohibits the request to be submitted through the Employee Access Center, verbal requests for personal leave, if presented to the Principal/Supervisor shall be granted. Verbal requests for personal leave shall be submitted through Employee Access Center immediately upon return from the absence.

Three (3) days of personal leave shall be unrestricted as to reason except as specified below. The number of teachers on personal leave at the same time shall be limited to three (3) and the number of educational support personnel on personal leave at the same time shall be limited to two (2) in the same classification.

Other absences without pay not covered by these rules and regulations may be authorized by the Superintendent.

Absences not acceptable for paid leave will include:

1. Leave the day before or after a holiday or during examination time.
2. Leave during the last fifteen (15) school days of the school year unless such leave is requested and approved for one of the following reasons and is supported by appropriate written documentation:

- a. Medical
- b. Legal
- c. Religious
- d. Graduation
- e. Honors convocation
- f. Real estate transaction
- g. Moving
- h. Death of a close friend
- i. Participation in a wedding
- j. Educational requirements
- k. Necessary personal or family business
- l. Emergency

E. Perfect Attendance Incentive

- 1. In each school year, and upon submission of a written request by the member to the Treasurer no later than June 30th of each year, the Board will pay \$95.00 for each unused personal leave day
- 2. Unused Sick Leave
 - a. In each school year that a member does not use any sick days, the member will receive Two Hundred and Eight Five Dollars (\$285.00).
 - b. If only one (1) sick day is used in the school year, then the member shall receive One Hundred and Ninety Dollars (\$190.00).
 - c. If only two (2) sick days are used in the school year, then the member shall receive Ninety-Five Dollars (\$95.00).
- 3. Payments made under this provision shall be included in the second (2nd) pay in July of each school year, and shall be made upon the member's submission of a written request to the Treasurer no later than June 30th of each year.
- 4. Educational Support Personnel who are employed on twelve-month contracts shall be eligible for the above bonus plus an additional bonus of \$100 if, in addition to perfect attendance during the school year, no personal days or sick leave days are used during the summer (regular scheduled work days after the last and before the first student day). Payment of this additional bonus shall be included in the second (2nd) pay in September.

5. Professional Leave, Jury Duty and Vacation Leave shall be treated the same as a "regular day worked" for the Perfect Attendance Incentive only.

F. Absence on School Business

Permission may be granted, by the Superintendent, to personnel to visit other schools or attend to school.

G. Leave of Absence

1. Upon written request, a member shall be granted a leave of absence without pay for illness or other disability and may be granted such leave for educational, professional, or other purposes. Such leave shall be a maximum of one (1) year. Upon subsequent request, such leave may be renewed. At least forty-five (45) days prior to the expiration of the leave the Superintendent may request the member to indicate their intent by written notification.
2. A written letter of application must be made to the Superintendent at least forty-five (45) days prior to the effective date of the leave. This requirement will be waived in cases of emergency.
3. Members of the bargaining unit who take any leave under this section shall be eligible to continue in Board-provided insurance plans up to a period of twelve (12) months by paying the regular premiums to the Treasurer prior to the due date.
4. At the expiration of the approved leave, the member shall resume the contract status which he/she held prior to such leave. The returning staff member shall be granted his/her position held prior to the leave, if the approved leave did not exceed one (1) year and the position is still in existence. If the said position has been abolished, the returning staff member shall be appointed to an equivalent certificated position for which he/she is certified to teach, or in the event of a bargaining unit educational support staff personnel, an equivalent position for which he/she is qualified. This shall be done in accordance with seniority.
5. Unrequested leaves of absence for reasons of illness or other disability may be granted and shall be in accordance with Ohio Revised Code 3319.13, 3319.16, and 3319.161.
6. Sick leave shall not accrue during times of unpaid leave status.

H. Maternity/Paternity Leave

1. Leave Privileges

In addition to the provisions of sick leave provided in Section A, a member who is about to become the parent of a newborn, or who is the parent of an infant under one (1) year of age, or who is an adoptive parent, shall, upon request, be granted a leave of absence without pay for maternity/paternity reasons. Such leave shall begin at a time between the onset of pregnancy and the delivery of the child, or if adoption, receipt of custody, and to continue up to one (1) year after the child is born or custody is received. This leave period may be renewed upon application for extension.

If the member so elects, a maternity/paternity leave may begin when the sick leave expires or is terminated, if applicable.

2. Application for Maternity/Paternity Leave

Applications for maternity/paternity leave shall state in writing:

- a. Expected date of birth or custody
- b. Date requested leave is to commence
- c. Date member expects to return to service
- d. Name of physician or adoption official

3. Time Period for Filing Application

Application for maternity/paternity leave should be made forty-five (45) days, if possible, but not less than thirty (30) days, prior to the requested beginning of maternity/paternity leave or extension of same. The application time period will be waived for adoption and other emergency situations.

At least forty-five (45) days prior to the expiration of leave, written notification of the intentions of the member on leave could be requested by the Superintendent.

4. Benefits While on Leave

Sick leave shall accrue during maternity/paternity leave if using sick leave.

Members on maternity/paternity leave may continue to participate in employee Board-paid group benefits provided they furnish the Treasurer with the necessary premium payments in advance of when they are due.

5. Reinstatement

Upon return from approved maternity/paternity leave, at the time specified in the application, the member shall be entitled to reinstatement to the same position which he/she held prior to the leave if the leave did not extend beyond one (1) consecutive school year and the position is still in existence. If the said position has been abolished, the returning teacher shall be appointed to an equivalent certificated position for which he/she is certified to teach or, in the event of educational support staff personnel, an equivalent position for which he/she is qualified. This shall be done in accordance with seniority.

ARTICLE VII

VII. PROFESSIONAL GROWTH

A. Professional Growth

The Board recognizes that the impact members have on students can be greatly increased through member growth opportunities outside the classroom.

The Superintendent shall offer the staff opportunities in areas such as the following:

1. Released time and leaves of absence for travel and study.
2. Visits to other classrooms and schools.
3. Participation in professional conferences.
4. Training in classes and workshops.
5. Further training in colleges and universities.

The administrative staff will be responsible for rules and regulations concerning the above.

B. Attendance at Professional Meetings

The Superintendent may recommend employees to attend professional meetings which, in his judgment, will prove beneficial.

C. In-Service

The membership will be given the opportunity to offer suggestions to the administration for programs for in-service days which are a part of the regular school calendar or other non-scheduled in-service days. When committees are formed to work on in-service programs, member representation to the committee(s) will be secured through the Association President.

D. CDL Bus Endorsements / Commercial Pesticide License

CDL bus endorsement training and commercial pesticide license training will be supported by the district at 100% of the cost for members who receive prior approval by the Superintendent, based upon need. Recertification costs will also be reimbursed at 100% upon completion.

E. Tuition Reimbursement For Teachers

1. The Board shall appropriate \$20,000 per year for the purpose of tuition reimbursement.
2. These funds will be distributed to teachers and to teachers on a temporary license taking courses from an accredited institution in the area of the teacher's certification(s) or related area, or for advanced educational degrees or certificates or for Resident Educator courses. In order to receive tuition reimbursement, a grade of "B" or higher must be received, or if no grades are offered, a designation of satisfactory must be received.
3. The monies will be divided among teachers who successfully complete courses at accredited colleges and universities based on a semester credit hour prorated amount ($1\frac{1}{2}$ quarter hours = 1 semester hour) during the time period August 1st - July 31st of each year. A teacher who earns college credit shall be reimbursed to a maximum of five hundred dollars (\$500.00) per semester hour (tuition only) or a maximum of three hundred fifty dollars (\$350.00) per quarter hour (tuition only). A maximum of twelve (12) semester hours or eighteen (18) quarter hours will be reimbursed per teacher. Hours reimbursed must reflect an out-of-pocket expense to the teacher. An "Application for Reimbursement for College Credit" must be submitted and approved by the LPDC.
4. In order to receive reimbursement teachers shall submit a grade transcript or documentation indicating successful completion and written receipts for appropriate expenditures to the Treasurer by October 1st.
5. Teachers will receive no more than costs of such courses taken during the aforementioned time period which shall include costs for tuition required. If there is no tuition charge, costs for fees, required books and/or materials will be prorated on a ratio of \$500 per semester hour.
6. Teachers will be reimbursed for their classes on or before October 31st of each school year.
7. A report of the usage of tuition reimbursement shall be given to the AVTA President by December 1st of each year.

ARTICLE VIII

VIII. SALARY AND FRINGE BENEFITS

A. Teacher Salary Schedule

1. The Board respects the concept of a single salary schedule, whereby equal training and experience regardless of area or subject taught, or sex of the teacher.
2. The salary schedule is understood to represent the appropriate compensation that each member of the bargaining unit shall be entitled to for performing responsibilities that are within the scope of that unit definition. Placement on the schedule shall be in accordance with the Ohio Revised Code. Said members shall not be required to perform such services for more than one hundred eighty-three (183) days in any school year and such days shall be in accordance with the Board adopted school calendar. Each work day shall not exceed seven hours. Should a member be required and agree to work more than seven (7) hours in any day and/or, one hundred eighty-three (183) days in any year and such work is not included in the supplemental pay schedule, said member will be paid additional compensation in the amount of the member's regular salary per day rate (salary/183) divided by seven (7 hours per day) times the additional hours worked.
3. Satellite teachers shall be paid their per diem rate for any days that exceed one hundred eighty-three (183) contracted days and in accordance with Article IV, Section I.

B. Teacher Salary

The BA Base salary will be as follows:

1. Effective August 1, 2021– July 31, 2022, the base salary shall be thirty-seven thousand seven-hundred and fourteen dollars (\$37,714).
2. Effective August 1, 2022 – July 31, 2023, the base salary shall be thirty-eight thousand eight hundred and forty-five dollars (\$38,845).
3. Effective August 1, 2023 – July 31, 2024, the base salary shall be forty thousand and eleven dollars (\$40,011).
4. The Base salary (Category I - Step 0) shall be applied to the index agreed upon in **Appendix T**.

5. Salary Index - See **Appendix T**.
6. Salary Schedule 2022 – 2024 See **Appendices U, V, and W**.

C. Payment of Salary - Teachers

The first installment of each teacher's salary shall begin with the first payroll in September of each school year.

However, any newly hired teacher, in their first contract year only, shall be given the option to have their annual salary paid in twenty-five (25) installments. Should the newly hired teacher select this option in their first year, it is understood that their first installment of salary would begin with the last pay in August of that year. It is further understood, in the second contract year and thereafter of any newly hired teacher that selected this option, the annual salary shall be paid in twenty-four (24) installments with the first installment to begin in September of that school year.

D. Index Attached

Index for 2020-2021 is in **Appendix T**. This index will remain in effect the length of the contract.

E. Supplemental Salaries

1. Any teacher performing at least four (4) activities listed in the supplemental pay schedule will be compensated according to the Supplemental Salary Schedule. Contract(s) shall be approved within sixty (60) days of the beginning of the school year of the effective date of the contract (i.e., in October 2017 for the 2017-2018 school year).
2. Individual members will be compensated based on completion of organizational activities. Movement upon the Schedule Steps below will be based upon individual members completing at least four activities of those listed or equivalent activity.
3. Between negotiation times, additional activities and their supplemental salary may be added to this schedule by mutual consent of the Association and the Board.
4. Teachers shall not be required to accept a supplemental responsibility(ies) and the execution of an appropriate contract.
5. Period of assignment of additional duty shall appear on the supplemental contract as well as the compensation and payment plan.

6. Supplemental Salary Schedule (Index number to be applied to the BA - Step 0 amount).

SUPPLEMENTAL ORGANIZATION

	STEP 1	STEP 2	STEP 3
	#NUMBER OF ACTIVITIES		
<u>ORGANIZATION</u>	<u>4-7</u>	<u>8-11</u>	<u>12 or more</u>
Family Career & Community Leaders Of America	.015	.025	.030
Skills USA*	.015	.025	.030
Health Occupation Students of America (HOSA)	.015	.025	.030
FFA	.015	.025	.030
Student Leadership (Interact) Advisor	.015	.025	.030
<u>PROJECT COORDINATOR SUPPLEMENTALS</u>			

*The number of General Skills USA Lead Advisors is limited to no more than three (3) bargaining unit members.

Summer Camp Certified Instructor \$1,000

7. **Appendix EE** contains a compilation of activities from the various Career Technical Student Organizations. The member should submit documentation of activities to his/her Supervisor for qualification of advancement on the step index. The Documentation Guidelines are found in **Appendix FF**. Format for meeting minutes are found in **Appendix GG**.
8. The Board agrees to pay ANY Teacher who possesses a Certified Weld Inspectors License/Certification Forty Dollars (\$40.00) for each graded welding sample for Secondary and adult education ACWHCC.
 - a. Teachers will be compensated for graded samples of non-assigned ACWHCC students; and there will be no compensation for performing this work for students who are enrolled in the teacher's program.
 - b. All such work must be done outside the teacher's contracted school day.

- c. A time sheet is required to be filled out and signed for each graded sample prior to receiving compensation. Must include student name, program, date of sample, type of sample, and pass/fair indication.

F. Educational Support Personnel Salary Schedules

1. The hourly rate schedule and index for educational support personnel from August 1, 2021 through July 31, 2024 shall be found in **Appendix X** thru **Appendix CC**.
2. All Education Support Personnel shall receive base increase of 3% for the 2021-2022 school year, 3% for the 2022-2023 school and 3% for the 2023-2024 school year.
3. In addition to the percentage base increases, all non-maintenance Education Support Personnel shall receive base increases of \$1 for the 2021-2022 school year and \$.50 each for the 2022-2023 and 2023-2024 school years and maintenance staff shall receive \$2 in 2021-2022 and \$1 each for the 2022-2023 and 2023-2024 school year.

G. Payment of Salary - Educational Support Personnel

The annual salary of educational support personnel shall be paid in twenty-four (24) installments.

Any newly hired educational support personnel, in their first contracted year only, shall be given the option to have their annual salary paid in twenty-five (25) installments. Should the newly hired educational support personnel select this option in their first year, it is understood that in the second contract year and thereafter, the annual salary shall be paid in twenty-four (24) installments starting in August and each year thereafter.

H. Insurance Program

1. The Board shall provide medical, prescription drug, dental, and vision benefits through a carrier licensed by the State of Ohio for each member and their dependents that enroll. Should the Board select a different benefit provider, coverage must meet or exceed the specifications of the medical, prescription drug, dental, and vision benefits plans currently offered. All plan details shall be made available to bargaining unit members through the shared ACWHCC Google benefits drive.
 - a. The Board shall maintain the current insurance plan for all bargaining unit members that are employed by the District as of June 30, 2018.

- b. For new employees hired after June 30, 2018, bargaining unit members shall have two (2) insurance plans to choose from as follows:
 - i. \$1,500 Alternative Plan
 - ii. \$3,000 H.S.A. Plan
- 2. The Board shall pay eighty-five percent (85%) of all individual, individual plus one or family benefit premium and the Employee shall pay fifteen percent (15%).

Employees shall have the Wellness Incentive Options that are set forth in **Appendix JJ** which will allow them to decrease their contributions by two percent (2%) by earning wellness credits (for the \$250 Deductible Plan and/or \$1,500 Deductible Plan). If the employee has chosen the \$3,000 H.S.A. plan, earning wellness credits earns the employee a greater contribution to the employee's H.S.A. account.

The Board shall implement a Section 125 Premium Only plan.

3. Underwriting Guidelines

a. Eligibility Window

The enrollment provisions of each member's plan of benefits must limit enrollment to occur within 31 days of the initial eligibility date.

In case of birth or adoption, enrollment must occur within 90 days of the initial eligibility date.

b. Late Entrants

If an Employee or dependent fails to enroll within thirty-one (31) days of becoming eligible, he or she will not be eligible for coverage unless he or she is a special enrollee under HIPAA requirements, or unless it is during the open enrollment period. In the event that an Eligible Employee or Eligible Dependent does not enroll within 31 days of the date of eligibility, he or she may complete enrollment during the annual open enrollment period (which is the month of May of any year) and coverage will be effective on the following July 1st.

A person is eligible to enroll in the Plan if (1) the employee's or dependent's Medicaid or CHIP coverage is terminated as a result of

loss of eligibility and the employee requests coverage under the plan within 60 days after the termination, or (2) the employee or dependent become eligible for a premium assistance subsidy under Medicaid or CHIP, and the employee requests coverage under the plan within 60 days. Such coverage will be effective on the day following the date coverage is lost under Medicaid or CHIP.

c. Change in Family Status

Changes in family status for which a benefit election change may be permitted include the marriage or divorce of the Eligible Employee; the death of an Eligible Employee's spouse or an Eligible Dependent; the birth or adoption of a child of the Eligible Employee; the termination of employment (or the commencement of employment) of the Eligible Employee's spouse; the switching from part-time to full-time employment status or from full-time to part-time status by the Eligible Employee or the Eligible Employee's spouse; or the taking of an unpaid leave of absence by the Eligible Employee or Eligible Employee's spouse. Election changes are also permitted where there has been a significant change in the health coverage of the Eligible Employee, spouse, or ex-spouse attributable to the spouse's or ex-spouse's employment. Benefit election changes are consistent with family status changes only if the election changes are necessary or appropriate as a result of the family status change.

d. Plan Maximums

See Schedule of Comprehensive Benefits – **Appendix II.**

e. Participation Requirements

Employees working fewer than 30 hours per week shall not be eligible for coverage under the plan of benefits.

4. Term Life Insurance

The Board shall provide each member with a term life insurance policy providing for 1) a death benefit of fifty thousand dollars (\$50,000.00) and 2) an additional benefit of fifty thousand dollars (\$50,000.00) based upon accidental death and dismemberment coverage. Such insurance shall be purchased through a carrier licensed by the State of Ohio and shall be at no cost to the member

5. General Provisions (Copies may be provided electronically through the Board website.)

a. Copies of Benefit Contract

The Board shall provide the Association President with one (1) copy of each signed contract entered into between the Board and Insurance Company(ies) which provides the benefits(s) specified in this Agreement. Copies of existing contract(s) shall be provided to the Association within twenty-four (24) hours of ratification of this Agreement by both parties. Copies of contracts subsequently entered into by the Board shall be provided to the Association within one (1) week after they are received by the Board.

b. Copies of Benefit Descriptions

Within thirty (30) days of the effective date of this Agreement, the Board shall provide each member with a written description, prepared by the carrier, of each insurance plan provided by this Agreement.

c. Benefit Description for New Members

A member employed after the effective date of this Agreement shall be provided, at the time of employment, with a written description prepared by the carrier, of each insurance plan that provides benefits specified by this Agreement.

d. Copies of Improvements in Existing Benefits

Within thirty (30) days of the effective date of any improvement(s) in an insurance plan provided by this Agreement, each member shall receive a written description prepared by the carrier, of the improved plan.

I. Mileage

Mileage will be paid at the maximum allowed by the Internal Revenue Service, in performance of authorized Board business.

J. Overnight Assignments

When a member has been assigned by the administration as a part of their regular teaching duties to take part in an overnight trip as required by the Vocational Student Organization activities, that member shall receive one hundred dollars

(\$100) per night in addition to the member's regular salary. The necessity for the overnight assignment shall be determined and preapproved by the secondary principal.

K. Severance Pay

All members employed by the Board who retire from regular employment shall receive one (1) severance payment which shall be considered a retirement stipend and shall be limited to fifty percent (50%) of the members total accumulated sick leave balance at the time of retirement, to a maximum of sixty-five (65) days. However, a member may be eligible for additional days in accordance with Article III. S. The payment shall be calculated based upon the member's daily rate of pay during his/her final year of teaching for teachers, or final year of work for educational support personnel, conditioned upon the member actually making application and accepting retirement from the State Teachers Retirement System or the School Employees Retirement System, and receiving benefits therefrom, and further conditioned upon the fact that the member accepts this stipend in lieu of all accumulated sick leave benefits of record. Payment will be made within (30) days of submission of a STRS/SERS Retirement Acceptance Letter and/or a copy of a retirement check or direct deposit receipt from the retiree.

L. Payroll Deductions

Payroll deductions available for those who wish to enroll in tax sheltered annuities (TSAs).

M. STRS/SERS Pick-up

The Board agrees to the "Pick-Up" system (non-pay 10.0% SERS, non-pay 14% STRS) of contributions to the State Teachers Retirement System or the School Employees Retirement System, whichever is applicable.

1. The Board shall compute and remit all applicable contributions to STRS/SERS based upon annual salary and/or earned compensation which includes the amount of the "pick-up" computed herein.
2. For IRS purposes only, annual compensation listed on the W-2 form shall be the bargaining unit member's annual compensation reduced by 10.0 % and 14% respectively.

N. Teacher Salary Schedule Placement Related to Training

Placement on the salary schedule for training will be as follows:

1. B.A. Column	-	Meeting minimum requirements of State Department of Education for a temporary, provisional or alternative resident educator career technical workforce development license; or a B.A. degree with a temporary, provisional or alternate resident educator career technical workforce development license; or a B.A. degree with resident educator license; or a Five Year Professional Career Technical License.
2. 135 Hrs. (B.A. + 10)	-	No college degree with a Five (5) Year Professional Career Technical license and completion of at least ten (10) semester hours of additional training from an accredited college or university after receiving the initial Five (5) Year Professional Career Technical License, or other related vocational course work taken at other than a college or university after initial placement on the B.A. column; or B.A. degree with at least 135 college level semester credits from an accredited college or university after initial placement on the B.A. column.
3. 150 Hrs. (B.A. + 25)	-	No college degree with a Five (5) Year Professional Career Technical license and completion of at least twenty-five (25) semester hours from an accredited college or university after receiving the initial Five (5) year Professional Career Technical License, or other related vocational course work taken at other than a college or university after initial placement on the B.A. column; or B.A. degree with at least 150 college level semester credits from an accredited college or university after initial placement on the B.A. column.
4. 175 Hrs. (B.A. + 50)	-	No college degree with a Five (5) Year Professional Career Technical license and completion of at least fifty (50) semester hours from an accredited college or university after receiving the initial Five (5) Year Professional Career Technical license, or other related vocational course work taken at other than a college or university after initial placement on the B.A. column; or B.A. degree with at least 175 college level semester credits from an accredited college or university after initial placement on the B.A. column.
5. M.A. Column	-	M.A. degree; or B.A. degree (if earned after obtaining a Five (5) Year Professional Career Technical license).
6. M.A. + 10 Column	-	M.A. degree with at least ten (10) semester hours of additional training from an accredited college or university after placement on the M.A. column has been achieved; or B.A. degree (if earned after obtaining a Five (5) year Professional Career Technical license) with at least ten (10) semester hours of additional training from an accredited college or university, or other approved vocational related courses taken at other than a college or university after placement on the M.A. column has been achieved.

7. M.A. + 20 Column	-	M.A. degree with at least twenty (20) semester hours of additional training from an accredited college or university after placement on the M.A. column has been achieved; or B.A. degree (if earned after obtaining a Five (5) Year Professional Career Technical license) with at least twenty (20) semester hours of additional training from an accredited college or university, or other approved vocational related courses taken at other than a college or university after placement on the M.A. column has been achieved.
8. M.A. +30 Column	-	M.A. degree with at least thirty (30) semester hours of additional training from an accredited college or university after placement on the M.A. column has been achieved; or B.A. degree (if earned after obtaining a Five (5) Year Professional Career Technical license) with at least thirty (30) semester hours of additional training from an accredited college or university, or other approved vocational related courses taken at other than a college or university after placement on the M.A. column has been achieved.
9. M.A. +40 Column	-	M.A. degree with at least forty (40) semester hours of additional training from an accredited college or university after placement on the M.A. column has been achieved; or B.A. degree (if earned after obtaining a Five (5) Year Professional Career Technical license) with at least forty (40) semester hours of additional training from an accredited college or university, or other approved vocational related courses taken at other than a college or university after placement on the M.A. column has been achieved.

O. Experience Credit on Salary Schedule (Teachers)

1. Teachers will receive full credit for all teaching experience and military experience as specified in the Ohio Revised Code, or other employment experience related to the area for which he/she has been hired to a maximum of ten (10) years. However, the Superintendent may in his/her discretion exceed the maximum teaching experience specified in the Ohio Revised Code.
2. A "year of experience" shall be one hundred twenty (120) or more days of employment as a teacher within any school year or two hundred (200) or more days of employment in a work related area within any calendar year.

P. Salary Reclassification (Teachers)

Salary changes due to graduate or undergraduate credit hours, or other approved vocational related courses from other than a college or university obtained by each teacher during the spring and summer shall be made upon the submission of a transcript and written request to the Treasurer by October 15th of that year and any increase in pay shall be retroactive to the first day of the contract of that year.

Salary changes for graduate or undergraduate credit hours, or other approved vocational related courses from other than a college or university obtained by each teacher during the fall and winter shall be made upon the submission of a transcript and a written request to the Treasurer by March 1st of that year. Any increase in pay shall be retroactive to January 1st of that year.

Q. Representation

Each member of the bargaining unit shall have the right to Association representation when a meeting or conference is held with management when the purpose of the meeting or conference is related to a provision of the Agreement, other terms and conditions of employment, or has disciplinary ramifications.

R. OX Agreement - Vocational Teachers

Supplemental contracts for assigned instructional time of (300) or more minutes daily.

Vocational teachers assigned to teach two full laboratory periods (a.m. and p.m.) of at least 150 minutes each will receive extra compensation in the first pay in November.

- The vocational teacher would receive compensation in a supplemental contract for the following:

<u>Student Numbers</u>	<u>Stipend</u>
10-18	\$1,500.00
19-20	2,000.00
21-22	2,500.00
23-24	3,000.00
25+	3,500.00

The stipend shall be based upon the number of students during the first full week of October. This stipend shall be paid evenly from the first pay in November through the remaining pays of the contract year.

Vocational teachers with combined labs (juniors and seniors) due to insufficient enrollment to operate separate labs may request in writing to the Superintendent by April 1st to be placed in the separate lab format for the next school year. The written request from the vocational teacher must specify that enrollment for the next school year will meet and/or exceed the guidelines stated above by the first day of school in the next school year.

The guidelines as specified above will be followed for the vocational teacher from the first day of school until the first full week of October for supplemental contract compensation consideration.

This supplemental contract/compensation is provided in lieu of the vocational teacher receiving the full conference period each day.

It is the intent of the Board to implement this section through staff attrition and/or expanded enrollment in vocational programs as they meet the guidelines as stated above. The Board shall not utilize Reduction in Force (RIF) to implement this section.

S. Enrollment Incentive

Because the recruitment and retention of students is a school wide effort, the following incentive shall be applied to all bargaining unit member:

Year 2022-2024	ACWHCC Oct. Building Enrollment	November Payment	ACWHCC Feb Building Enrollment	March Payment
Certified	400	\$300	400	\$300
ESP	400	\$150	400	\$150

Eligibility for the incentive payment(s) will be determined twice annually based on student enrollment as of the first Wednesday of October and the first Wednesday of February of each school year. If the incentive is met in October, each bargaining

unit member will receive one half (½) the incentive amount. Furthermore, if the incentive is met in February, each bargaining unit member will receive one half (½) the amount.

Incentive payments will be made with the first pay in November and the first pay in March to those eligible.

T. Employment of Retirees

While the Board is under no obligation to employ any retired person to fill a bargaining unit position and the parties agree that there is no expectation of continued employment or re-employment when a bargaining unit member resigns for purposes of service retirement from the employment of the Board, the Board reserves the right to employ individuals in bargaining unit positions who have retired to STRS or SERS on the following basis:

1. A retiree shall receive a one-year limited contract, which shall expire automatically at the end of the stated term. No notice of non-renewal or Board action is required. Continuation of the employment of a retiree through offering new one-year limited contracts, which automatically expire, shall be at the election of the Board and upon recommendation of the Superintendent. The requirements of Article III, Section H and J regarding limited contracts and non-renewals shall not apply to retiree limited contracts. Likewise, a retiree is not eligible for a continuing contract, regardless of years of employment with the Board. The parties specifically waive all rights for such employees provided under O.R.C. Sections 3319.081, 3319.083, 3319.11 and 3319.111.
2. Upon re-employment, a retired bargaining unit member shall be placed on the salary schedule at CAT 4, Step 10 for teachers and Step 10 of the appropriate salary schedule for the employee's classification for educational support personnel. If such retiree is granted a second one-year limited contract, he/she shall then be placed on the salary schedule at CAT 4, Step 10 for teachers and the Step 10 of the education support personnel salary schedule. If such retiree is granted additional one-year limited contracts after the second such contract, he/she shall continue to be placed (locked-in without future increases) at this level. This provision and such salary and individual employment contract with the reemployed bargaining unit member expressly supersedes O.R.C. Sections 3319.081, 3319.082, 3317.13 and 3317.14, and all other applicable laws.
3. A retiree shall be entitled to accrue sick leave once re-employed. However, upon initial employment under this article, retirees shall be credited with zero (0) days of sick leave accumulation. Further, retirees shall not receive

credit for any previously accumulated sick leave from any public service. This provision shall specifically supersede O.R.C. Section 3319.141.

4. A retiree shall not be eligible for severance pay under Article VIII, Section (K) of the Master Agreement or under Ohio statutory law upon leaving the employment of the Board.
5. Further, retirees shall not enjoy any rights under the following Articles of the Master Agreement- Article III, Sections (O) and (P) - Reduction In Force, Article IV(A) or Article (V)(D) - Assignments and Transfers, Article VII- Professional Growth, Article VI(H) Maternity/Paternity Leave. In addition, retirees covered under this Article are not eligible for participation in the Sick Leave Transfer Program – Article VI(C).
6. Retirees shall be eligible to receive any insurance benefits provided for other bargaining unit members during his/her employment with the Board.
7. Reemployed bargaining unit members may not accrue additional STRS/SERS credit as a result of their service following reemployment. Instead, the Board and the reemployed member shall make contributions to STRS/SERS that will fund a single life annuity with a reserve based on the reemployed bargaining unit member's accumulated contributions during his/her period of service as a regular teacher following reemployment. For additional information concerning the annuity see, O.R.C. 3307.35.
8. Seniority for employees hired in retirement shall always be zero (0); however, bargaining unit members hired following retirement will be considered to have greater seniority than individuals hired in retirement from outside the District. No previous service time shall be used to determine seniority for purposes of a reduction in force.
9. A retiree shall be eligible for appointment to a supplemental contract only at the discretion of the Superintendent.
10. The grievance procedure contained in this Agreement may not be applied to issues in this section for which discretion is granted the Board of Education.
11. All terms, conditions, rights and responsibilities afforded to members of the bargaining unit shall apply to all retirees unless expressly stated otherwise above.

The parties further expressly agree and fully intend this Article to supersede and take precedent over any inconsistent and/or contrary provisions of the Ohio Revised Code, the Ohio Administrative Code, and federal laws and regulations.

U. Individualized Education Plan Compensation

Any member who is required to prepare and maintain Individualized Education Plans (IEPs) for identified students with disabilities and conduct IEP conferences shall be granted a supplemental contract paying seven hundred and fifty dollars (\$750) per year. The contract shall be awarded in August of the relevant school year and paid in one payment on the last pay period the following June.

ARTICLE IX

IX. ASSOCIATION RIGHTS

The Ashland Vocational Teachers' Association, hereinafter "Association" as the exclusive bargaining representative for teachers and educational support staff, shall have the following sole and exclusive rights and privileges:

- A. Payroll deduction of dues for the members of the Association to the United Teaching Professional (defined as the National Education Association, Ohio Education Association, North Central Ohio Education Association, and the Ashland Vocational Teachers' Association), shall be paid by the Treasurer and a receipt given to the AVTA Treasurer. Deductions for local AVTA dues shall be deducted and paid in the first pay in October. From the second pay in October through the last pay in June the remaining dues shall be deducted and paid to OEA.

The Board further agrees to accompany each transmittal with a list of names of the bargaining unit members for whom all dues deductions were made, the period covered, and the amounts deducted for each. By September 1st and January 15th of each year, the Association will be provided with a list of current employees.

The Association on behalf of itself and the OEA and NEA shall indemnify and hold the board harmless against any cost or liability that may arise out of, or by reason of, any action taken by the Board for the purpose of complying with the provisions of payroll deducting membership dues. In the event that the Board is held to be responsible for the repayment of monies paid to the Association, the Association shall reimburse to the Board, or designated employee, the amount of monies actually received by the Association from the Board and/or designed employees involved.

- B. Agendas, minutes, and financial statements, and other official documents or papers used in the course of the public portion of Board meetings will be made available to the Association by the Treasurer at least twenty-four (24) hours prior to the meeting. The President of the Association will be notified of the time and place of all regular and special Board meetings.
- C. Association officers and/or delegates who request leave to attend Association business will be granted up to five (5) professional leave days in a school year. No more than three (3) Association members will be approved to attend the same meeting. The Association shall provide the substitute(s) necessary to fill the vacancies.
- D. Use of members' mailboxes in the building to distribute Association literature.

- E. Free building use for Association meetings that do not interfere with previously scheduled school activities. Notice of such requested use shall be given to the building administrator as far in advance as possible.
- F. Phone use for Association business.
- G. Office machines use (with adequate training by the secretarial staff so long as such use does not interfere with school business).
- H. Names and department assignments of all new member staff as soon as available.
- I. Financial and insurance information upon request by the Association President.
- J. Announcements at staff meetings, whether department or district-wide, including new staff or district-wide orientation meeting(s) at the beginning of the school year.
- K. Informal meetings with the Superintendent at the request of the Superintendent or the President of the Association.

ARTICLE X

X. MANAGEMENT RIGHTS

Board rights, powers, duties, discretions, authority and prerogatives are retained by, and shall remain exclusively vested in the Board, except as limited by this Agreement. The Board, in the exercise of these rights, powers, authorities, duties, and responsibilities shall be consistent with constitutional provisions, Ohio Revised Code Chapter 4117.08c, Article I, Section 1.05 and Article VIII, Sections 8.01 and 8.02 of this Agreement. The Board reserves and retains full rights, authority, and discretion to control, supervise, and manage the operation of the district and to make and enforce policies, rules and regulations not inconsistent with the terms of this Agreement. The Board, however, cannot reduce, negotiate or delegate its legal responsibilities.

ARTICLE XI

XI. DURATION OF AGREEMENT

The terms and conditions of this Agreement shall be effective on August 1, ²⁰²¹~~2020~~ and shall continue in full force and effect until twelve o'clock midnight, July 31, 2024, at which time it shall expire.

The terms and conditions as set forth in this Agreement indicate the understanding that exists between the parties to this Agreement; however, it is further agreed that nothing contained in said Agreement should be interpreted to deny the Association or its members of the bargaining unit of any rights, benefits, privileges, etc., that might be forthcoming as the result of law of the State of Ohio or interpretation(s), rulings and precedence of such laws.

In Witness Whereof, the parties executed this Agreement on the 7th day of February, 2022.

by: [Signature], Pres.

by: Julia K. Suber, Pres.

by: [Signature], Supt.

by: Molly Shea, Neg.

by: [Signature], Treas.

by: [Signature], Neg.

by: [Signature], Neg.

by: [Signature], Neg.

by: _____, Neg.

by: _____, Neg.

Grievance Report Form
(to be filed in triplicate)

Grievance # _____ Date Filed _____

Name of Aggrieved _____

Department _____ Assignment _____

LEVEL ONE
(submitted to Superintendent)

A. Date cause of grievance occurred _____

B. 1. Statement of grievance: Include specific provision(s) of Agreement alleged to have been violated.

2. Relief sought:

C. _____
Signature of Aggrieved Date

D. Disposition by Superintendent:

Signature of Superintendent Date

**LEVEL TWO
(submitted to Board of Education)**

A. Position of aggrieved or Association:

Signature of Aggrieved

Date

B. Disposition of Board of Education:

Signature of President of Board

Date

LEVEL THREE
(submitted to Arbitrator)

A. Position of aggrieved or Association

Signature of Executive Committee Chairperson

Date

Signature of Aggrieved

Date

B. Disposition of the Arbitrator:

Signature of the Arbitrator

Date

Evaluator/Observer

ASHLAND COUNTY-WEST HOLMES CAREER CENTER

Certified Non-Classroom Personnel Observation Form

Name _____ Date _____

Assignment _____

Performance Areas:

I. Professional Ability

- _____ 1. Understands work procedures
- _____ 2. Establishes priorities
- _____ 3. Develops plan
- _____ 4. Completes and follows up on assigned tasks
- _____ 5. Willing to assume responsibilities
- _____ 6. Considers all factors in making decisions
- _____ 7. Accomplishment of primary mission of position
- _____ 8. Keeps fellow staff members informed

Comments:

II. Communication

- _____ 1. Communicates effectively with fellow staff members
- _____ 2. Exhibits good oral communication skills
- _____ 3. Exhibits good written communication skills

Comments:

III. Personal Characteristics

- _____ 1. Dresses appropriately for activities concerned
- _____ 2. Demonstrates good problem solving techniques

Comments:

IV. Additional Comments by Evaluator:

V. Additional Comments by Teacher:

Rating Scale:	5.	Superior (well above expected level)
	4.	Excellent (above expected level)
	3.	Satisfactory (meets the expected level)
	2.	Below expected level (some improvement needed - improvement plan may be required, and suggestions will be included)
	1.	Unsatisfactory (improvement plan required)
	NA	Not applicable
	Unmarked	Not Observed

The teacher's signature indicates that all phases of the evaluation have been conducted with the full knowledge of the teacher and does not necessarily indicate agreement with the contents of the completed form.

Teacher's Signature _____ Date _____

Evaluator's Signature _____ Date _____

Evaluator/Observer

ASHLAND COUNTY-WEST HOLMES CAREER CENTER

Certified Non-Classroom Personnel Evaluation Form

Name _____ Date _____

Assignment _____

Performance Areas:

I. Professional Ability

- _____ 1. Understands work procedures
- _____ 2. Establishes priorities
- _____ 3. Develops plans
- _____ 4. Completes and follows up on assigned tasks
- _____ 5. Willing to assume responsibilities
- _____ 6. Considers all factors in making decisions
- _____ 7. Accomplishment of primary mission of position
- _____ 8. Keeps fellow staff members informed

Comments:

II. Communication

- _____ 1. Communicates effectively with fellow staff members
- _____ 2. Exhibits good oral communication skills
- _____ 3. Exhibits good written communication skills

Comments:

III. Personal Characteristics

- _____ 1. Dresses appropriately for activities concerned
- _____ 2. Demonstrates good problem solving techniques

Comments:

IV. Additional Comments by Evaluator:

V. Additional Comments by Teacher:

Observation dates: First _____ Second _____

Rating Scale:	5.	Superior (well above expected level)
	4.	Excellent (above expected level)
	3.	Satisfactory (meets the expected level)
	2.	Below expected level (some improvement needed - improvement plan may be required, and suggestions will be included)
	1.	Unsatisfactory (improvement plan required)
	NA	Not applicable
	Unmarked	Not Observed

The teacher's signature indicates that all phases of the evaluation have been conducted with the full knowledge of the teacher and does not necessarily indicate agreement with the contents of the completed form.

Teacher's Signature _____ Date _____

Evaluator's Signature _____ Date _____

Appendix D

Evaluator/Observer

ASHLAND COUNTY-WEST HOLMES CAREER CENTER

Professional Performance Evaluation Professional Performance Evaluation

Name _____ Date _____

Assignment _____

- _____ 1. Exhibits professional growth
- _____ 2. Demonstrates intra-staff cooperation
- _____ 3. Completes out-of-class assignments and duties
- _____ 4. Shows interest in school related activities
- _____ 5. Complies with rules and regulations
- _____ 6. Fulfills assignments in a timely manner
- _____ 7. Communicates effectively with parents
- _____ 8. Uses advisory committee effectively
- _____ 9. Dresses appropriately for activities concerned
- _____ 10. Possesses effective written and oral communication skills
- _____ 11. Shows evidence of tact and good judgment
- _____ 12. Accepts constructive suggestions

Comments by Evaluator:

Comments by Teacher:

Rating Scale:	5.	Superior (well above expected level)
	4.	Excellent (above expected level)
	3.	Satisfactory (meets the expected level)
	2.	Below expected level (some improvement needed - improvement plan may be required, and suggestions will be included)
	1.	Unsatisfactory (improvement plan required)
	NA	Not applicable
	Unmarked	Not Observed

The teacher's signature indicates that all phases of the evaluation have been conducted with the full knowledge of the teacher and does not necessarily indicate agreement with the contents of the completed form.

Teacher's Signature _____ Date _____

Evaluator's Signature _____ Date _____

Ohio Teacher Evaluation System Assessment of Teacher Performance 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
FOCUS FOR LEARNING (Standard 1: Students, Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction) <i>Possible Sources of Evidence: pre-conference, artifacts, portfolios,</i>	Use of High Quality Student Data Element 1.1 Element 1.2 Element 1.3 Element 3.3	The teacher does not use high-quality student data to develop measurable and developmentally appropriate student growth goal(s).	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.	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).	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). The teacher plans for the facilitation of developmentally appropriate student data collection and strategies to assist in student goal setting and progress

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	Components				
		Ineffective	Developing	Skilled	Accomplished
analysis of student data, lesson plans, student surveys, common assessments					monitoring.
	Connections to prior and future learning Element 1.2 Element 2.1 Element 2.2 Element 2.4 Element 2.5	The teacher plans lessons that demonstrate no connections to student prior learning or future learning.	The teacher plans lessons that attempt to make connections with student prior learning or future learning. These connections are not clear.	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.	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

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	Components				
		Ineffective	Developing	Skilled	Accomplished
					contributions of families, colleagues and/or other professionals to understand each student's prior knowledge while supporting the student's development.
	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's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards.	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards. The teacher participates in studying and evaluating advances in content and/or provides input on school and district curriculum.

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	Components				
		Ineffective	Developing	Skilled	Accomplished
KNOWLEDGE OF STUDENTS (Standard 1: Students, Standard 4: Instruction, Standard 6: Collaboration and Communication) <i>Possible Sources of Evidence: analysis of student data, pre-conference, artifacts, student surveys</i>	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.

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><i>Possible Sources of Evidence: pre-conference, post-conference, formal observation, classroom walk throughs/informal observations, peer review</i></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 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 does not give students</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 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>Feedback to students is general, occasional</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 consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students.</p> <p>The teacher's communication</p>	<p>The teacher inconsistent 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 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 gives students substantive, specific and</p>

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	Components				
		Ineffective	Developing	Skilled	Accomplished
		feedback.	or limited and may not always support student learning.	strategies and questioning techniques check for understanding and encourage higher-level thinking. The teacher gives students substantive, specific and timely feedback to support their learning.	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.

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.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT

Domains	Components				
		Ineffective	Developing	Skilled	Accomplished
	Student centered learning Element 3.5 Element 4.5 Element 4.6 Element 5.3 Element 5.4	<p>Learning is entirely teacher directed. Students are not participating in learning activities.</p> <p>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.</p>	<p>Learning is primarily teacher directed. Students participate in whole class learning activities.</p> <p>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.</p>	<p>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.</p> <p>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.</p>	<p>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.</p> <p>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.</p>

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: pre-conference, post-conference, formal observation, classroom walk throughs/informal observations, peer review, student surveys</i>	Classroom routines and procedures Element 5.5	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.
	Classroom climate and cultural competency Element 1.4 Element 5.1 Element 5.2	There is no evidence of rapport or expectations for respectful, supportive and caring interactions with and among students and the teacher. There is no demonstration of regard for student perspectives,	There is some evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is inconsistent demonstration of regard for student perspectives,	There is consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is demonstration of regard for student perspectives,	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 demonstration of regard for student perspectives, experiences and culture.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	Components				
		Ineffective	Developing	Skilled	Accomplished
		experiences and culture. The teacher does not address needs related to student sense of well being.	experiences and culture. The teacher is aware of needs related to student sense of well-being but does not address them effectively.	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 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				
		Ineffective	Developing	Skilled	Accomplished
ASSESSMENT OF STUDENT LEARNING (Standard 1: Students, Standard 3: Assessment) <i>Possible Sources of Evidence: pre-conference, formal observation, classroom walk throughs/informal observations, assessments, student portfolios, post-conference</i>	Use of assessments Element 3.1 Element 3.2 Element 3.3 Element 3.4	<p>The teacher does not use varied assessments.</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 does not share evidence of student learning with students.</p>	<p>The teacher makes limited use of varied assessments.</p> <p>The teacher attempts to analyze data and modify instruction, though the modifications do not meet student needs.</p> <p>The teacher shares evidence of student learning with students.</p>	<p>The teacher selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments.</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 shares evidence of student learning with parents and students to plan instruction to meet student needs.</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 analyzes data trends and patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet individual student needs.</p> <p>The teacher shares evidence of student learning with colleagues, parents and students to collaboratively plan instruction to meet individual student needs.</p>

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	Components				
		Ineffective	Developing	Skilled	Accomplished
	Evidence of student learning Element 1.3	The teacher's assessment data demonstrates no evidence of growth and/or achievement over time for most students.	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.	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.	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.

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	Components				
		Ineffective	Developing	Skilled	Accomplished
PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication, Standard 7: Professional Responsibility and Growth) <i>Possible Sources of Evidence:</i> <i>Professional Growth Plan or Improvement Plan, pre-conference, post-conference, artifacts, self assessment, peer review</i>	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 uses communication and engagement strategies with students and families. These do not contribute adequately to student learning, well being and development.	The teacher uses effective and appropriate communication and engagement strategies with students and families, resulting in partnerships that contribute to student learning, well-being and development.	The teacher uses multiple effective and appropriate communication and engagement strategies with individual students and families. These ongoing strategies promote two-way communication, active participation and partnerships that contribute to each student's learning, well-being and development.
	Communication and collaboration with colleagues Element 6.3	The teacher does not communicate and/or collaborate with colleagues.	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.

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	Components				
		Ineffective	Developing	Skilled	Accomplished
	District policies and professional responsibilities Element 7.1	The teacher demonstrates a lack of understanding and regard for 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.

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.

Appendix F

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.

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
☐ Knowledge of Students
☐ Lesson Delivery

☐ Classroom Environment
☐ Assessment of Student Learning
☐ Professional Responsibilities

Goal Statement(s) Demonstrating Performance on Ohio Standards for the Teaching Profession	Action Steps & Resources to Achieve Goal(s)	Qualitative or Quantitative Measurable Indicators: Evidence Indicating Progress on the Goal(s)	Dates Discussed
		1.	
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.

Appendix G

Holistic Observation

Teacher:

Date:

Evaluator's Summary of Holistic Observation

Organizational Area: Instructional Planning

Focus of Learning:

Knowledge of Students:

Organizational Area: Instruction and Assessment

Lesson Delivery:

Classroom Environment:

Assessment of Student Learning:

Organizational Area: Professionalism

Professional Responsibilities:

Two Areas of Focus

- 1.
- 2.

Teacher's Signature

Supervisor Signature

Appendix H

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 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 <i>Ohio Standards for the Teaching Profession</i>	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)

**Appendix H
(Continued)**

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.

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

High-Quality Student Data Verification Form

Teacher Name:

Evaluator Name:

Content Area(s):

Grade Level(s):

List sources of High-Quality Student Data used to inform instruction. Value-added data must be used as one source if available.

1.

2.

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, 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/local standards

Comments:

Teacher Signature:

Date:

Walkthroughs/Informal Observations Ohio Teacher Evaluation System 2.0

Walkthrough: General Form

Teacher Name:

Grade(s)/Subject Area(s):

Date:

Evaluator Name:
Ends:

Time Walkthrough Begins:

Time Walkthrough

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:

Evaluator Summary Comments:

Evaluator Signature: _____
Teacher

☐ **Photocopy to**

Pre-Conference Form (OTES 2.0)

ACWHCC

Teacher Name

Pre-Conference Date

Time

The questions provided are intended to guide thinking and conversation, provide evidence, and support growth throughout the evaluation process. Answer questions that are **relevant to your upcoming observation** (ie., only complete those necessary for your holistic observation or focus area). Please provide as much detail as possible, especially in areas that are not easily observed (according to the rubric, those areas include Focus for Learning, Knowledge of Students, and Professional Responsibilities). In addition to answering the questions, feel free to embed live links to lesson plans, survey results, data, and other artifacts and evidence that supports your daily performance.

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/district strategic plans/priorities, and Ohio's Learning Standards?

KNOWLEDGE OF STUDENTS

- Aside from traditional demographics, 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?

- How will content specific concepts, assumptions, and skills be taught? How will developmental gaps be addressed?

- What collaborative and whole class instructional strategies will be used to engage all students and promote independent learning and problem solving?

- 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 will respect for all be modeled and taught?

- 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 and how will instruction be modified to meet the needs of groups of students? How are you differentiating instruction?

- What different methods of assessment are used in this lesson? How will you support students' self-assessment?

- 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?

- What are some proactive ways you further your own professional growth?

Formal Focused Observation

Teacher:

Date:

Evaluator's Summary of Formal Focused Observation

Organizational Area: Instructional Planning

Focus of Learning:

Knowledge of Students:

Organizational Area: Instruction and Assessment

Lesson Delivery:

Classroom Environment:

Assessment of Student Learning:

Organizational Area: Professionalism

Professional Responsibilities:

Areas of Reinforcement

Areas of Refinement

Final Holistic Rating:

☐ Ineffective ☐ Developing ☐ Skilled ☐ Accomplished

Teacher's Comments:

Teacher's Signature

Supervisor's Signature

2022-2023 Final Holistic
Educator:
LEA: Ashland County-West Holmes Joint Vocational School (062042)

Building(s): Ashland-W Holmes Career Center (062059)

Status: In Progress

Closure Reason: N/A

Closure Comment: N/A

Signature(s): No signatures

Formal Observations
Observation Date & Time
Observer
Overall Rating

There are no observations for this evaluation.

Ratings
Professional Growth Progress: Not Rated

Final Holistic Rating
Area(s) Identified for Support: [none]

Final Holistic Rating: Skilled

Improvement Plan: No

Date Printed: 1/27/2023 9:57:55 AM

Appendix 0
Sick Leave Transfer Program
Donation Form

ASHLAND COUNTY-WEST HOLMES CAREER CENTER

SICK LEAVE TRANSFER PROGRAM
(Sick Leave Pool)

DONATION FORM
Submit to Treasurer's Office

NAME _____ DATE _____

SOCIAL SECURITY NUMBER _____

I hereby donate _____ day(s) of my accumulated sick leave (not to exceed five (5) days per year) to the Sick Leave Transfer Program. I have also read the guidelines of the program and understand the intent of the program. (Article V, Section C)

Signature of Donor

Date

Posted to Sick Leave Bank: Date: _____

By: _____

Sick Leave Balance Reduced: Date: _____

By: _____

Appendix P

**Sick Leave Transfer Program
Application Form**

ASHLAND COUNTY-WEST HOLMES CAREER CENTER

**SICK LEAVE TRANSFER PROGRAM
(Sick Leave Pool)**

**APPLICATION FORM
Submit to Treasurer's Office**

_____ New Application _____ Renewal Application

Reason(s) for making application: _____

Expiration date of accrued and/or advanced sick leave: _____

Name and address of attending physician(s): _____

Expected date of return to work: _____

Print Name of Applicant

Signature of Applicant

Date

Appendix Q

TEACHER SALARY INDEX - FY2022-2024

ASHLAND COUNTY WEST HOLMES JOINT VOCATIONAL SCHOOL DISTRICT

	CAT 1 <u>BA</u>	CAT 2 <u>135 HRS</u>	CAT 3 <u>150 HRS</u>	CAT 4 <u>175 HRS</u>	CAT 5 <u>MASTERS</u>	CAT 6 <u>MA+10</u>	CAT 7 <u>MA+20</u>	CAT 8 <u>MA+30</u>	CAT 9 <u>MA+40</u>
STEP 0	1.0000	1.0420	1.0450	1.0480	1.1000	1.1400	1.1800	1.2200	1.2600
STEP 1	1.0400	1.0840	1.0910	1.0980	1.1500	1.1900	1.2300	1.2700	1.3100
STEP 2	1.0800	1.1260	1.1370	1.1480	1.2000	1.2400	1.2800	1.3200	1.3600
STEP 3	1.1200	1.1680	1.1830	1.1980	1.2500	1.2900	1.3300	1.3700	1.4100
STEP 4	1.1600	1.2100	1.2290	1.2480	1.3000	1.3400	1.3800	1.4200	1.4600
STEP 5	1.2000	1.2520	1.2750	1.2980	1.3500	1.3900	1.4300	1.4700	1.5100
STEP 6	1.2400	1.2940	1.3210	1.3480	1.4000	1.4400	1.4800	1.5200	1.5600
STEP 7	1.2800	1.3360	1.3670	1.3980	1.4500	1.4900	1.5300	1.5700	1.6100
STEP 8	1.3200	1.3780	1.4130	1.4480	1.5000	1.5400	1.5800	1.6200	1.6600
STEP 9	1.3600	1.4200	1.4590	1.4980	1.5500	1.5900	1.6300	1.6700	1.7100
STEP 10	1.4000	1.4620	1.5050	1.5480	1.6000	1.6400	1.6800	1.7200	1.7600
STEP 11	1.4400	1.5040	1.5510	1.5980	1.6500	1.6900	1.7300	1.7700	1.8100
STEP 12	1.4800	1.5460	1.5970	1.6480	1.7000	1.7400	1.7800	1.8200	1.8600
STEP 13	1.5200	1.5880	1.6430	1.6980	1.7500	1.7900	1.8300	1.8700	1.9100
STEP 14	1.5600	1.6300	1.6890	1.7480	1.8000	1.8400	1.8800	1.9200	1.9600
STEP 18	1.5900	1.6600	1.7200	1.7800	1.8500	1.8900	1.9300	1.9700	2.0100
STEP 22	1.6200	1.6900	1.7500	1.8100	1.9000	1.9400	1.9800	2.0200	2.0600
STEP 26	1.6500	1.7200	1.7800	1.8400	1.9500	1.9900	2.0300	2.0700	2.1100
STEP 30	1.6700	1.7400	1.8000	1.8600	1.9700	2.0100	2.0500	2.0900	2.1300

2021-2022 Teaching Salary Schedule

Appendix R

	CAT 1 BA	CAT 2 135 HRS	CAT 3 150 HRS	CAT 4 175 HRS	CAT 5 MASTERS	CAT 6 MA+10	CAT 7 MA+20	CAT 8 MA+30	CAT 9 MA+40
STEP 0	37,714	39,298	39,411	39,524	41,485	42,994	44,502	46,011	47,519
STEP 1	39,222	40,882	41,146	41,410	43,371	44,879	46,388	47,896	49,405
STEP 2	40,731	42,466	42,881	43,295	45,257	46,765	48,274	49,782	51,291
STEP 3	42,239	44,050	44,615	45,181	47,142	48,651	50,159	51,668	53,176
STEP 4	43,748	45,634	46,350	47,067	49,028	50,536	52,045	53,554	55,062
STEP 5	45,257	47,218	48,085	48,952	50,914	52,422	53,931	55,439	56,948
STEP 6	46,765	48,802	49,820	50,838	52,799	54,308	55,816	57,325	58,833
STEP 7	48,274	50,386	51,555	52,724	54,685	56,194	57,702	59,211	60,719
STEP 8	49,782	51,970	53,290	54,610	56,571	58,079	59,588	61,096	62,605
STEP 9	51,291	53,554	55,024	56,495	58,456	59,965	61,473	62,982	64,491
STEP 10	52,799	55,138	56,759	58,381	60,342	61,851	63,359	64,868	66,376
STEP 11	54,308	56,722	58,494	60,267	62,228	63,736	65,245	66,753	68,262
STEP 12	55,816	58,305	60,229	62,152	64,113	65,622	67,131	68,639	70,148
STEP 13	57,325	59,889	61,964	64,038	65,999	67,508	69,016	70,525	72,033
STEP 14	58,833	61,473	63,699	65,924	67,885	69,393	70,902	72,410	73,919
STEP 18	59,965	62,605	64,868	67,131	69,770	71,279	72,788	74,296	75,805
STEP 22	61,096	63,736	65,999	68,262	71,656	73,165	74,673	76,182	77,690
STEP 26	62,228	64,868	67,131	69,393	73,542	75,050	76,559	78,068	79,576
STEP 30	63,472	64,742	68,473	70,781	75,013	76,551	78,090	79,629	81,168

2022-2023 Teaching Salary Schedule

Appendix S

	CAT 1 <u>BA</u>	CAT 2 <u>135 HRS</u>	CAT 3 <u>150 HRS</u>	CAT 4 <u>175 HRS</u>	CAT 5 <u>MASTERS</u>	CAT 6 <u>MA+10</u>	CAT 7 <u>MA+20</u>	CAT 8 <u>MA+30</u>	CAT 9 <u>MA+40</u>
STEP 0	38,845	40,477	40,593	40,710	42,730	44,284	45,837	47,391	48,945
STEP 1	40,399	42,108	42,380	42,652	44,672	46,226	47,780	49,333	50,887
STEP 2	41,953	43,740	44,167	44,594	46,614	48,168	49,722	51,276	52,829
STEP 3	43,507	45,371	45,954	46,537	48,556	50,110	51,664	53,218	54,772
STEP 4	45,060	47,003	47,741	48,479	50,499	52,053	53,606	55,160	56,714
STEP 5	46,614	48,634	49,528	50,421	52,441	53,995	55,549	57,102	58,656
STEP 6	48,168	50,266	51,314	52,363	54,383	55,937	57,491	59,045	60,598
STEP 7	49,722	51,897	53,101	54,306	56,326	57,879	59,433	60,987	62,541
STEP 8	51,276	53,529	54,888	56,248	58,268	59,822	61,375	62,929	64,483
STEP 9	52,829	55,160	56,675	58,190	60,210	61,764	63,318	64,871	66,425
STEP 10	54,383	56,792	58,462	60,132	62,152	63,706	65,260	66,814	68,368
STEP 11	55,937	58,423	60,249	62,075	64,095	65,648	67,202	68,756	70,310
STEP 12	57,491	60,055	62,036	64,017	66,037	67,591	69,144	70,698	72,252
STEP 13	59,045	61,686	63,823	65,959	67,979	69,533	71,087	72,641	74,194
STEP 14	60,598	63,318	65,610	67,901	69,921	71,475	73,029	74,583	76,137
STEP 18	61,764	64,483	66,814	69,144	71,864	73,417	74,971	76,525	78,079
STEP 22	62,929	65,648	67,979	70,310	73,806	75,360	76,913	78,467	80,021
STEP 26	64,095	66,814	69,144	71,475	75,748	77,302	78,856	80,410	81,963
STEP 30	65,376	66,684	70,527	72,905	77,263	78,848	80,433	82,018	83,603

2023-2024 Teaching Salary Schedule

Appendix T

	CAT 1 <u>BA</u>	CAT 2 <u>135 HRS</u>	CAT 3 <u>150 HRS</u>	CAT 4 <u>175 HRS</u>	CAT 5 <u>MASTERS</u>	CAT 6 <u>MA+10</u>	CAT 7 <u>MA+20</u>	CAT 8 <u>MA+30</u>	CAT 9 <u>MA+40</u>
STEP 0	40,011	41,691	41,811	41,931	44,012	45,612	47,212	48,813	50,413
STEP 1	41,611	43,371	43,652	43,932	46,012	47,613	49,213	50,813	52,414
STEP 2	43,211	45,052	45,492	45,932	48,013	49,613	51,213	52,814	54,414
STEP 3	44,812	46,732	47,332	47,933	50,013	51,614	53,214	54,814	56,415
STEP 4	46,412	48,413	49,173	49,933	52,014	53,614	55,215	56,815	58,415
STEP 5	48,013	50,093	51,013	51,934	54,014	55,615	57,215	58,815	60,416
STEP 6	49,613	51,774	52,854	53,934	56,015	57,615	59,216	60,816	62,416
STEP 7	51,213	53,454	54,694	55,935	58,015	59,616	61,216	62,817	64,417
STEP 8	52,814	55,135	56,535	57,935	60,016	61,616	63,217	64,817	66,418
STEP 9	54,414	56,815	58,375	59,936	62,016	63,617	65,217	66,818	68,418
STEP 10	56,015	58,495	60,216	61,936	64,017	65,617	67,218	68,818	70,419
STEP 11	57,615	60,176	62,056	63,937	66,017	67,618	69,218	70,819	72,419
STEP 12	59,216	61,856	63,897	65,937	68,018	69,618	71,219	72,819	74,420
STEP 13	60,816	63,537	65,737	67,938	70,018	71,619	73,219	74,820	76,420
STEP 14	62,416	65,217	67,578	69,938	72,019	73,619	75,220	76,820	78,421
STEP 18	63,617	66,418	68,818	71,219	74,020	75,620	77,220	78,821	80,421
STEP 22	64,817	67,618	70,018	72,419	76,020	77,620	79,221	80,821	82,422
STEP 26	66,017	68,818	71,219	73,619	78,021	79,621	81,221	82,822	84,422
STEP 30	67,338	68,685	72,643	75,092	79,581	81,213	82,846	84,478	86,111

SALARY SCHEDULE - TEACHER AIDES

<u>STEP</u>	<u>2021-2022</u>	<u>2022-2023</u>	<u>2023-2024</u>
0	13.50	14.41	15.34
1	13.70	14.61	15.54
2	13.91	14.83	15.78
3	14.11	15.03	15.98
4	14.33	15.26	16.22
5	14.52	15.46	16.42
6	14.74	15.68	16.65
7	14.94	15.88	16.86
8	15.16	16.11	17.09
9	15.35	16.31	17.30
10	15.57	16.54	17.53
12	15.76	16.74	17.74
14	15.98	16.96	17.97
16	16.18	17.16	18.18
18	16.40	17.39	18.41
20	16.60	17.60	18.63
22	16.81	17.81	18.85
24	17.02	18.03	19.07
26	17.22	18.24	19.29
30	17.55	18.57	19.63

NOTE: 9 and 10 month contract includes 7 paid holidays: Labor Day,
Thanksgiving Day, Christmas Day, New Year's Day, Martin
Luther King Day, Good Friday and Memorial Day

12 month contract add 2 paid holidays: Fourth of July & Christmas Eve

Clerical Aide Positions: 12 month contract - 260 days
10 month contract - 200 days

Teacher Aide Positions: 9 month contract - 155 days
9 month contract - 120 days

SALARY SCHEDULE - ESEA* QUALIFIED AIDES

*Elementary and Secondary Education Act

STEP	2021-2022	2022-2023	2023-2024
0	14.85	15.80	16.77
1	15.07	16.02	17.00
2	15.27	16.22	17.21
3	15.49	16.46	17.45
4	15.69	16.66	17.66
5	15.90	16.88	17.89
6	16.10	17.08	18.10
7	16.32	17.31	18.32
8	16.52	17.52	18.54
9	16.75	17.75	18.78
10	16.95	17.96	19.00
12	17.18	18.20	19.24
14	17.39	18.41	19.46
16	17.59	18.62	19.68
18	17.80	18.83	19.90
20	18.01	19.05	20.12
22	18.21	19.26	20.34
24	18.42	19.47	20.55
26	18.62	19.68	20.77
30	18.98	20.05	21.15

License + Bachelors = Additional \$0.32 per hour

License + Masters = Additional \$0.64 per hour

NOTE: 9 month contract includes 7 paid holidays: Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, Good Friday and Memorial Day

120 day contract does not include Memorial Day holiday

ESEA Qualified Aides:	190 days	184 days
	155 days	120 days

SALARY SCHEDULE - SECRETARIAL

<u>STEP</u>	<u>2021-2022</u>	<u>2022-2023</u>	<u>2023-2024</u>
0	15.37	16.34	17.33
1	15.63	16.59	17.59
2	15.88	16.85	17.86
3	16.11	17.09	18.10
4	16.36	17.35	18.37
5	16.60	17.60	18.62
6	16.85	17.85	18.89
7	17.10	18.11	19.16
8	17.33	18.35	19.40
9	17.58	18.61	19.67
10	17.82	18.86	19.92
12	18.06	19.10	20.18
14	18.31	19.36	20.44
16	18.54	19.60	20.69
18	18.79	19.86	20.95
20	19.03	20.11	21.21
22	19.28	20.36	21.47
24	19.54	20.62	21.74
26	19.78	20.87	22.00
30	20.15	21.26	22.39

NOTE: 9.5 & 10 month contract includes 7 paid holidays: Labor Day, Thanksgiving Day
Christmas Day, New Year's Day, Martin Luther King Day, Good Friday
and Memorial Day

12 month contract add 2 paid holidays: Fourth of July & Christmas Eve

12 month contract = 260 days

10 month contract = 200 days

9.5 month contract = 190 days

ASHLAND COUNTY-WEST HOLMES JOINT VOCATIONAL SCHOOL DISTRICT
1783 State Route 60, Ashland, OH 44805

SALARY SCHEDULE
CAFETERIA AIDE / CLEANING ASSISTANT/AIDE

<u>STEP</u>	<u>2021-2022</u>	<u>2021-2022 PM</u>	<u>2022-2023</u>	<u>2022-2023 PM</u>	<u>2023-2024</u>	<u>2023-2024 PM</u>
0	13.08	13.18	13.97	14.07	14.89	14.99
1	13.27	13.37	14.17	14.27	15.09	15.19
2	13.49	13.59	14.39	14.49	15.33	15.43
3	13.68	13.78	14.59	14.69	15.53	15.63
4	13.90	14.00	14.82	14.92	15.76	15.86
5	14.10	14.20	15.02	15.12	15.97	16.07
6	14.32	14.42	15.25	15.35	16.20	16.30
7	14.51	14.61	15.45	15.55	16.41	16.51
8	14.73	14.83	15.67	15.77	16.64	16.74
9	14.93	15.03	15.87	15.97	16.85	16.95
10	15.14	15.24	16.10	16.20	17.08	17.18
12	15.34	15.44	16.30	16.40	17.29	17.39
14	15.56	15.66	16.52	16.62	17.52	17.62
16	15.75	15.85	16.73	16.83	17.73	17.83
18	15.97	16.07	16.95	17.05	17.96	18.06
20	16.17	16.27	17.15	17.25	18.17	18.27
22	16.38	16.48	17.38	17.48	18.40	18.50
24	16.59	16.69	17.59	17.69	18.62	18.72
26	16.80	16.90	17.80	17.90	18.84	18.94
30	17.11	17.21	18.13	18.23	19.17	19.27

NOTE: 9 month contract includes 7 paid holidays: Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, Good Friday and Memorial Day

Cafeteria Aide Positions: 9 month contract - 188 days

Cleaning Assistant/Aide: 10 month contract - 200 days

PM Columns are applicable to 2nd/3rd shift employee's only

ASHLAND COUNTY-WEST HOLMES JOINT VOCATIONAL SCHOOL DISTRICT
 1783 State Route 60, Ashland, OH 44805

SALARY SCHEDULE - CUSTODIAL

<u>STEP</u>	<u>2021-2022</u>	<u>2021-2022 PM</u>	<u>2022-2023</u>	<u>2022-2023 PM</u>	<u>2023-2024</u>	<u>2023-2024 PM</u>
0	15.74	15.84	16.71	16.81	17.71	17.81
1	16.02	16.12	17.00	17.10	18.01	18.11
2	16.29	16.39	17.28	17.38	18.30	18.40
3	16.55	16.65	17.54	17.64	18.57	18.67
4	16.82	16.92	17.83	17.93	18.86	18.96
5	17.10	17.20	18.11	18.21	19.15	19.25
6	17.35	17.45	18.37	18.47	19.42	19.52
7	17.63	17.73	18.65	18.75	19.71	19.81
8	17.90	18.00	18.94	19.04	20.01	20.11
9	18.17	18.27	19.21	19.31	20.29	20.39
10	18.43	18.53	19.48	19.58	20.57	20.67
12	18.65	18.75	19.71	19.81	20.80	20.90
14	18.87	18.97	19.93	20.03	21.03	21.13
16	19.10	19.20	20.17	20.27	21.27	21.37
18	19.30	19.40	20.38	20.48	21.49	21.59
20	19.53	19.63	20.62	20.72	21.74	21.84
22	19.75	19.85	20.84	20.94	21.97	22.07
24	19.97	20.07	21.07	21.17	22.20	22.30
26	20.19	20.29	21.29	21.39	22.43	22.53
30	20.57	20.67	21.69	21.79	22.84	22.94

NOTE: 12 month contract includes 9 paid holidays: Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Day, Martin Luther King Day, Good Friday, Memorial Day AND Fourth of July

12 month contract - 260 days

PM Columns are applicable to 2nd/3rd shift employee's only

ASHLAND COUNTY-WEST HOLMES JOINT VOCATIONAL SCHOOL DISTRICT
 1783 State Route 60, Ashland, OH 44805

SALARY SCHEDULE - MAINTENANCE

STEP	<u>2021-2022</u>	<u>2021-2022 PM</u>	<u>2022-2023</u>	<u>2022-2023 PM</u>	<u>2023-2024</u>	<u>2023-2024 PM</u>
0	17.26	17.36	18.77	18.87	20.34	20.44
1	17.53	17.63	19.06	19.16	20.63	20.73
2	17.81	17.91	19.34	19.44	20.92	21.02
3	18.06	18.16	19.60	19.70	21.19	21.29
4	18.34	18.44	19.89	19.99	21.48	21.58
5	18.61	18.71	20.17	20.27	21.78	21.88
6	18.86	18.96	20.43	20.53	22.04	22.14
7	19.14	19.24	20.71	20.81	22.34	22.44
8	19.42	19.52	21.00	21.10	22.63	22.73
9	19.68	19.78	21.27	21.37	22.91	23.01
10	19.94	20.04	21.54	21.64	23.19	23.29
12	20.16	20.26	21.77	21.87	23.42	23.52
14	20.38	20.48	21.99	22.09	23.65	23.75
16	20.61	20.71	22.23	22.33	23.90	24.00
18	20.82	20.92	22.44	22.54	24.12	24.22
20	21.05	21.15	22.68	22.78	24.36	24.46
22	21.27	21.37	22.90	23.00	24.59	24.69
24	21.48	21.58	23.13	23.23	24.82	24.92
26	21.70	21.80	23.35	23.45	25.05	25.15
30	21.89	21.99	23.54	23.64	25.25	25.35

NOTE: 12 month contract includes 9 paid holidays: Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Day, Martin Luther King Day, Good Friday, Memorial Day AND Fourth of July

12 month contract - 260 days

PM Columns are applicable to 2nd/3rd shift employee's only

Attachment AA
Education Support Personnel Evaluation Form

Employee: _____
Evaluator: _____

Position: _____
Date: _____

A-Demonstrates job knowledge	Outstanding	Meets Expectations	Needs Improvement
1-Demonstrates knowledge of all aspects of position			
2-Effectively applies knowledge to enhance performance			
3-Demonstrates proper use and care of equipment			
4-Identifies and uses available resources			
5-Collects and tracks appropriate data			
B-Demonstrates Job Competencies	Outstanding	Meets Expectations	Needs Improvement
1-Completes assigned tasks accurately			
2-Demonstrates ability to perform job responsibilities			
3-Organizes work			
C-Demonstrates Job Competencies	Outstanding	Meets Expectations	Needs Improvement
1-Manages time efficiently			
2-Meets deadlines for tasks assigned			
3-Practices safe work habits			
4-Stays on task and is productive			
5-Follows Supervisor instructions and guidelines			
6-Maintains confidentiality			
7-Independently seeks and assumes responsibility for tasks			
8-Seeks new and/or improved ways to complete tasks			
9-Exhibits appropriate dress and grooming			
10-Able to prioritize and identify critical job responsibilities			
11-Maintains a clean, organized, safe work area			
D-Maintains Effective Working Relationships	Outstanding	Meets Expectations	Needs Improvement
1-Exhibits positive attitude and actions			
2-Is flexible/adaptable to change			
3-Is respectful and considerate of others			
4-Is punctual			
5-Maintains regular attendance (not counting vacation, professional days)			
6-Functions effectively as a team member			
7-Responds positively to constructive feedback			
8-Demonstrates courtesy, effectiveness and efficiency in interactions with others			
9-Demonstrates good decision-making skills			

Appendix AA (Continued)

E-Professional Growth and Development	Outstanding	Meets Expectations	Needs Improvement
1-Participates in learning opportunities			
2-Willingly takes on additional and appropriate job duties when needed or requested			
3-Recognizes when assistance is needed and requests it			

Outstanding: Consistent exemplary performance, including in demanding situations or circumstances

Meets Expectations: Competent performance in most situations and circumstances

Needs Improvement: Improvement needed in key areas

Supervisor's Comments:

Staff Member's Comments:

SIGNATURE: Your signature on this form shows only that you received a copy of this report and your supervisor discussed it with you. It does not mean you agree with this evaluation. If you wish, you may submit an explanatory statement that will be filed with this evaluation. Additional materials must be submitted within ten (10) days.

Employee's Signature _____

Date: _____

Evaluator's Signature _____

Date: _____

Appendix BB

LIST OF STUDENT ORGANIZATION ACTIVITIES:

- 1- A minimum of four (4) monthly program meetings with minutes
- 2- Fall Advisors meeting**
- 3- Leadership Conference/Activity
- 4- Students running for Regional or State Office**
- 5- In Program Competition**
- 6- Regional Competitive Event (graded or judged
- 7- Grading or Judging Event
- 8- District Competitive Events
- 9- Banquet/Awards Ceremony**
- 10- Sponsoring a Regional/District Event**
- 11- State Competitive Event
- 12- National Competitive Event
- 13- Work Force Ready Assessments**
- 14- Skill Connect Assessments – Perkins IV Employability**
- 15- Instructor Webinar**
- 16- Student running for National Office**
- 17- Fundraiser
- 18- Community or Public Service project
- 19- Officer or Leadership book/competition/training
- 20- Celebrate and promote VSO Week (FFA, Skills, BPA, etc.)**
- 21- Regional Advisor Responsibility**
- 22- VSO Camp
- 23- Coordinate registrations and/or accommodations for off campus events**
- 24- Other Activities approved by Supervisor**
- 25- Role of General Skills USA Lead Advisor (Counts as two Activities)

**Asterisks denote those activities which may require additional pre-approval.

APPROVAL GUIDELINES

- 1- Activities, other than regular meetings, should be pre-approved by appropriate supervisor.
- 2- Many activities will be pre-approved through use of normal district forms, i.e. Field Trips, Conference Registration, Attendance at Professional Meeting, Fund Raisers, etc. These signed and approved forms are adequate pre-approval.
- 3- Taking more than one student to more than one Competitive Event at the same location and on the same date, qualifies as one activity.
- 4- Coordinators or Lead Advisors should be approved and submitted by the bargaining unit to Administration within the first six weeks of school.
- 5- Only one credit may be accrued for regular meetings, i.e., eight (8) meetings with minutes do not equal two activity credits.
- 6- In cases where there is more than one Coordinator or Lead Advisor for an Organization, shared credit for activities must be pre-approved by appropriate supervisor.

Ashland County-West Holmes Career Center
1783 State Route 60, Ashland, OH 44805

FORMAT OF MINUTES

MEETING MINUTES: _____
Club Name

Date and Time: _____

Officers Present: _____

Others Present: _____

Advisors Present: _____

**ANY MOTIONS MUST INCLUDE THE PERSON WHO MADE THE MOTION,
WHO SECONDED THE MOTION AND THE VOTE COUNT**

Old Business: _____

New Business:

Special Notes:

Officer Signature

Position

Advisor Signature



ATTENDANCE INCENTIVE REQUEST FORM

Printed Name _____

Personal Leave:

At the end of my current contract year, I certify that I have the following personal leave balance. I understand that I will receive \$95.00 for each full day of personal leave not used during the current school year as per the terms of the the current Negotiated Agreement. Please complete the following:

Current School Year: _____ And,

_____ # of full unused personal leave days for the current school year.

Sick Leave:

As per the Negotiated Agreement, bargaining unit members are paid for unused sick leave days as follows:

\$285.00 payment for not using any sick leave during the year

\$190.00 payment for only using one (1) day of sick leave

\$95.00 payment for only using two (2) days of sick leave

_____ # of sick leave days used during the current school year.

(To qualify for a payment under this section, this number must be 0, 1 or 2)

Signature

Date

This form is due to the Treasurer by June 30th. Payment will be made on the 2nd pay of July each year.

**Appendix FF
(continued)**



ATTENDANCE INCENTIVE - 12 MONTH SUPPORT PERSONNEL REQUEST FORM

Printed Name _____

12 Month Educational Support Personnel:

Educational Support Personnel are eligible for an additional bonus of \$100 if no personal or sick leave days are used during the summer (regular scheduled work days after the last and before the first student day).

_____ I certify that I used no Personal or Sick leave days during the summer months

Signature

Date

This form is due to the Treasurer by August 31. Payment will be made on the 2nd pay of Sept. each year.



www.healthreachwellness.com

Wellness Program Incentives

Completion of 15 total points through HealthReach Program

Achieving any combination of the following options to reach 15 points through each employee personal portal:

- Health Risk Assessment— 3 pts
- Biometric Screening— 10 pts
- Tobacco Declaration – 2 pts
- Flu Vaccine Declaration - 3 pts each
- Health Club Membership Declaration— 1 pts
- Monthly Fitness Challenges— 3 pts each
- Activity Challenges— 3 pts each
- Completion of Activity Tracker— 3 pts each
- Completion of On-line Disease Management Programs— 5 pts each
- Nutrition Challenges— 3 pts each
- Health Webinars – 1 pts each

All points must be earned each during the time period of January 1stDecember 15th

Ashland County-West Holmes JVSD

Wellness Incentive Options via Premium Reduction/HSA Contributions

\$1,500 PPO Plan or Grandfather Plan Premium Reduction

- Employees pay 15% of premiums with the option to earn wellness credits
- If employee earns 15 points in wellness credits – employee pays 13% of medical/dental/vision premiums

\$3,000 HDHP with Health Savings Acct HSA Contribution

- Employees pay 15% of premiums with the option to earn wellness credits
- The following table identifies board contributions to employee HSA account

Board HSA contribution	0 – 14 Points	15 Points
Single Plan	\$200	\$500
Employee + 1	\$400	\$1,000
Family Plan	\$750	\$1,500