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Master Agreement

between the

TRIWAY EDUCATION ASSOCIATION

and the

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

Effective

July 1, 2022 – June 30, 2025

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE 1. RECOGNITION.....	1
A. Recognition of the Association	1
B. Recognition of Board and Superintendent.....	1
C. Membership in Labor Unions.....	1
D. Definition of Full-Time.....	2
ARTICLE 2. NEGOTIATIONS PROCEDURE	2
A. Directing Requests	2
B. Representation	2
C. Assistance	2
D. Agreement.....	3
E. Disagreement	3
F. Rights of Individuals	4
G. Provisions Contrary to Law.....	4
H. Definitions & Miscellaneous.....	4
I. Modification	6
ARTICLE 3. ASSOCIATION PRIVILEGES	6
K. Committee Participation and Representation	6
ARTICLE 4. ASSURANCE CLAUSE.....	7
ARTICLE 5. GRIEVANCE PROCEDURE	7
A. Definition of Terms and General Policies	7
B. Informal Procedure	8
C. Formal Procedure.....	8

ARTICLE 6. EMPLOYEE WELFARE AND INPUT	10
A. Citizenship and Personal Freedom.....	10
B. Academic Freedom	10
C. Other Duties	10
D. Scheduling “Specials”	10
E. Appropriation Input	10
F. Supply Budgets	11
G. Release Time For Wayne County Fair	11
H. Curriculum	11
I. Administering Medication	11
J. Student Grades	11
K. Student Behavioral Problems	11
L. First Aid Supplies.....	12
M. Local Professional Development Committee	13
N. Education of Exceptional Students	14
O. Part-Time Positions	23
P. Labor/Management Committee	23
Q. Disciplinary Action	23
R. College Credit Plus (CCP).....	23
ARTICLE 7. PROCEDURE FOR HANDLING PARENTAL COMPLAINTS	24
ARTICLE 8. CLASS SIZE	24
D. Course Workload.....	25
ARTICLE 9. COVERING CLASSES OF ANOTHER TEACHER	26
ARTICLE 10. ANNUAL ATTENDANCE	26
D. Parent/Teacher Conferences.....	26

ARTICLE 11. SCHOOL DAY.....	27
D. Planning Time.....	27
E. Monthly Staff Meetings	27
F. Grade Level/Department Meetings.....	28
G. Common Planning Time	28
H. Flexibility.....	28
ARTICLE 12. ALLOWANCE FOR BOARD-APPROVED CONFERENCES/CLINICS/WORKSHOPS	28
ARTICLE 13. COMPULSORY DUTY	30
ARTICLE 14. PERSONAL LEAVE	30
ARTICLE 15. NO-PAY-EARN LEAVE (PAYROLL DEDUCTION).....	31
ARTICLE 16. ASSOCIATION LEAVE	31
ARTICLE 17. GENERAL AND MATERNITY/CHILD CARE LEAVE.....	31
A. General Unpaid Leave.....	31
B. Family and Medical Leave.....	31
C. Maternity/Child Care Leave	32
ARTICLE 18. OHIO NATIONAL GUARD, OHIO DEFENSE CORPS, NAVAL MILITIA AND RESERVES OF COMPARABLE FORCE	32
ARTICLE 19. SICK LEAVE	33
H. Sick Leave Bank.....	34
ARTICLE 20. ASSAULT LEAVE	36
ARTICLE 21. REDUCTION IN FORCE.....	36
A. Reason(s).....	36
B. Procedure	37
C. Notice	39
D. Recall	39

E. Bumping	40
ARTICLE 22. EVALUATION GUIDELINES	41
A. Purposes	41
B. Evaluation Parameters:	41
C. Definitions.....	42
D. Evaluators.....	44
E. Formal Evaluation.....	45
F. Finalization of Evaluation.....	49
G. Effectiveness Ratings	50
H. High Quality Student Data	51
I. Professional Growth Plans	52
J. Professional Improvement Plans	53
K. Improvement/Remediation Plans.....	53
L. Protections.....	54
M. Personnel Action	55
N. Joint Evaluation Committee	55
O. Counselor Evaluation Guidelines.....	56
ARTICLE 23. VACANCIES/TRANSFERS/ASSIGNMENTS	62
A. Vacancies	62
B. Voluntary Transfers	63
D. Assignments	65
ARTICLE 24. PERSONNEL FILES	65
ARTICLE 25. TEACHING CERTIFICATES/LICENSES	66
ARTICLE 26. CONTRACTS	66
A. Limited Contracts.....	66

B. Continuing Contracts	66
ARTICLE 27. EXTRACURRICULAR ACTIVITIES	68
E. Head Teacher Job	68
G. Extracurricular Salary Schedule	68
H. Co-Curricular Salary Schedule	71
ARTICLE 28. OTHER PAY	73
A. Extended Service	73
B. Summer School	75
C. Home Instructors	75
D. Curriculum Development	75
E. National Board Certification/Licensure Bonus	75
ARTICLE 29. TRAVEL EXPENSE	75
ARTICLE 30. SEVERANCE ALLOWANCE.....	76
C. Eligibility	76
F. Service Death Benefit.....	77
ARTICLE 31. EARLY RETIREMENT INCENTIVE PAYMENT	77
ARTICLE 32. PROFESSIONAL DEVELOPMENT FUND	77
ARTICLE 33. RESIDENT EDUCATOR PROGRAM.....	78
A. Purpose	78
B. Definitions.....	78
C. Committee	79
D. Mentors	79
E. Lead Mentors.....	80
F. Resident Educators and Teachers new to the district:.....	81
G. Protections.....	81

H.	Program Review/Revisions.....	82
I.	Records	82
ARTICLE 34.	SALARY AND PAYROLL	82
A.	Completion of Required Forms.....	82
B.	Additional Training.....	82
C.	Armed Forces of the United States Credit	83
D.	Prior Experience Credit	83
E.	150 HR Column Definition	83
F.	Year of Salary Credit	83
G.	Equal Employment	83
H.	Pay Periods	83
I.	Attendance Reports.....	84
J.	Salary Advancements.....	84
K.	Listing of Deductions	84
L.	STRS Pick-Up	84
M.	Paycheck Errors	84
N.	Salary Schedule Index.....	85
ARTICLE 35.	DEDUCTIONS	90
A.	Payroll Deductions For Dues.....	90
B.	Fair Share Fees (if applicable by law)	90
ARTICLE 36.	INSURANCES.....	91
A.	Availability/Deductions/Part-Time	91
B.	Hospitalization/Surgical/Major Medical	91
C.	Insurance Review Committee.....	96
D.	Hospitalization/Surgical/Major-Medical Insurance Opt Out.....	96

E. Group Term Life Insurance.....	97
F. Dental Insurance	97
G. Insurance While On Leave of Absence	97
H. COBRA Protection.....	97
I. Liability Settlements.....	97
J. Section 125 Plan	98
ARTICLE 37. TUTOR RIGHTS AND BENEFITS	98
A. Salary	98
B. Right To Interview For Teaching Position.....	98
C. Article 20 (Reduction In Force).....	98
D. Article 25 (Contracts).....	98
E. Article 35 (Insurances).....	98
F. Article 14 (Certified Personal Leave).....	99
G. Article 19 (Sick Leave).....	99
ARTICLE 38. REEMPLOYMENT OF RETIRED TEACHERS.....	99
ARTICLE 39. DURATION AND INTENT OF AGREEMENT	100
CONSENSUS STATEMENT – CLASS SIZE	102
GRIEVANCE FORM.....	103
RESIDENT EDUCATOR.....	138
CENTER FOR THE TEACHING PROFESSION.....	140
-- NOTES –	142

PREAMBLE

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

ARTICLE 1. RECOGNITION

A. Recognition of the Association

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

B. Recognition of Board and Superintendent

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

C. Membership in Labor Unions

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

D. Definition of Full-Time

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

ARTICLE 2. NEGOTIATIONS PROCEDURE

A. Directing Requests

1. The Association will make any requests for negotiations meetings directly to the Superintendent and Board in writing. The Board will make any requests for negotiations meetings through the Superintendent to the TEA President in writing. These requests shall be submitted on or before one hundred fifty (150) calendar days prior to the expiration of the Contract, with negotiations to begin one hundred twenty (120) calendar days prior to the expiration of the Contract.
2. Negotiations meetings shall be held at the request of either party involved, and further negotiations shall be completed within seventy (70) calendar days or by a mutually agreed time. Negotiations meetings shall be conducted in private unless mutually agreed by both parties. Negotiations will be conducted at least once every seven (7) days. The only exception to the aforementioned shall be in the case of hazardous weather, illness of team members, or reasons mutually agreed upon.

B. Representation

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

C. Assistance

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

D. Agreement

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

E. Disagreement

1. Responsibilities - The parties pledge themselves to negotiate in good faith and in the event of failure to reach agreement, to utilize in good faith such impasse procedures as are or may be provided by this Agreement.
2. Impasse Procedure
 - a. If fifty (50) calendar days before the expiration of the existing Agreement, the parties are unable to reach an Agreement, either party shall have the right to declare impasse and request the assistance of a Mediator from the Federal Mediation and Conciliation Services (FMCS) and such request shall be deemed a joint request. The request for assistance shall be sent to the Federation Mediation and Conciliation Service in accordance with FMCS guidelines.
 - b. If an impasse exists forty-five (45) calendar days before the expiration of the Agreement, SERB shall appoint a mediator to assist the parties in the bargaining process. In the event that the services of a mediator are called upon, the mediator process shall last for a minimum of thirty (30) days or until the expiration date of the Contract, whichever is less. The Board and the Association may mutually agree to modify the timelines stated in this section.

F. Rights of Individuals

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

G. Provisions Contrary to Law

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

H. Definitions & Miscellaneous

1. "Negotiations" means conferring, discussing, and bargaining in good faith by the Board and its designated representatives and the Association through its designated representatives in an effort to reach agreement in accordance with ORC 4117.08.
2. "Good faith" involves coming to the negotiating table with the intention of negotiating, not dogmatically pursuing preconceived stands. Good faith requires that the Association and the Board be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reason or to offer counterproposals. Good faith requires both parties to recognize negotiations as a shared process. The obligation of the Board or its representatives and the representatives of the Association is to meet for purposes of negotiations but does not compel either party to agree to a proposal or require the making of a concession.
3. "Days" shall mean calendar days.
4. In the event this Agreement expires, all negotiations will be conducted by the rules stated herein until such time as a successor Agreement is agreed upon.
5. Study Committees - The parties may appoint by mutual agreement, joint ad hoc study committees to research, study, and develop projects, reports and programs and to make recommendations on matters under consideration. The committees shall report all findings to both parties.

6. Exchange of Information - Upon reasonable request, the Superintendent shall make available to the Association and the Association shall make available to the Superintendent such information as is pertinent to the issues under negotiation. If such information is not available or existing, both teams are responsible for gathering information. However, nothing herein shall require the Superintendent or the Association to make available any confidential information or report expressly compiled for the use of the Board and its negotiators or the Association and its negotiators; nor shall either party be compelled to compile data, etc.

7. While Negotiations Are In Progress
 - a. Protocol: No action to coerce or censor or penalize any negotiations participant shall be made or implied by any member or either party as a result of participation in the negotiations process.

 - b. Caucus: The chairperson of either group may recess his/her group for independent caucus at any time. A caucus shall be for a period of up to thirty (30) minutes, unless otherwise mutually agreed.

 - c. Item Agreement: As negotiation items receive tentative agreement, they shall be reduced to writing and initialed by the chairperson/designee of each team.

 - d. Schedule of Meetings: Unless the parties agree otherwise, prior to impasse, each meeting shall conclude with the parties scheduling the next negotiations meeting.

 - e. Authority of Teams: While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

 - f. Dissemination of Information
 1. The parties' representatives shall respect the confidential nature of the bargaining sessions and the negotiations process meetings.

 2. Prior to Impasse, only periodic progress reports approved by both parties shall be released to news media during negotiations.

 3. Progress reports may be made to the Board and to the Association and its affiliates. Constituents are to respect the confidentiality of such reports.

I. Modification

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

ARTICLE 3. ASSOCIATION PRIVILEGES

- A.** The Association has the right to submit topics for consideration or comment on items under consideration by the Board in accordance with citizens' participation procedures listed in the Board section of the Policy Book.
- B.** The Association President will receive one (1) copy of the Board meeting agenda prior to each regularly scheduled Board meeting and other such material as is provided to the Board except on matters privileged and/or confidential in nature.
- C.** The Association has the privilege of participating in the orientation for new teachers.
- D.** Facilities may be used by the Association with prior approval of the Superintendent and the Principal. Further, the Association will be responsible for expenses for custodians, etc., and damage to said facility. The privilege may be revoked by the Superintendent if the aforementioned provisions are not followed.
- E.** The Association may use the bulletin board in the teachers' lounge.
- F.** The Association may use the public address system for announcements with prior approval of the Principal.
- G.** The Association may use the internal mail system.
- H.** Professional staff members will not be harassed by the Board or the Association regarding their preference to be members or refrain from membership in the Association.
- I.** The Board Policy Manual will be placed on CDs as well as available electronically. The Association President will be given two (2) copies of the CDs.
- J.** All proposed changes in the Board Policy Book will be forwarded to the Association President as a part of the Board agenda.
- K. Committee Participation and Representation**
 - 1. The Board shall notify the Association of any new or potential committee and its membership. Any District-wide or building committee shall allow for input from the Association on the issues discussed.

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

ARTICLE 4. ASSURANCE CLAUSE

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

ARTICLE 5. GRIEVANCE PROCEDURE

A. Definition of Terms and General Policies

1. A "grievance" is defined as an alleged violation, misapplication, or misinterpretation of this Agreement.
2. The purpose of the grievance procedure is to secure, at the lowest possible level, acceptable solutions to grievances.
3. The "grievant" is defined as an employee, group of employees, or the Association who have a grievance and who may have the grievance processed by his/her representative.
4. "Days," used in reference to limitations in this procedure, shall refer to calendar days excluding Saturdays, Sundays, holidays, and vacations for the persons involved. However, if the concerned parties are in mutual agreement, limits may be adjusted. Vacation days will be limited to four (4) weeks.
5. All grievances will be filed at the lowest possible level, which means that level of the grievance procedure at which the Administrator deciding the grievance has authority to make a resolution.
6. At any level, a grievance may be withdrawn by the alleged aggrieved party. Failure of the alleged grievant to follow the prescribed timelines makes the grievance null and void, and the facts or circumstances upon which the grievance was based may not be re-filed.
7. In order to be considered timely, all grievances shall be filed at the formal level within thirty (30) days of the date when the grievant knew or should

have known of the alleged violation, misapplication, or misinterpretation of this Agreement.

8. The Association President, the building representative, and the grievant will be released with pay from duties to attend any hearing. This absence will be charged to Compulsory Leave. If the hearing ends prior to the middle of his/her respective teaching day, the teacher shall return to regular duty.

B. Informal Procedure

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

C. Formal Procedure

1. Immediate Supervisor

- a. Within the time limits specified in A7, above, a grievant shall write the grievance on a grievance form (Appendix A) provided by the Board, giving the facts and indicating the basis for the grievance, sign it, and give it to the Immediate Supervisor. The Immediate Supervisor shall respond to the grievant within five (5) days.
- b. If satisfactory agreement is reached, the Immediate Supervisor shall write the settlement on the grievance form, co-sign it with the grievant, and return one copy of the form to the grievant, one copy to the Association President, and one copy to the Superintendent.
- c. If a satisfactory agreement is not reached, the Immediate Supervisor shall write his/her disposition and sign his/her name. He/She shall return one copy to the grievant, one copy to the Superintendent, and one copy to the Association President.

2. Superintendent

- a. If Step One fails to resolve the grievance, the grievant shall, within five (5) days, make a written request to the Superintendent to study the grievance. The Superintendent shall schedule a conference to be held within ten (10) days of the receipt of the grievance. The Superintendent shall respond within fifteen (15) days of receipt of the grievance.
- b. If satisfactory agreement is reached, the Superintendent shall write the settlement on the grievance form, co-sign it with the grievant, and return one copy of the form to the grievant and one copy to the Association President.

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

3. Board of Education

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

4. Arbitration

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

add to, subtract from, or modify the provisions of this Contract, or to render a decision inconsistent with the provisions of this Contract. If there is any question as to arbitrability, arbitrability shall be determined by the arbitrator as part of the arbitrator's decision.

ARTICLE 6. EMPLOYEE WELFARE AND INPUT

A. Citizenship and Personal Freedom

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

B Academic Freedom

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

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

C. Other Duties

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

D. Scheduling "Specials"

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

E. Appropriation Input

Budget input from the teachers will be allowed at their faculty meetings. Teachers may submit their requests for supplies, equipment and other needs to their department heads. The department heads, who are responsible for department resources, shall take the requests to the building principal for consideration to purchase. Twice yearly, the Treasurer will present to the TEA an update on the

District finances and receive input. Teachers are encouraged to submit suggestions related to budget savings. Ultimately, the Board retains the right to allocate and budget funds.

F. Supply Budgets

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

G. Release Time For Wayne County Fair

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

H. Curriculum

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

I. Administering Medication

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

J. Student Grades

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

K. Student Behavioral Problems

When a student is assigned to a teacher(s), the administration, if aware, will notify the teacher(s) prior to placement of the student in the teacher's classroom and/or workload, if such student has a known history of criminal type behavior of an aggressive, violent nature. Upon notification of any such student, the teacher may request a conference with appropriate individuals to discuss proactive behavioral strategies in dealing with said student. If a student is on a BIP/IEP/504 or if a behavioral assessment is in progress, the teacher(s) will receive appropriate training on the behavioral strategies/triggers of said student.

Student Discipline

The parties agree that there is a mutual desire to continue engaging the whole workforce with professional development regarding the growing and diverse trauma-based needs, social emotional needs and behavior modification needs of the student population.

Furthermore, the parties agreed that there are unique environments and challenges within each worksite that dictate the necessity of site-based student behavior and discipline solutions. The worksites shall collaboratively work with their respective Administrator(s) and bargaining unit members to develop behavior support programs that work specifically for their cultures, employees and students. The Association will notify the principal of the bargaining unit members who will participate in the worksite committees who will discuss, plan, and implements student behaviors and behavior support programs.

Additionally, the principal, working cooperatively with TEA will develop guidelines for teachers sending pupils to the office, appropriate de-escalation and classroom reintegration for the student, and the disposition of related problems. These guidelines will be reviewed with the building staff at the beginning of each school year.

A teacher may refer to the principal or his/her representative, for appropriate action, any student who seriously interferes with the learning opportunities of other children in the classroom, or who fails to comply with a teacher's reasonable request in any school setting. The teacher will communicate in writing on a completed Student Behavior Referral Form or, in cases of emergency in person, the nature of the problem and any steps the teacher has taken to remediate the problem, to the appropriate Administrator. A completed Student Behavior Referral Form (SBR) [Appendix ?] shall be returned to the teacher by the appropriate Administrator within two (2) school days of the referral. In order to design effective student discipline and behavior strategies, the parties recognize the importance of on-going collaboration and shared information between the teacher and administrator when determining what is the appropriate disciplinary action that aligns with building PBIS plans and/or behavior modification plans.

During the first staff meeting at each building for a new school year, the student code of conduct will be distributed and discussed, specific to discipline related concerns. The information shared will include a discussion of the forms and processes the staff and administration will follow in handling student discipline matters.

L. First Aid Supplies

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

M. Local Professional Development Committee

1. A Local Professional Development Committee (LPDC) shall exist to oversee and review professional development plans for continuing education and CEU credits (if approved by the State of Ohio.). The primary responsibility of the LPDC is to review educators Individual Professional Development Plans and ensure the identified goals and strategies are relevant to the needs of the district, school, students, and educator. Such decisions will be based on the committee's local criteria and be aligned to the Ohio Standards for Professional Development. To ensure that educators engage in appropriate professional development activities, the IPDP must be submitted and approved prior to beginning the coursework or activities for which the educator seeks approval.
2. The term of office for LPDC members shall be three (3) years. For determining the terms beginning with the 2022 - 2023 school year, the terms shall be assigned as staggered ([one] 1 year term, [two] 2 year term, and three [3] year term). The assignment of said terms is for the purpose of establishing a proper rotation in order to provide continuity. In the event that a LPDC member is unable to complete a term, the respective representative (Association or Superintendent) shall appoint a replacement to complete the vacated term of office. A member of the LPDC may not be appointed to more than two (2) three (3) year terms. The LPDC shall annually review the ground rules for the committee operation and the standards/criteria necessary to grant approval to professional activities of the IPDP.
3. The LPDC shall be composed of four (4) persons appointed by the Association, which shall have as representation: Elementary, Middle School, High School, Intervention Specialist/School Counselor and three (3) persons appointed by the Superintendent. Vacancies arising during the term shall be filled in the same manner.
4. LPDC decisions shall be determined by majority vote of the LPDC. The LPDC shall elect co-chairpersons, one (1) of the co-chairs will be from the Association and one (1) of the co-chairs will be from Administration. It is the Co-Chairperson's responsibility to prepare agendas and minutes for each meeting.
5. The LPDC shall develop and maintain an independent appeals procedure for appeals from decisions of the LPDC whose decisions are not grievable. Administrators and the Treasurer, whose plans are denied, may appeal to the Board of Education per the Board appeals procedure as the alternative to the LPDC's independent appeals process.
6. The LPDC shall meet at mutually agreeable times, at least three (3) times per semester. Annually by September 15, the committee will announce to

the staff, the dates and times for the six (6) required meetings during the school year. Additionally, the committee shall mutually schedule two (2) meetings during the summer. Summer meeting date/times will also be announced to the staff. The committee members may mutually agree to schedule additional meetings. The LPDC will meet one-half (½) days during the work year for the aforementioned meetings that occur during the work-year. The Board will provide substitutes, as are necessary. Additionally, any meetings that are scheduled which are in addition to the six (6) required during the school year or if any other staff are included other than members of the LPDC are included in the meetings, said meetings will be held after school hours with the time and dates posted for all certificated/ licensed staff. The Co-Chairpersons of the committee shall each receive a stipend of one thousand four hundred dollars (\$1400.00) each. The remaining members of the LPDC shall receive a stipend of one thousand dollars (\$1,000.00).

7. LPDC members shall be afforded the opportunity to attend training related to performance of their duties, subject to the Superintendent's approval. Where such training occurs during the regular workday, paid release time shall be granted not subject to any Professional Leave restrictions but subject to the approval of the Superintendent, whose approval shall not be unreasonably withheld.
8. The Board, working in collaboration with the Superintendent, will provide and pay for secretarial services, certificate/license tracking services, and storage of information and files for the LPDC.
9. Professional staff members who are required to complete the IPDP process for the purpose of licensure renewal should submit all activities to be considered for the renewal of their licensure into the prescribed electronic program for their Individual Professional Development Plan (IPDP) by May 1.
10. Annually, the LPDC shall communicate the certification/licensure status of staff to the Superintendent by September 30.

N. Education of Exceptional Students

1. Definitions
 - a. IEP: An Individualized Education Plan (IEP) is a comprehensive document that serves as a blueprint or roadmap for a child with special education services. It includes comprehensive information about a child's diagnoses, needs, recommended services, and accommodations, and anything else pertaining to the child's unique identifying factors. The IEP is formal and legally binding and is the result of a comprehensive evaluation.

- b. 504: A 504 plan is a map or plan that deals specifically with how a child will be learning within the school and does not equate to a diagnosis or formal special education services. The name of the document arises from Section 504 of the Rehabilitation Act of 1973 which prohibits discrimination against people with disabilities who are in need of accommodations. A 504 plan is issued to students who are able to participate in a general education classroom, but still need accommodations that the school must provide.
- c. ETR: An Evaluation Team Report (ETR) is created by the evaluation team and is a summary of the findings from an initial evaluation or a reevaluation of a student with special needs.
- d. BIP: A Behavior Intervention Plan (BIP) is a written plan that teaches and rewards good behavior. It can be a single page or many pages. The purpose is to prevent or stop misbehavior, not just punish the child. The BIP has three (3) key parts. First, the plan lists the problem behavior. Second, it describes why the problem behavior is happening. Third, it puts in place strategies or supports to help correct the problem behavior.
- e. RTI: Response to Intervention (RTI) is a multi-tier approach to the early identification and support of students with learning and behavior needs. The RTI process begins with high-quality instruction and universal screening of all children in the general education classroom.
- f. "Gifted" means students who perform or show potential for performing at remarkably high levels of accomplishment when compared to others of their age, experience, or environment and who are identified under division (A), (B), (C), or (D) of section 3324.03 of the Revised Code.
- g. WEP: A Written Education Plan (WEP) is a document that outlines the goals of service for students who are gifted. It may include both academic and affective goals. The plan also must specify for parents the timeline and methods for reporting student progress toward these goals. Each student who is receiving gifted services must have a Written Education Plan. Districts must develop the Written Education Plan in collaboration with an educator who has a license or endorsement in gifted education.
- h. Workload: all services and duties assigned to service providers. This consists of direct and indirect (including, but not limited to meetings, paperwork, professional development) service to children including gifted, with and/or without disabilities.

- i. Caseload: the number of children who receive specially designed instruction or direct related service from a service provider to include gifted students and/or student with disabilities.
- j. Serve: fulfill the service role of preschool and school-age service providers under OAC Rule 3301-51-09(G)(3). Therefore, “serve” includes direct and indirect activities such as: direct services and interventions, diagnostics, paperwork, arranging parent involvement, meetings, correspondence, planning, lesson preparation, prevention activities, professional development and collaboration with general education teachers.
- k. Intervention Assistance Team (IAT): a building team designed to support students, parents, and teachers. The team consists of school personnel including administrators, teachers, and counselors who will work with parents to identify possible ways to help a child experience greater success.
- l. RIMP: A school must create a Reading Improvement and Monitoring Plan, also known as a RIMP, for a student who is not on- track (reading below grade level) within sixty (60) days of receiving the reading diagnostic results.

2. Students with Disabilities and Gifted Students

- 4. The Association and the Board recognize the District's obligation to provide a free appropriate public education for students with disabilities under IDEIA and/or Section 504 as well as gifted students under Ohio Revised Code 3324. The parties further recognize that Federal and State statutes and regulations require that disabled students be educated "to the maximum extent appropriate" with children who are not disabled by providing special education, related services, and supplemental aids and services in the least restrictive environment and that the board of education in accordance with Board Policy shall identify gifted students in grades kindergarten through twelve and develop a plan for the service of gifted students enrolled in the district that are identified under section 3324.03 of the Revised Code. In providing a free appropriate public education, the parties acknowledge that the needs of each individual disabled student and individual gifted student will dictate the environment in which the child is educated and that each student's individualized education program will be developed in accordance with their unique special needs.

3. Provisions of students with disabilities
 - a. Recognizing these statutory obligations, the continuum of options available to disabled students, and the potential impact and additional teacher workload of these obligations and options in a regular education classroom setting, the following factors will be considered:
 - 1) The educational benefits, both academic and nonacademic, available to a disabled student in the regular classroom setting and the disabled student's progress, with appropriate supplemental aids and services;
 - 2) The effects and impact of the disabled student's inclusion in the regular education classroom setting upon the other children in the class, both positive and negative (e.g. unreasonable classroom disruptions or diversion of instruction time despite appropriate supplemental aids or services); and
 - 3) The cost of necessary supplementary services.
 - b. Any teacher involved in educating a student who is being served under an IEP/BIP or 504 Plan will be given a copy of the IEP/BIP/504 plan.
 - 1) Teachers will be given the opportunity to provide input and feedback in the development, implementation or revision of the plan.
 - 2) The IEP/BIP/504 Plan will designate the individual to whom the teacher should go to discuss questions and concerns related to Section N2, above, or seek revisions or interventions.
 - c. IEP/IAT Meetings
 - 1) Bargaining unit members who are unable to attend an IEP/IAT meeting may submit the required input on the plan prior to the scheduled IEP/IAT meeting.
 - 2) Bargaining unit members required or invited by the Building Administrator to attend an IEP/IAT meeting will be paid twenty-five dollars (\$25.00) per hour or fraction thereof for meetings held outside the workday. Time sheets shall be submitted monthly to the building principal.

- 3) If parents are able to attend meetings during the workday, Building Administrators/IEP Case Managers will attempt to schedule the IEP/IAT meeting during work time.
 - 4) Building Administrators/IEP Case Managers will attempt to avoid scheduling IEP/IAT meetings during the regular education teacher team member's daily preparation period.
 - 5) Building Administrators will use building substitutes to cover classes for regular education teachers who are required to attend IEP/IAT meetings as a member of the team.
 - 6) A teacher who is to implement any part of an IEP/IAT and who has reason to believe that the student's placement is inappropriate may request an IEP/IAT team meeting.
- d. Recognizing that special classes, separate schooling, or removal of children with disabilities from the regular education environment may occur only when the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily; the District will be proactive in:
- 1) Exploring outside resources that will support and assist the affected teachers in providing education in the least restrictive environment;
 - 2) Providing inservice training to teachers to assist in addressing the needs of disabled students in a regular education classroom environment;
 - 3) Exploring successful models of inclusive programs in a regular education environment for consideration and possible implementation; and
 - 4) Providing the individualized supplementary aids and services, including personnel, that may be necessary to provide instruction, medical procedures, or custodial care in a regular education environment.
- e. To the extent practical, ETR/IEP/BIP/504 meetings or staffings will be held during the workday.
- f. Special education teachers (exclusive of tutors) will be provided two (2) days of release time per year and up to fifteen (15) hours at twenty-five dollars (\$25.00) per hour for time outside of the workday/work year for drafting of IEPs. The special education teachers shall submit a time sheet for time worked outside of the

school day/assigned workdays in the school calendar to their assigned supervisor. Special education teachers shall be provided release time, as has been the practice, to conduct IEP conferences. Additional hours for time outside of the workday/ work year and/or release time for preparing IEPs/BIP/504 will be submitted to the Special Education/Gifted Education Committee for consideration.

- g. Nothing in this Article shall conflict with Federal or State laws governing the education of students with disabilities.
- h. Specialized Health Care Procedures
 - 1) Teachers in MD units with medically fragile students will be trained in any procedure necessary to protect the child.
 - 2) Teachers, other than MD teachers with medically fragile students, shall not be requested or required to perform any medical procedure including, but not limited to, gastrostomy tube feedings, catheterizations, or tracheotomy suctioning of a student. Trained MD teachers may be requested but are not required, except in emergencies, to perform any medical procedure including, but not limited to gastrostomy tube feedings, catheterizations, or tracheotomy suctioning of a student.
- i. Any issues relating to the following topics are not grievable:
 - 1) a student's eligibility for special education or accommodations under the IDEIA or 504 Plan;
 - 2) the contents or appropriateness of a student's IEP/504 Plan; or
 - 3) the student's placement.

4. Provisions of Gifted Services

This section describes the gifted services as defined by the Ohio Department of Education. The parties will work collaboratively through the Joint Special Education/Gifted Education Committee to develop a gifted program structure that best meets the needs of the students and staff.

- a. Gifted services must include instruction that is differentiated from the standard curriculum for that course in depth, breadth, complexity, pace, and/or where content is above-grade level.
- b. Services shall occur during the typical instructional day with flexibility allowed for the scheduling of district-approved internships or

mentorships and higher education coursework, including credit flexibility.

- c. Gifted Instructional time, class size, and caseload ratios for all service settings shall be equivalent to districtwide instructional time, class size, and caseload ratios for the corresponding subject, grade level, and setting under Chapter 3301-35 of the Administrative Code with exceptions as noted per paragraph (D)(4) of this rule.
- d. A continuum of services provided by each district board of education, where content is delivered per paragraph (D)(1) of this rule, may include but is not limited to such options as the following:
 - 1) A full-time self-contained classroom where the gifted intervention specialist is the teacher of record and all students are identified as gifted. A maximum of twenty (20) students at one time is permitted in this setting. The department of education, office for exceptional children, shall establish policies and procedures for granting temporary waivers related to this setting;
 - 2) A single subject self-contained course where the gifted intervention specialist is the teacher of record and all students are identified as gifted;
 - 3) Services through co-teaching in a cluster grouping setting where a group of students who are gifted is deliberately placed together in a classroom where one teacher is a gifted intervention specialist with a maximum of twenty (20) students who are gifted at any one (1) time and a maximum caseload of eighty (80) students who are gifted. The teachers shall be provided with regularly scheduled collaborative planning time. Each student served in this setting shall be provided instruction for no less than one (1) core content class period a day or an average of fifteen percent (15%) of the school week. The department of education, office for exceptional children, shall establish policies and procedures for granting temporary waivers related to this setting;
 - 4) A resource room/pull-out where the gifted intervention specialist has a maximum of twenty students who are gifted at any one (1) time and a maximum caseload of eighty (80) students who are gifted. Each student served in this setting shall be provided instruction for no less than one (1) core content class period a day or an average of fifteen per cent of the school week. The department of education, office for

exceptional children, shall establish policies and procedures for granting temporary waivers related to this setting;

- 5) Cluster grouping where a small group of students who are gifted is deliberately placed together in a classroom. Each student served in this setting shall be provided instruction for no less than one (1) core content class period a day or an average of fifteen percent (15%) of the school week;
- 6) An honors course;
- 7) An international baccalaureate course;
- 8) An advanced placement course;
- 9) Services through a trained arts instructor;
- 10) Grade acceleration, early entrance to kindergarten or first grade, subject acceleration, or early graduation from high school per district acceleration policy approved under section 3324.10 of the Revised Code;
- 11) Dual enrollment opportunities including but not limited to college credit plus;
- 12) In internships and mentorships; and/or
- 13) Educational options including credit flexibility, advanced online courses and programs and other options as defined in rules 3301-35-01 and 3301-35-06 of the Administrative Code.

e. Teachers providing coordinating services or services directly to students will provide information to the Joint Special Education/Gifted Education Committee regarding the workload of providing these services that should be compensated.

5. Other

- a. Teachers preparing data collection for RTIs and progress monitoring will be provided up to eight (8) hours per year at a rate of twenty-five dollars (\$25.00) per hour or fraction thereof. Each teacher shall submit a time sheet at the end of each quarter to his/her building principal.
- c. Members of the bargaining unit who are Speech Language Pathologists will have the ability to create a yearly work schedule format that meets the needs of servicing students and efficiently maintains the workload. (i.e. monthly schedule of three (3) weeks

direct service/instruction and one (1) week indirect service). The work schedule shall be submitted to the Superintendent or designee for approval.

- d. The Board must use a workload process to determine the service provider's caseload such as the calculator provided by the Ohio Department of Education. Once the Board in conjunction with the individual service provider determines the workload, they must decide if the workload can be completed as it is assigned. If not, the district must make changes. In addition, the Board and service provider(s) will evaluate workloads at different points during the school year. The Board can use the Ohio Department of Education workload process to make decisions about the workloads of service providers based on information put into the calculator. This process supports Rule 3301-51-09 of the Ohio Operating Standards for the Education of Children with Disabilities.
- e. Any bargaining unit member, who participated in required and/or assigned professional development such as Physical restraint and seclusion training, registered behavior technician training, etc. outside of the workday/work year shall be compensated at a rate of twenty-five dollars (\$25.00) per hour.

6. Joint Special/Gifted Education Committee

A joint committee shall meet on a monthly basis to develop and review policies and practices related to the delivery of student and Special Education services in the District and be proactive in resolving issues of concern to both parties. The committee shall consist of an equal number of members appointed by the President of the Association and administrators appointed by the Superintendent. Nothing in the structure of this committee precludes the committee to establish sub committees to carry out the work of the committee. The committee will review the time commitment necessary to perform the tasks charged to this committee and make a recommendation in April of 2023 of compensation awarded to committee members. Topics that the committee shall address include but are not limited to:

- a. Workloads
- b. Paperwork reduction, duplication, data collection and information management
- c. Support for IEP due process requirements
- d. Selection and use of funds for curriculum and materials
- e. Facilities and working conditions

- f. Professional development
- g. Support for schools to deliver focused interventions for students with special needs
- h. Preparation time

Teachers shall have the right to initiate discussions or bring issues to this committee relative to any of these topics with the expectation that this committee will act as a non-partial mediating body to address concerns and resolve issues that are systemic in a timely manner.

O. Part-Time Positions

Part-time positions will be kept to a minimum.

P. Labor/Management Committee

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

The Labor Management Committee will meet to discuss and develop a recommendation regarding the processes, procedures, and working conditions related to Remote/E-Learning. Recommendations will be presented to the parties for ratification.

Q. Disciplinary Action

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

R. College Credit Plus (CCP)

1. Any classes offered by the district to students through the College Credit Plus Program shall be first offered to qualified bargaining unit members.
2. To be qualified to teach a College Credit Plus ("CCP") course, a bargaining unit member must be an adjunct professor at a college or university. If the Board has requested a teacher provide the instruction for a CCP class and that teacher needs to take extra credits in order to become certified, the Board will pay the costs of those credits.

3. Members who teach CCP courses will receive a stipend of \$750 for each CCP course.
4. A teacher being requested by the Board to teach a CCP class has the right to refuse such a request.
5. Any evaluation done by the Higher Education institution of a bargaining unit member teaching a CCP class will not have that evaluation impact the teacher's individual OTES evaluation.

ARTICLE 7. PROCEDURE FOR HANDLING PARENTAL COMPLAINTS

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

ARTICLE 8. CLASS SIZE

- A.** Triway Local Schools will comply with the following regarding pupil-teacher ratios:
 1. Forty (40) classroom teachers per 1,000: Basic ADM
 2. Not counted in the aforementioned:
 - a. Administration,
 - b. Special Education Teachers,
 - c. Vocational Education Teachers,

- d. Federally-funded employees, and
- e. E.S.P. people counted in the five (5) per 1,000 ratio for that category.

B. Triway Local Schools will comply with the following E.S.P. pupil ratios:

1. Five (5) E.S.P. people per 1,000: Basic ADM
2. E.S.P. people are:
 - a. Elementary Physical Education
 - b. Elementary Music
 - c. Elementary Art
 - d. Guidance Counselor
 - e. Visiting Teachers
 - f. Librarians
 - g. Nurses

C. The administration will utilize individual teacher/school counselor input, grade level input, and department input into the creation of the schedule. (i.e., teacher intent forms, grade level team meetings, department head meetings, etc.)

D. Course Workload

1. No middle school or high school teacher can be assigned to teach more than six (6) instructional periods.
2. A teacher may agree to teach a seventh period with additional compensation. Such teacher shall receive a supplemental contract and be compensated at one-seventh (1/7) of his/her individual salary.
3. No academic core teacher (ELA, Math, Science, Social Studies excluding special education and CCP coursework) can be assigned more than four (4) different core courses per semester to prepare and deliver instruction. A teacher may make a request to teach more than four (4) different courses. Such requests will be considered on a case-by-case basis. Consideration by administration will take into account the number of students and the impact the additional course will have on the master schedule.
4. Titan time is considered tutoring time. A teacher who participates in Titan time during the school year shall not be assigned an additional duty during the designated Titan time.

5. If the instructional day is modified in such a manner that the number of instructional periods is altered, the parties agree to meet to discuss such changes and the impact it would have on items in this Article.

ARTICLE 9. COVERING CLASSES OF ANOTHER TEACHER

- A. All reasonable efforts will be made by the administration to secure a substitute teacher for a teacher absent from the class.
- B. A bargaining unit member who is covering a class(es) will be compensated at a rate of twenty-five dollars (\$25.00) per day. Teachers who perform this duty shall be rotated, if at all possible.
- C. Students will not be placed in the library for covering classes.
- D. A scheduled study hall ratio shall not be greater than fifty (50) to one (1) bargaining unit member. As a result of staff absences, if a study hall exceeds a 50:1 ratio, the building administrator will make every reasonable effort to secure additional support for the study hall. At no time shall a study hall bargaining unit member's student-to-teacher ratio exceed 75:1.

ARTICLE 10. ANNUAL ATTENDANCE

- A. The Board will receive input from the staff when developing the calendar, through a proposal submitted by the Association for consideration within thirty (30) days of the Superintendent's request to the Association President for input. Final decision on the calendar will comply with State law and will be at the discretion of the Board. Further, all make-up days will be built into the calendar and adopted with the calendar.
- B. The teacher school year will be a maximum of one hundred eighty-four (184) workdays [one hundred eighty-five (185) for teachers new to the District], which will include:
 1. One hundred eighty (180) student contact days including two (2) parent/teacher conference days; and
 2. For docking purposes, the division to determine daily rate shall be the number of contract days.
- C. If the State of Ohio modifies the required school year, the parties shall meet to negotiate the maximum number of workdays.
- D. **Parent/Teacher Conferences**
 1. Parent/Teacher conference dates, including starting and ending times, will be identified in the adopted school calendar and shared with teachers prior

to the opening of the school year. Thus, determination for conference times must be done prior to the Board vote on the school calendar.

2. All teachers will be released as has been done in the past, meaning the Monday after Thanksgiving and the Friday before the Monday of Presidents' Day. Bargaining unit members shall be released from work as compensatory time for the four (4) annual evening conferences, unless otherwise agreed to by the Board and the Association.

ARTICLE 11. SCHOOL DAY

- A.** The school day will be seven and one-half (7½) hours and will maintain the current eight (8) period day at the High School. The elementary day will begin at 8:15 AM and end at 3:45 PM. The secondary day will begin at 7:30 AM and end at 3:00 PM.
- B.** The student day will be 8:40 AM – 3:30 PM for elementary, 7:52 AM – 2:46 PM for Middle School and 7:52 AM – 2:46 PM for High School.
- C.** Each teacher shall be granted at least thirty (30) minutes duty free lunch each school day during which time he/she shall not be required to perform any school activity, and said teachers may leave school premises at lunch time after notifying the Principal or secretary. If a teacher is assigned by an administrator and it is mutually agreed upon by the bargaining unit member to work with a student during their duty-free lunch, s/he shall be paid at a rate of twenty-five dollars (\$25.00) per hour.
- D. Planning Time**
 1. High School and Middle School - Planning time shall be equal to at least one (1) teaching period within the student day.
 2. Elementary - Planning time shall equal at least two hundred forty (240) minutes per week per teacher. Two hundred (200) minutes of the planning time shall occur during the student day and the remaining forty (40) minutes during the workday. One (1) of the planning time periods that occurs outside the student day can be used for Section E – Monthly Staff Meetings.
 3. Planning time is teacher directed. "Planning time" shall be defined to mean time spent in the act of professional preparation to conduct instructional activities.

E. Monthly Staff Meetings

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

F. Grade Level/Department Meetings

Grade Level/Department Meetings will be a maximum of one (1) meeting per month scheduled collaboratively with the administrator.

G. Common Planning Time

When establishing teacher schedules, the administration will make reasonable efforts to schedule common planning time for classroom teachers and intervention specialists. An attempt will be made to schedule common planning time among same grade teachers at least once per week.

H. Flexibility

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

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

A. The statute provides that any Board employee may, at Board discretion, receive compensation and expenses for days on which he/she is excused by the Board to attend professional meetings, and the Board may provide and pay the salary of a substitute for such days.

B. A teacher does not have a vested right to attend any such meetings. The attendance at and the right to receive compensation and expenses for meetings, rests in the discretion of the Board except as provided herein.

C. Under the following conditions, the Board will approve clinics and workshops to at most Forty Thousand Dollars (\$40,000) per school year, to be prorated among the buildings based upon the number of staff members in each building. These training funds shall not be used for board directed attendance at conferences, clinics, and/or workshops. [Unencumbered dollars remaining as of March 15 shall be pooled and available to all teachers.]

1. For Board-approved workshops, clinics, and conferences held within or outside the State, the Board will provide a paid classroom substitute for up to two (2) District teachers released to attend such functions. The Superintendent may approve in excess of the allotted two (2) attendees per workshop, clinic or conference.

2. Travel will be paid by the Board at the rate specified in Article 30 (Travel Allowance) In addition, parking fees will be paid.

3. The Board will reimburse per person, per day, for the duration of the conference, clinic, or workshop, a food allowance of fifty dollars (\$50.00) unless the registration and lodging fees include all meals.
 4. Registration fees for the conference, clinic, or workshop will be paid by the Board. Registration fees in excess of Fifty Dollars (\$50.00) should be paid through a District Purchase Order if allowed by the conference. Otherwise, registration fees in excess of Fifty Dollars (\$50.00) will be timely paid by the Board directly to the conference if application for the conference is submitted thirty (30) calendar days or more prior to the conference. However, if a bargaining unit member does not attend the conference that has nonrefundable prepaid registration and is not otherwise on Sick Leave for which substantiation may be required and schools are not closed due to inclement weather, the Board is authorized to deduct the registration fee from the next pay of the bargaining unit member.
 5. Lodging will be paid at a maximum of one hundred fifty dollars (\$150.00) per person per night. If employees are sharing a room, the reimbursement for lodging will not exceed the actual cost of the room. However, if the conference is held in an area where the said lodging allowance is not reasonable and customary for the location of the conference, the Board shall reimburse at a rate that is reasonable and customary for the location of the conference.
 6. All clinics and workshops for staff must be approved by the Board prior to the clinic/workshop. All requests will be submitted to the Superintendent on the appropriate forms (Appendix B) at least thirty (30) calendar days prior to the conference/clinic/workshop. The Superintendent may approve conferences/ clinics/workshops between Board meetings.
 7. A maximum of two (2) clinics, workshops or conferences may be approved for each employee per school year, excluding those mandated by State programming or those required by the Board.
 8. In order to provide optimum use of these funds, bargaining unit members, if the option is available, should select the closest, lesser expensive conference, if two (2) conferences are identical in content.
 9. At the end of each fiscal year, any funds left in this account shall be divided equally (to a maximum of that initially requested) to those persons who had applied and been denied funds for this purpose during the fiscal year.
- D.** Athletic clinics and workshops are in addition to the amount in Section C, above, and are paid out of the athletic budget and use the procedure established below:
1. The Board shall appropriate Three Thousand Dollars (\$3,000) per contract year.

2. Head Coaches of each sport shall be permitted One Hundred Dollars (\$100.00) per contract year toward an athletic clinic/workshop of his/her choice.
3. The Head Coach of each sport shall be permitted to assign, to any other member of his/her coaching staff, One Hundred Dollars (\$100.00) per contract year toward an athletic clinic/workshop approved by the Head Coach.
4. The remaining money in each contract year shall be granted to persons approved by the Athletic Director in no larger than One Hundred Dollars (\$100.00) increments.
5. For the duration of this Contract, any unspent portion of the annual Three Thousand Dollars (\$3,000) shall be automatically carried over to the next contract year in addition to that allotted in D1, above.
6. Head Coaches and varsity level Assistant Coaches who are approved by the Head Coach and High School Principal shall be released to attend State Finals in his/her sport without any additional cost to the Board other than perhaps a substitute. However, approval is subject to the availability of a substitute.

ARTICLE 13. COMPULSORY DUTY

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

ARTICLE 14. PERSONAL LEAVE

- A. Each teacher shall be granted three (3) days of unrestricted Personal Leave per school year. The teacher shall notify the Superintendent of his/her intent to use Personal Leave. This leave may not be taken during the first month, last month, on professional development days, or used to extend a holiday. Such leave shall not be cumulative. No more than fifteen percent (15%) of the staff to the next whole person in a building may be on Personal Leave during the same period of

time. Conflicts will be resolved on a first-come/first-served basis. Exceptions to this rule shall be up to the Superintendent.

- B.** Notification should be at least three (3) working days in advance, except in emergency situations. In emergency situations, the form shall be completed by the teacher upon return to work. However, the teacher is obliged to notify the Principal of the emergency and the need to be off from his/her teaching assignment, so as to provide the Principal with the opportunity to arrange for a substitute for the teacher.
- C.** Personal Leave requested from the start of the school year through the end of September, and from May 1 through the end of school year, and on professional development days, must have prior written approval of the Superintendent.
- D.** Unused Personal Leave will be converted to sick days at the end of the school year.

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

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

ARTICLE 16. ASSOCIATION LEAVE

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

ARTICLE 17. GENERAL AND MATERNITY/CHILD CARE LEAVE

A. General Unpaid Leave

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

B. Family and Medical Leave

Notwithstanding other provisions of this agreement, the Board agrees to abide by the provisions of the Family and Medical Leave Act (FMLA) of 1993 and as amended. The District shall utilize the FMLA forms issued by the U.S. Department of Labor Wage and Hour Division. The District shall place links to the U.S. Department of Labor Wage and Hour Division FMLA Fact Sheet and FMLA Notice and Certification forms on its website under the District tab, District Forms subtab.

C. Maternity/Child Care Leave

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

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

- A. An employee who is a member of a reserve component of the Armed Forces of the United States and/or the State of Ohio shall be granted leave of absence from his/her respective duties without loss of pay for such time as he/she is in the military service or field training or active duty for periods not to exceed one hundred seventy-six (176) hours in any one (1) calendar year. Employees called to active duty in the uniformed services for longer than a month in a calendar year are entitled to leave and pay as set forth in ORC 5923.05. The Board and the employee shall continue to contribute to the State Teachers Retirement System based on the amount of compensation actually paid to the employee during the military leave of absence, subject to any subsequent legislative enactment.
- B. An employee shall be granted a leave without pay when he/she leaves the employment of the Board and within forty (40) days thereafter enters the Armed Forces of the United States. An employee shall be reemployed following such leave if application is made in writing within ninety (90) days of discharge, other

than a dishonorable discharge, from active duty. Reemployment shall be under the same type of contract as was formerly held and shall be at the beginning of the next semester, provided application is made not less than thirty (30) days prior to the beginning of the next semester. For the purposes of seniority and placement on the salary schedule, years of absence on extended active duty in the armed services or auxiliaries thereof shall not exceed four (4), and shall be counted as though school services had been performed during such time. The Board may suspend the contract of the employee whose services become unnecessary by reason of the return of an employee from service in the armed services or auxiliaries thereof in accordance with Article 22 (Vacancies/Transfers/Assignment) and Article 20 (Reduction in Force).

- C. Upon reinstatement, such employee shall receive credit on the salary schedule for time spent in the military service in accordance with the Ohio Revised Code; however, Sick Leave is not accumulated during the period of military leave (ORC 3319.14.1).
- D. A copy of the military order directing the employee into service shall be attached to the request for absence on such forms as may be prescribed by the Board.

ARTICLE 19. SICK LEAVE

- A. Each full-time employee shall be entitled to Sick Leave credit of one and one-fourth (1¼) workdays with pay for each month of service. Sick Leave shall be fifteen (15) days per year. Unused Sick Leave shall be cumulative to three hundred (300) days.
- B. Each employee shall be entitled to an advancement of up to five (5) days of Sick Leave upon exhaustion of accrued Sick Leave, each school year. Any days advanced per this Section will be paid back through normal accumulation. If an employee leaves employment with days still owing the Board, there shall be an adjustment to the final pay.
- C. The Board may require a member of the bargaining unit to furnish a written, signed statement on the enclosed form to justify the use of Sick Leave (Appendix B). If medical attention is required, the employee shall list the name and address of the attending physician and the date(s) when he/she was consulted. Nothing in this Section shall be construed to waive the physician/patient privilege provided by ORC 2317.02. Falsification of a statement is grounds for suspension or termination of employment pursuant to ORC 3319.081 and 3319.16. Bargaining unit members must complete the Triway Local School Employee KIOSK process within two (2) days of returning from absence due to illness.
- D. Employees may use Sick Leave for absence due to:
 - 1. Personal illness,
 - 2. Injury,

3. Exposure to contagious disease which could be communicated to others,
 4. Illness, injury, medical appointments or death in the employee's immediate family, and
 5. Pregnancy, birth of a child, and adoption (Child Care Leave is also available; see Article 18B.)
- E.** “Immediate family” means parent, domestic partner current mother- or father-in-law, son or daughter-in-law, child, spouse, sister or brother, grandparent, current grandparent-in-laws, grandchildren, current sister- or brother-in-law, aunt, uncle, current aunt or uncle-in-law, niece or nephew, great grandparents, great grandchildren, current great aunt and uncle-in-law step or foster children, step or foster parent, or any relative who is a permanent resident in the employee's home.
- F.** In the event of a communicable disease exposure at the workplace and a bargaining unit member is mandated by state and federal law and/or board policy to quarantine because of such workplace exposure, the bargaining unit member will be placed on paid administrative leave during the period of the mandatory quarantine and shall not be required to utilize his/her sick leave.
- G.** For purposes of this Article, “domestic partners” are two (2) individuals who:
- a. Are eighteen (18) years of age or older;
 - b. Share a common residence;
 - c. Share a responsibility for each other’s common welfare (i.e., have agreed to be in a relationship of mutual interdependence, including financial interdependence);
 - d. Have affirmed that they have a committed relationship and are not currently married to another adult as recognized by Ohio law or part of an existing civil union or domestic relationship with any third party; and
 - e. Are not related to one another by blood in a way that would prevent them from being married to one another in Ohio.
- H. Sick Leave Bank**
1. The purpose of the Sick Leave Bank shall be to extend additional Sick Leave days to bargaining unit members should an illness or injury as described in F3, below, exhaust the employee's accumulated Sick Leave.
 2. Each employee may contribute an initial one (1) day of his/her accumulated Sick Leave to a common bank. Further, yearly contributions to be made on or before September 30 of any year shall be limited to the number of days

necessary to bring the Sick Leave Bank to a level of one hundred (100) days. Such contributions are irrevocable. Only employees who have contributed days to the Sick Leave Bank may apply for days from the Sick Leave Bank. Participation in the Sick Leave Bank shall be voluntary. Employees who have not participated previously shall be permitted to contribute during annual open enrollment periods.

3. Upon depleting accumulated Sick Leave and after obtaining a doctor's statement certifying a life threatening or debilitating physical illness or injury preventing the member from performing the duties of his/her job for more than ten (10) workdays, a member may request days from the Sick Leave Bank. A committee composed of three (3) members appointed by the District and three (3) members appointed by the Association President will act immediately on the request. The Committee shall grant the request if: (1) District records show that the member has exhausted his/her accumulated Sick Leave; (2) the member is not eligible for lost time compensation under Workers' Compensation or under STRS disability, (3) the member is a contributing member to the Sick Leave Bank; (4) the member has experienced a life threatening or debilitating physical illness or injury that has prevented him/her from performing his/her job requirements for more than ten (10) days and a doctor has certified in writing this illness or injury; and (5) there are sufficient days in the Sick Leave Bank to cover the request. Sick Leave Bank days may not be used to care for another member of the employee's family.
4. If the request is denied, the member shall be informed in writing as to the reason for denial. The actions of the Committee shall not be subject to any further appeal through the grievance procedure or otherwise.
5. If the request is approved, the Committee shall notify the Board Office, and subsequent days of absence due to the illness or injury, including the first ten (10) days of the illness or injury if the employee's accumulated Sick Leave was not available for those days, will be charged to the Sick Leave Bank until further notice. However, in no case will more than a total of seventy (70) days of Sick Leave from the Sick Leave Bank be approved per individual member for the life of the teacher's contract. Members may not use days from the Sick Leave Bank to begin the school year.
6. The District shall keep accurate records of leave accumulated by the Sick Leave Bank and of Sick Leave used by the Bank. These records shall be available at all times for review by the Committee members and by the Association. Annually, the District shall notify the Association in writing of the accumulated days and days charged to the Sick Leave Bank that year.
7. Membership shall be terminated by written request of the member or by the end of his/her employment with the District. Previously donated days shall remain in the Sick Leave Bank.

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

ARTICLE 20. ASSAULT LEAVE

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

ARTICLE 21. REDUCTION IN FORCE

A. Reason(s)

When by reason of decreased enrollment of pupils (in grade levels or in subject areas), return to duty of regular teachers after leaves of absence, changes in

course offerings, suspension of schools or territorial changes affecting the District, financial reasons, or loss of a federally-funded position due to loss of Federal funds, the Board decides that it will be necessary to reduce the number of bargaining unit members, it may make a reasonable reduction.

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

B. Procedure

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

2. Second, continuing contract teachers shall be reduced utilizing the following order:
 - a) Licensure/Certification
 - b) Competency as determined by formal evaluation
 - c) When evaluations are comparable, seniority in the District shall prevail.
 - d) Comparable will be defined as follows by the final Summative Rating:
 1. All teachers defined as “Accomplished”, “Skilled” or “Developing” will be deemed comparable to one another;
 2. All teachers defined as “Ineffective” will be deemed comparable to one another.
 - e) On a case-by-case basis, in lieu of suspending a contract in whole, the Board may suspend a contract in part, so that an individual is required to work a percentage of the time the employee otherwise is required to work under the contract and receives a commensurate percentage of the full compensation the employee would receive under the contract.
 - f) A non-classroom teacher’s summative rating is based solely on their overall performance rating.
4. "Seniority" will be defined as the length of continuous service as a certificated/licensed employee under regular full-time contract in this District. Exceptions to preferences for retention based on seniority may be made when it is necessary to do so in order to comply with State and Federal laws relating to employment. Updated seniority lists shall be provided to the TEA president by November 15th of each year. The TEA president will return the list with any corrections by December 15. Seniority shall be determined by placing all teachers on seniority lists within their area or areas of certification/licensure giving preference, within each area of certification/licensure, first to teachers on continuing contracts, then to professionally or permanently certificated/licensed teachers or provisionally certified/licensed teachers on limited contracts, and finally to limited contract teachers with temporary or one-year vocational certification.
5. If two (2) or more teachers have the same length of continuous service, seniority will be determined by:

- a. the date of the Board meeting at which the teacher was hired; and then by
 - b. the date the teacher signed his/her initial employment contract in the District; and then by
 - c. the date of the application, if it can be determined; and then by
 - d. any remaining ties will be broken by lot.
6. Board approved leaves of absence will not interrupt seniority, but time spent on such leave shall not count toward seniority.
 7. Reduction shall occur by suspension of contract. Nonrenewal shall not be used to effectuate a reduction in force.
 8. Using the criteria in this provision, the District will establish the order which members' contracts are suspended and will recall members in reverse order.

C. Notice

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

D. Recall

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

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

3. Teachers on the recall list will be recalled in reverse order of reduction for vacancies in areas for which they are certificated/licensed.

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

E. Bumping

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

a copy to the Association president. All written notifications will be sent the same day using electronic mail.

ARTICLE 22. EVALUATION GUIDELINES

Teacher Evaluation Philosophy

A. Purposes

1. To support informing instruction with data from formative and/or summative assessments.
2. To serve as a tool to advance the professional learning and practice of bargaining unit members individually and collectively in Triway Board of Education.
3. To assist bargaining unit members and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.
4. To assist the administration in utilizing appropriate data to guide identification and development of meaningful professional development opportunities for teachers.
5. To promote and foster professional and collaborative dialogue between bargaining unit members and Credentialed Evaluators.

B. Evaluation Parameters:

1. No later than September 15 of each year, the board shall provide training on the teacher evaluation procedure(s) for all credentialed evaluators and all teachers bargaining unit members prior to the implementation of the evaluation procedure, including the calibration of evaluation ratings annually, the evaluation Standards for Ohio educators, rubrics, tools, processes, methodology, and the use of High Quality Student Data (HQSD)/metrics of student outcomes.
2. Teacher evaluation will take place only when normal instruction is expected to take place.
3. Evaluation will take place on a mutually agreed upon date.
4. The District shall not conduct an evaluation for any teacher who:
 - a. Was on leave for fifty percent (50%) or more of the school year;

- b. Submitted notice of retirement, and such notice has been acted upon the Board of Education, on or before December 1 of the school year in which s/he plans to retire;
 - c. Is a casual substitute teacher.
- 5. The primary purpose of the evaluation procedure is to be used as a means for improving instruction and informing professional practice.

C. Definitions

- 1. **Credentialed Evaluator:** A person: 1) who is eligible to be an evaluator in accordance with ORC 3319.111(D); and 2) who holds a credential established by ODE for being an evaluator. Every evaluator must complete state-sponsored evaluation training and is required to pass an online credentialing assessment. Bargaining unit members shall not serve as a credentialed evaluator.
- 2. **Evaluation Cycle:** The evaluation cycle occurs during each school year for each teacher bargaining unit member unless the bargaining unit member is on a less frequent evaluation cycle.
- 3. **Evaluation Framework:** The standards-based state framework for evaluation of teachers developed by the Ohio Department of Education (“ODE”) in accordance with Ohio Revised Code §3319.112, for evaluation of teachers under Ohio Revised Code §3319.111 and §3319.112.
- 4. **Evaluation Procedure:** The procedure used to conduct teacher evaluations, shall consist of: a professional growth plan or an improvement plan, an optional pre-observation conference(s), a formal holistic observation (minimum of thirty [30] minutes), a post-conference(s), classroom walkthrough(s), a formal focused observation(s) (minimum of thirty [30] minutes), and a final summative conference.

The less frequent evaluation cycle consists of a professional growth plan, one (1) informal walkthrough, and one (1) post-conference discussion of progress on the Professional Growth Plan.

- 5. **Evaluation Rating (aka Effectiveness Rating):** The evaluation rating is assigned at the conclusion of the evaluation cycle.
- 6. **Focused observation:** The second observation and subsequent observations if necessary, lasting a minimum of thirty (30) minutes, that emphasizes the focus area(s) identified in the post-conference following the Formal Holistic Observation (first observation). Evaluators will collect evidence related to the identified focus area(s) and goals in the professional growth plan or improvement plan, whichever is applicable, but must also

document sufficient evidence to support the Final Holistic Rating at the end of the evaluation cycle.

7. High Quality Student Data (HQSD): Instrument used to assess student learning (growth and/or achievement) to guide a teacher's instructional decision and meet student learning needs. The teacher evaluation will use at least two (2) measures of district-determined high-quality student data that is attributable to the teacher being evaluated. HQSD may be used as evidence in any component of the evaluation where applicable.
8. Holistic Observation: The first formal observation, lasting a minimum of thirty (30) minutes, in which the evaluator documents all observed areas on the rubric as well as information collected from the pre-conference and post conference.
9. Improvement Plan: A written Improvement Plan will be developed in the circumstances when a bargaining unit member receives an overall ineffective rating or may be developed when the bargaining unit member receives an ineffective rating on any of the components of the OTES Evaluation Rubric, excluding the metrics of student outcomes for school counselors. The purpose of an Improvement Plan is to identify specific performance deficiencies and foster growth through professional development and targeted support. The Improvement Plan will last a full evaluation cycle unless the bargaining unit member has made sufficient progress to end the plan.
10. OTES 2.0: This acronym refers to the Ohio Teacher Evaluation System, which was adopted by the Ohio State Board of Education as a result of the Ohio legislature passing a new state-wide teacher evaluation system under sections 3319.111 and 3319.112 of the Ohio Revised Code.
11. OTES 2.0 Rubric: The OTES Rubric approved by the Ohio Department of Education, which is attached as Appendix B to the Standards-Based Teacher Evaluation Board Policy.
12. Performance Deficiency: A performance deficiency includes either an overall ineffective rating or an ineffective rating on any of the components of the OTES Rubric.
13. Poorly Performing Teachers: A teacher who receives an evaluation rating of ineffective for a period of no less than two (2) out of the last three (3) years under OTES 2.0.
14. Support Member Mentor: A bargaining unit member mentor who supports a bargaining unit member who has been placed on an improvement plan.
15. Performance Rating: The assessment of a teacher's bargaining unit member's performance that results in a performance rating and is based on

formal observations (including but not limited to materials and other instructional artifacts) and periodic classroom/worksite walkthroughs. Teacher performance results are reported using Accomplished, Skilled, Developing, or Ineffective Ratings. Performance ratings are based on the bargaining unit member's current school year performance.

16. **Teacher of Record:** This is the teacher who is responsible for assigning the student a grade so long as (a) the teacher has proper credentials to teach the particular subject/grade level for which she/he has been designated "teacher of record;" and (b) the teacher is responsible for a minimum of fifty percent (50%) of a student's scheduled instructional time within a given subject or course.
17. **Teacher Student Data Linkage (TSDL):** The process of connecting the "teacher of record" to a student and/or defined group of students' achievement scores for the purpose of attributing student growth to the teacher of record.
18. **Value-Added:** Refers to the EVAAS value-added methodology provided by SAS, Inc., which provides a measure of student progress at the District and school level based on each student's scores based on state issued standardized assessments.

D. Evaluators

1. Evaluators will include the Superintendent, Building Principals, Assistant Principals, Directors of Education, and Special Services Director who are credentialed via state-sponsored evaluation training and have passed the online credentialing assessment.
2. Each bargaining unit member will be notified of his/her Credentialed Evaluator by the third Thursday in September, and the following shall apply:
 - a. For those teachers with a Holistic evaluation rating of Accomplished on their most recent evaluation, the teacher shall select their evaluator no later than the third (3rd) Thursday in September in the year of their evaluation cycle and notify the Superintendent or his/her designee of said selection.
 - b. A teacher with a final Holistic rating of skilled, the evaluator shall be the teacher's immediate supervisor provided that individual is on the Approved Credentialed Evaluator List. Should the immediate supervisor not be on the Approved Credentialed Evaluator List, the evaluator will be chosen collaboratively between the teacher and his/her immediate supervisor.

- c. For those teachers with a final Holistic rating of developing or ineffective, the Superintendent or his/her designee will assign the evaluator from the Approved Credentialed Evaluator List.
- d. In the situation where a teacher with an overall Holistic rating of Skilled, Developing, or Ineffective is assigned to more than one building, the Credentialed Evaluator shall be one and not both of the building administrators, with priority to the building to which the teacher is primarily assigned (i.e. home base).
- e. In the situation where the bargaining unit member wishes to have a different credentialed evaluator assigned, the bargaining unit member can make a formal request, in writing, to the Superintendent or his/her designee, listing the reason for the request. If the request is granted, the Superintendent or his/her designee will assign an evaluator from the Credentialed Evaluator List.

E. Formal Evaluation

Bargaining unit members shall be formally evaluated in accordance with the following provisions:

1. No bargaining unit member shall be evaluated more than once annually.
2. All monitoring or observation of teacher work performance shall be conducted openly and with full knowledge of the bargaining unit member.
3. Teacher performance shall be assessed based on standards for the teaching profession and criteria set forth in the evaluation instrument, Appendix B.
4. The Credentialed Evaluator shall rely on evidence provided by the bargaining unit member, the Formal Observations and the Walkthroughs/Informal Observations to evaluate a bargaining unit member's performance. Examples include, but are not limited to, student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, portfolios, summative assessments, professional education organization work, education awards, and student work samples. All evidence presented shall be included in the report and will be considered in the evaluator's assessment of the teacher.
5. All conclusions of bargaining unit member's performance must be documented and supported by evidence.
6. The Credentialed Evaluator upon request of the bargaining unit member, shall provide the bargaining unit member with copies of all written documentation, including but not limited to notes, scripts, artifacts, and

evidence collected during formal observations and walkthroughs/informal observations.

7. No bargaining unit member shall be required to complete a Self-Assessment Form (e.g. OTES Self-Assessment Form). This tool may be used by bargaining unit members as a resource.
8. Video or audio devices shall not be used to record performance for the evaluations, whether by the bargaining unit member or by the Credentialed Evaluator. The District will not use video/audio evidence submitted to ODE by a Resident Educator for their task requirements as evidence to assess teacher performance (OTES).
9. Formal Classroom Observations

For classroom teachers each formal classroom observation is to be an in-depth observation, which means at least thirty (30) minutes in length. The first observation cycle will include 1 formal Holistic classroom observation and must be completed on or before the last day of the first semester. The second observation cycle will include a formal focused classroom observation and must be completed on or before April 30, unless the bargaining unit member requests an earlier observation mutually agreed upon by both the bargaining unit member and the evaluator. Both observations will be announced. A teacher who is being considered for nonrenewal will have a third formal focused observation by May 1 which will be announced. If after the second (2nd) focused formal observation, the bargaining unit member is no longer being considered for non-renewal, the Superintendent may waive the third (3rd) observation. The post-observation conference for the third formal observation, if needed, must be completed by May 10. If an improvement plan is issued to the teacher it will commence in the subsequent school year.

10. A teacher who receives an effectiveness rating of “Accomplished” on the teacher’s most recent evaluation and the evaluator determines the bargaining unit member is making growth progress on his/her Professional Growth Plan will be evaluated every two years unless his/her contract is up for renewal. During the less frequent evaluation cycle, the bargaining unit member evaluation shall consist of a professional growth plan, one (1) informal walkthrough, and one (1) post-conference discussion of progress on the Professional Growth Plan. Triennial evaluations must be completed by May 1 of the evaluation year, with the teacher receiving a written copy of the evaluation results by May 10 of the evaluation year.
11. A teacher who receives an effectiveness rating of “skilled” on the teacher’s most recent evaluation and the evaluator determines the bargaining unit member is making growth progress on his/her Professional Growth Plan will be evaluated every other year unless his/her contract is up for renewal.

During the less frequent evaluation cycle, the bargaining unit member evaluation shall consist of a professional growth plan, one (1) informal walkthrough, and one (1) post-conference discussion of progress on the Professional Growth Plan. Biennial evaluations must be completed by May 1 of the evaluation year, with the teacher receiving a written copy of the evaluation results by May 10 of the evaluation year.

12. Pre-Observation Conference - Prior to the two announced formal classroom observations, either the evaluator or the teacher may request to meet to discuss what the evaluator will observe during the classroom visitation. If scheduled, the pre-observation conference shall be held within the five (5) work days preceding each formal observation. This conference shall review the following:

- Lesson or unit objectives;
- Prior learning experiences of the students;
- Characteristics of learners/learning environment;
- Instructional strategies to meet lesson objectives;
- Student activities/materials;
- Differentiation based on needs of student; and
- Assessment/data collected to demonstrate student learning

13. Prior to the formal observation of non-classroom teachers, the evaluator and non-classroom teacher will meet to discuss what the evaluator will observe.

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

14. Walkthrough/Informal Observation

- a. A walkthrough /informal observation (“walkthrough”) is a formative written assessment by a Credentialed Evaluator focusing on:
- i. evidence of planning;
 - ii. lesson delivery;
 - iii. differentiation;

- iv. resources;
 - v. classroom environment;
 - vi. student engagement;
 - vii. assessment; or
 - viii. any other component of the standards and rubrics approved for teacher evaluation.
- b. The walkthrough may be unannounced, but nothing prohibits informing the-bargaining unit member of a walkthrough.
 - c. A walkthrough shall be at least five (5) consecutive minutes and no more than fifteen (15) minutes in duration.
 - d. No more than four (4) walkthroughs shall be conducted each evaluation cycle. Additional walkthroughs may be requested by the bargaining unit member.
 - e. Within two (2) work days of completing the walkthrough, the evaluator shall provide the bargaining unit member a copy of the Walkthrough/Informal Observation Data Form, Appendix B. If the bargaining unit member requests to meet with the evaluator to review this Form, this meeting will be held before the next walkthrough occurs.
15. Post-Observation Conference/final summative conference - There will be a follow-up conference within five (5) school days after each observation. The post observation conference is intended to provide reflection and feedback on the observed lesson. In the post-conference for the holistic observation, the bargaining unit member and the credentialed evaluator will collaboratively determine the areas of focus for the focused observation(s).
16. An evaluation summary will be completed, and a final summative conference will be held on or before May 10. The evaluator shall highlight evidence for the Final Holistic Rating with the bargaining unit member and provide succinct, targeted feedback to promote the bargaining unit member's professional growth. The post-conference after the second observation may serve as the summative conference. The bargaining unit member and the evaluator will sign the observation and evaluation summary forms. A bargaining unit member's signature on the observation and evaluation summary forms will not be interpreted to mean that the bargaining unit member agrees with the observation or evaluation summary only that he/she has read and discussed it.

17. The bargaining unit member shall have the unfettered right to attach any comments regarding the observation or evaluation summary to the written forms. Such comments shall become a part of the written observation or evaluation summary form and shall be placed in the bargaining unit member's personnel file. Such observation or evaluation summary form shall also be submitted to the Superintendent to be placed in the personnel file of the bargaining unit member.
18. In the event a bargaining unit member's absences interfere with the evaluation timelines (e.g. the bargaining unit member is on an approved leave and unavailable for purposes of evaluation), the evaluation timelines will be extended for a corresponding period. However, timelines cannot be extended beyond May 1. Upon the bargaining unit member's return to work, the bargaining unit member will assume the same contract status held at the time the leave began.

F. Finalization of Evaluation

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

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

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

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

G. Effectiveness Ratings

Due to COVID 19, evaluation ratings for the 2019-2020 and 2020-2021 school year will be excluded in the determination of comparability categories.

1. There shall be two categories of comparable evaluation (Category 1 (accomplished/skilled/developing), and Category 2 (ineffective), in which employees shall be placed based upon the evaluation rating they receive for their three (3) most recent evaluations. Those bargaining unit members who qualified for less frequent evaluation cycles will utilize his/her rating as part of the most recent evaluation in the three (3) most recent evaluations calculation.
 - a. Employees evaluated as "ineffective" for two (2) out of their last three (3) evaluations shall be placed in Category 2.
 - b. Employees evaluated as "developing" for two (2) out of their last three (3) years shall be placed in Category 1
 - c. Employees evaluated as "skilled" for two (2) out of their last three (3) evaluations shall be placed in Category 1.
 - d. Employees evaluated as "accomplished" for two (2) out of their last three (3) evaluations shall be placed in Category 1.
 - e. Employees who receive a different/unique evaluation rating of in each of their last three (3) evaluations shall be placed in Category 1.
 - f. Employees new to the district who have not yet acquired three (3) years of data, shall be placed in the appropriate category based on his/her teacher performance rating s/he received at the end of the first year of employment. During the second year of employment in the district, the employee will have the performance rating categorized using the above-described model by looking at the two (2) years of performance evaluation data.
 - g. With respect to non-OTES evaluations, the performance evaluations will be used to determine the placement in the categories as described above.

Bargaining unit member will be assigned an effectiveness rating of Accomplished, Skilled, Developing or Ineffective. Bargaining unit member performance is to be scored holistically. The foundation of this system is the transparent, collaborative gathering and sharing of evidence and honest conversation between the bargaining unit member and the evaluator.

The Performance Evaluation Rubric is to be used to promote professional growth that leads to improved instructional performance. When completing the

performance rubric, evaluators are not expected to gather evidence on all indicators for each observation cycle.

The evaluator will assess which performance level provides the best overall description of the bargaining unit member's practice by considering evidence gathered during any pre-conference(s), classroom walkthroughs, informal conversations, and evidence of practice and professionalism. Teachers may, but are not required to, bring additional evidence to share at the pre- or post-conference.

When determining a bargaining unit member's Final Holistic Rating, the level of performance in each domain will be weighted equally. If the evaluation is split evenly between two (2) ratings, the higher rating will prevail.

H. High Quality Student Data

1. General Principles
 - a. The teacher shall use a minimum of two (2) measures of high-quality student data (HQSD) to guide instructional decisions and demonstrate student learning.
 - b. When applicable to the grade level or subject area taught by the teacher, the HQSD shall include the value-added progress dimension and the teacher shall use at least one (1) other measure of HQSD to demonstrate student learning.
 - c. HQSD used for the evaluation will be selected by the teacher and submitted to the building principal by the third (3) Monday of September to be approved. The teacher will do so using the High Quality Student Data Verification Form found in Appendix (insert #)
 - d. The teacher must choose and use high-quality student data instruments that are either: 1) on the District-approved list of HQSD, or 2) have been reviewed by locally determined experts (subject area colleagues) using the following criteria:
 1. Aligns to learning standards
 2. Measures what is intended to be measured
 3. Attributable to the specific teacher
 4. Demonstrates evidence of student learning (achievement and/or growth)
 5. Follow protocols for administration and scoring.

6. Provide trustworthy results.
 7. Not offend or be driven by bias.
- e. The teacher will critically reflect upon and analyze HQSD to support instructional decisions for student learning and progress towards achieving state standards.

I. Professional Growth Plans

1. Bargaining unit member's whose evaluation ratings are Accomplished, Skilled, ~~or~~ Developing, or Ineffective based on the most recent evaluations and observations must develop professional growth plans. Bargaining unit members who are new to the district will develop Professional Growth Plans. Professional Growth Plans will be self-directed for bargaining unit members that are rated as Accomplished, and collaborative for bargaining unit members that are rated as Skilled, and guided for bargaining unit members that are rated as or Developing or are new bargaining unit members to the district .
2. Each bargaining unit member on an off-cycle evaluation year will develop a self-directed Professional Growth Plan and submit the plan to the evaluator no later than the first (1st) Monday in October.
3. Professional Growth Plans must be aligned to the district and/or building improvement plan.
4. Growth progress is defined as completing a/n action step(s), attaining a goal statement, and/or providing evidence on qualitative or quantitative indicators for the bargaining unit member.
5. The professional growth plan shall be developed and submitted to their evaluator the first (1st) Monday in October. The plan will include:
 - Identification of one domain area(s) for future professional growth.
 - Two (2) clear professional goals that identify the focus and direction for improving practice, make an impact on student learning/success, and align to the district and/or building improvement goals.
 - Specific resources and opportunities to assist the bargaining unit member in enhancing skills, knowledge and practice.
 - Qualitative and quantitative evidence to demonstrate progress towards meeting goals.

J. Professional Improvement Plans

1. The credentialed evaluator will develop an improvement plan for a bargaining unit member who has a Final Holistic Rating as Ineffective. The credentialed evaluator may develop an improvement plan for Ineffective performance deficiencies identified from an observation. In the event a bargaining unit member receives a Final Holistic Rating as Ineffective, the bargaining unit member will be placed on an Improvement Plan for the following school year and will be developed by the last teacher work day.
2. The improvement plan shall be developed will include the following components:
 - Improvement Statement section; aligned to the Ohio Standards for the Teaching Profession.
 - Desired Level of Performance section;
 - Specific Plan of Action section; and
 - Assistance and Professional Development section.

K. Improvement/Remediation Plans

1. The Credentialed Evaluator for each bargaining unit members with an Ineffective rating either on the final Holistic evaluation will develop an Improvement Plan for the bargaining unit members to respond to holistic summative Ineffective ratings. If a bargaining unit member has individual Ineffective performance deficiency(ies) in the performance rubric, s/he may be required to be placed on an improvement plan.
2. The Credentialed Evaluator shall meet with the ~~teacher~~ bargaining unit members to review the Improvement Plan and receive input from the bargaining unit members before the Improvement Plan is finalized and implemented.
3. A bargaining unit member with a Final Holistic Rating of Ineffective must be placed on an Improvement Plan for a full evaluation cycle so s/he has an opportunity to remedy the performance deficiencies prior to the District taking adverse employment action.
4. An Improvement Plan shall:
 - a. Identify, in writing, the specific areas for improvement aligned to the Ohio Standards for the Teaching Profession.

- b. Specify the developmental level of performance the bargaining unit member is expected to improve and the timeline to correct performance deficiencies
- c. Allows a sufficient time to allow remediation of the performance deficiencies
- d. Identification of guidance and support needed to help the bargaining unit member improve
- e. Determine additional education or professional development needed to improve identified areas
- f. An Improvement Plan based on Ineffective bargaining unit member rating will be reassessed in at least twenty-eight (28) calendar day intervals to see whether the teacher's performance has improved and whether to modify or end the plan.

If the evaluator has documented an acceptable level of performance improvement according to the expectations in the Improvement Plan, the bargaining unit member may transition to a Professional Growth Plan.

- g. A copy of the Improvement Plan form is found in Appendix B.

L. Protections

1. Final Summative Holistic Rating of Teacher Effectiveness (Effectiveness Rating) – The Superintendent shall annually file a report to the Department of Education including only the following information: the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating (Accomplished, Skilled, Developing or Ineffective) aggregated by teacher preparation programs and the years in which the teachers graduated. All other information and documents obtained through the evaluation process shall be stored and maintained by the district.
2. A bargaining unit member shall be entitled to association representation at any conference held during this procedure in which the bargaining unit member shall be advised of an impending adverse personnel action. The evaluator shall notify the bargaining unit member of this right prior to scheduling any conference regarding this evaluation process.
3. The instruments used to evaluate District teachers, Individual/Small Group Instructors, ~~and guidance~~ school counselors and other bargaining unit members are found in the Appendix B.

4. The parties reserve the right to mutually adapt the implementation of the evaluation procedures to comply with changes in Ohio law or ODE requirements without the need to reopen negotiations however changes shall be memorialized in a Memorandum of Understanding.

M. Personnel Action

The first evaluation cycle shall be completed by the first (1st) day of May. An evaluation cycle shall not be considered completed until all bargaining unit members have been provided with a written report of the results of the evaluation.

N. Joint Evaluation Committee

There shall be a Joint Evaluation Committee (“JEC”), which shall be comprised of a Union team and Board team, each having an equal number of no more than five (5) people per team. The JEC shall review its established ground rules annually. The JEC shall reach decision through consensus, shall receive training on the state-adopted evaluation framework, including training on High Quality Student data and professional growth plans, on-site or at a local ESC and may utilize subcommittees or experts as needed to gather or provide information. The JEC shall keep minutes summarizing its meetings. Members of the committee will receive the following compensation:

Stipend:

- Chairperson - six percent (6%) of the base
- Committee member five percent (5%) of the base.
- Release time will be granted for committee work for up to two (2) days per year. Additional days may be granted at the discretion of the Superintendent.

The JEC is responsible for:

1. Jointly developing, reviewing, and recommending the policy, procedures, processes, including the evaluation instrument for OTES and non-OTES bargaining member evaluation.
2. Develop a list of District-approved High Quality Student Data Instruments that meet the state criteria and update, as necessary.
3. Provide information, guidance, and training to teachers on the use of High Quality Student Data in OTES 2.0
4. Making recommendations set forth throughout Article 22 Evaluation Guidelines.

5. Develop evaluation system for bargaining unit members who are evaluated in an remote/e-learning environment.

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

O. Counselor Evaluation Guidelines

PURPOSE

The purpose of the Ohio School Counselor Evaluation System (OSCES) is to:

1. Serve as a tool to advance the professional learning and practice of school counselors individually and collectively in the District.
2. Guide District policy about the appropriate responsibilities of a school counselor.
3. Assist counselors and administrators in identifying and developing educational best practices in order to provide the greatest opportunity for the academic achievement, social and emotional development, and career planning of students.

APPLICATION

The school counselor evaluation procedure contained in this agreement applies to all school counselors employed by the Board of Education.

EVALUATOR QUALIFICATIONS AND ROLES

1. An evaluator must be a full-time contracted employee of the Triway Local Board of Education.
2. Evaluators must be credentialed during the entire evaluation cycle of the counselor(s) they are evaluating.
3. The evaluator assigned to a counselor at the beginning of a school year shall be the only evaluator for that counselor for all aspects of the evaluation procedure, unless:
 - a. An unforeseen emergency arises and a new evaluator is mutually selected by the counselor and Superintendent or his/her designee;

- b. The counselor requests a new evaluator based on documentation which shows the evaluator has discriminated and/or made false claims against the counselor.
4. In the event a counselor performs work under the supervision of more than one (1) supervisor, a single supervisor shall be designated as the evaluating supervisor responsible for aspects of the OSCES including conducting of observations, review of metrics, and the assignment of the final summative rating.
5. In assessing a counselor's performance, the evaluator shall not make judgments, or otherwise discriminate on the basis of a counselor's age, race, national origin, disability, religion, gender, gender identity, gender expression, sexual orientation, marital status, veteran status, political affiliation, or union membership or activism.

CRITERIA FOR COUNSELOR EVALUATION

1. A counselor's evaluation, including all observations and summative evaluations, shall be assessed based on the Ohio Standards for School Counselors and the School Counselor Evaluation Rubric, Appendix B.
2. All monitoring or observation of the work performance of a counselor shall be conducted openly and with the full knowledge of the counselor.
3. No misleading, inaccurate, untimely or undocumented information may become part of a counselor's evaluation. All results and conclusions of a counselor evaluation must be documented and supported by evidence.
4. The District shall conduct all evaluations so as to observe the legal and constitutional rights of counselors and students.
5. No counselor shall be subject to the use of video and/or audio recording during the evaluation process without the consent of the counselor.

EVALUATION PROCESS

1. No school counselor shall be subject to more than one (1) evaluation cycle per school year.
2. The final summative evaluation (Appendix B 24) shall be completed no later than the first (1st) day of May in the final year of the evaluation cycle, and the counselor being evaluated shall receive the final summative evaluation document not later than the tenth (10th) day of May.
3. If the Board has entered into a limited contract or extended limited contract with a counselor 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 counselor pursuant to division (B), (C)(3), (D), or (E) of that section.

4. The Board of Education shall evaluate a counselor receiving a rating of “Accomplished” every three (3) years so long as the metric of student outcomes is, for the most recent school year for which data is available, “Skilled” or higher on the evaluation rubric.
5. The Board of Education shall evaluate a counselor receiving a rating of “Skilled” every two (2) years as long as the metric of student outcomes is, for the most recent school year for which data is available, “Skilled” or higher on the evaluation rubric.
6. In any year in which a counselor will not be formally evaluated, as a result of having previously received a rating of accomplished or skilled, the assigned evaluator shall conduct one (1) formal observation of the counselor, hold one (1) post-observation conference with the counselor, and at the request of the counselor hold one (1) formal observation pre-conference. The formal observation process shall be held in compliance with the provisions of this Contract.

INFORMAL OBSERVATIONS

1. An informal observation is a walkthrough of non-confidential activities during unannounced times. Such observations shall be documented on Appendix B 22 and will focus on one (1) or more of the following components:
 - Comprehensive School Counseling Program Plan
 - Direct Services for Academic, Career and Social/Emotional Development
 - Indirect Services: Partnerships and Referrals
 - Evaluation and Data
 - Leadership and Advocacy
 - Professional Responsibility, Knowledge and Growth
2. The walkthrough shall be at least ten (10) consecutive minutes, but not more than twenty (20) consecutive minutes in duration. The walkthrough must be of sufficient duration to allow the evaluator to assess the focus of the walkthrough.

3. The counselor shall be provided a copy of the informal observation form, within two (2) working days of the observation, including all anecdotal documents relative to the walkthrough.
4. At least one (1) informal observation will occur prior to each formal observation.

FORMAL OBSERVATIONS

1. A minimum of two (2) formal observations shall be conducted to support the final summative evaluation. All formal observations shall last a minimum of thirty (30) consecutive minutes and will take place between September 15 and April 30. There will be a minimum of six (6) weeks between the first two (2) formal observations.
2. If, after the second formal observation, a counselor's performance is found deficient to the extent that adverse personnel action may result, a minimum of one (1) additional observation shall be conducted. Any observations in excess of those enumerated in 1. above, shall occur more than fifteen (15) working days after the most recent formal observation.
3. If requested by the counselor, each formal observation shall be preceded by a conference between the evaluator and the counselor, no more than five (5) working days prior to the observation, in order for the counselor to explain the plans and objectives for the work situation to be observed. At the pre-conference meeting the parties shall mutually agree to and designate the time and location of the observation. If a pre-conference is not held, the counselor and evaluator shall mutually determine the time and location of the observation.
4. A post-observation conference shall be held no more than five (5) working days following the observation and at least one (1) working day following the receipt of the draft observation report. The conference shall be used to inform the counselor if observed practices are aligned with the expectations that are identified in the professional growth or improvement plan and give the counselor the opportunity to provide additional evidence of performance based upon the draft observation report.
5. The evaluator shall consider and cite evidence gathered from a variety of sources in addition to the observation when completing the counselor evaluation rubric. Sources of evidence include: professional growth and improvement plans, conferences (pre, post, etc.), formal and informal observations during the evaluation cycle, and any evidence provided by the counselor.
6. A counselor may request a formal observation at any time in addition to those required by this procedure.

7. No formal observations shall take place during the three (3) days prior to, or after, an extended school vacation of more than two (2) school days. Informal observations and/or conferences may be conducted during these times so long as they otherwise comply with the provisions of this Contract.

FINALIZATION OF THE EVALUATION CYCLE

1. Each evaluation will result in a final summative rating of “Accomplished,” “Skilled,” “Developing,” or “Ineffective.” The final summative rating is based on a holistic review of all seven (7) dimensions of the Ohio School Counselor Evaluation System. The score shall not be weighted in such a way that one (1) area of the evaluation has a higher importance than any other, except that any area marked N/A shall not have a negative impact on the final summative rating. The evaluation shall acknowledge the performance strengths and performance deficiencies, if any, of the counselor evaluated. The evaluator shall note all data used to support the conclusions reached in the formal evaluation report. No later than May 10, the evaluation report shall be signed by the evaluator and then signed by the counselor to verify notification that the evaluation will be placed on file. The counselor's signature should not be construed as evidence that the counselor agrees with the contents of the evaluation report.
2. Before the evaluation cycle is considered complete, a copy of the formal written evaluation report shall be given to the counselor and a conference shall be held between the counselor and the evaluator.
3. The final summative evaluation shall be an accurate reflection of all in-cycle informal and formal observations, professional growth or improvement plans, Metric(s) of Student Outcomes, and evidence provided by the counselor.
4. Only as required by law, the Superintendent or his/her designee will, on behalf of the Board of Education submit to the Ohio Department of Education (ODE) the final summative rating of each school counselor.
5. The counselor 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 counselor's personnel file.

PROFESSIONAL GROWTH PLANS

1. Counselors with a summative evaluation rating of accomplished will independently develop a professional growth plan, for the next evaluation cycle as set forth in this agreement.
2. Counselors with a summative evaluation rating of skilled or developing shall develop a professional growth plan collaboratively with their credentialed evaluator for the next evaluation cycle as set forth in this agreement.

Counselors with a developing rating will have their professional growth plan approved by their evaluator.

3. Professional growth plans for a school year shall be developed not later than September 1 of each school year and shall be one academic year in duration.
4. Professional growth plans shall describe the specific performance expectations, resources, and assistance to be provided.

PROFESSIONAL IMPROVEMENT PLANS

1. A professional improvement plan is a clearly articulated assistance program solely used for a counselor who has a final summative rating of "Ineffective" on their most recent final summative evaluation. Administration will assign the credentialed evaluator for the evaluation cycle and approve the improvement plan as set forth in this agreement.
2. In the event that a counselor and evaluator are unable to agree on the evaluator's expectations for the improvement plan, the counselor may request another mutually agreed upon evaluator of the District, to facilitate further discussion between the counselor and the evaluator.
3. The professional improvement plan shall include:
 - a. Specific measurable performance expectations, resources and assistance to be provided; and,
 - b. A reasonable, desired level of performance that is expected and a reasonable time period to correct deficiencies; and,
 - c. Professional Development opportunities that will be provided at no expense to the counselor.
4. Improvement plans for the next school year shall be developed not later than June 1 of each school year and shall be one (1) academic year in duration.

DUE PROCESS

1. Counselors who disagree with any informal or formal observation report and/or the final summative evaluation rating shall be allowed to submit a written rebuttal within thirty (30) working days. This rebuttal will be attached to the summative evaluation report.
2. A counselor shall be entitled to Union representation at any conference held during this procedure.

3. Failure by the District to adhere to any timeline or condition established in this agreement shall render the evaluation, including the final summative rating, void and shall automatically require re-employment of the teacher under a continuing contract, if eligible, or an appropriate limited contract if the teacher is not eligible for a continuing contract.
4. Any violation of either procedural or substantive due process shall automatically require re-employment of the teacher under a continuing contract, if eligible, or an appropriate limited contract if the teacher is not eligible for a continuing contract.

PERSONNEL ACTION REQUIREMENTS

The evaluation procedure contained in this agreement shall not be used in any decision concerning the assignment, reassignment, contract status, non-renewal, termination, reduction or recall of any counselor prior to July 1, 2018.

ARTICLE 23. VACANCIES/TRANSFERS/ASSIGNMENTS

A. Vacancies

1. A vacancy occurs when a new position, supplemental position, or summer position is created, or a bargaining unit member resigns, retires, is nonrenewed, dies, transfers to a different position, or is terminated, and the Board determines to fill the position. The Superintendent shall notify in writing the Association President, the Building Principals, and the building representatives of any teaching and extracurricular vacancies that the Board decides to fill within two (2) working days after the vacancy occurs. Notices of vacancies in administrative, teaching and supplemental positions will be sent electronically via email to all bargaining unit members. Said notice will identify the certification(s)/licensure(s), the general duties and/or responsibilities of the position, building location of the position. Said qualifications, which shall be germane to the position and not unreasonable in nature, are established by the Superintendent and must be listed in the initial posting. No transfers will be made to any vacancy while a bargaining unit member holding a valid certificate/license for the vacancy is on the RIF recall list. All internal notices of vacancies will be sent a minimum of five (5) calendar days before the vacancy is posted to the general public.
2. Intent forms (see Appendix)will be distributed to bargaining unit members no later than February 1. Bargaining unit members who choose to return the intent forms must do so by March 1. The purpose of the intent form is to provide administration the interests of bargaining unit members in their professional teaching/work assignments, course/grade level and supplementals. No intent/interest information shared by bargaining unit members can be used adversely against a bargaining unit member. Each teacher wishing to be considered for an assignment change or voluntary

transfer should note said request in the appropriate place on the Intent Form and should request a conference with the Superintendent or designee. If such vacancy occurs, that teacher will then be interviewed for the position upon written request. Current bargaining unit members who are properly certified/licensed for the vacant position and apply would have consideration over outside applicants. If two (2) or more current bargaining unit members who meet the vacancy qualifications apply, seniority shall be the determining criterion. If an internal applicant is not selected for a position they may request that the administrator give reasons for denial of the position within five (5) days. Reasons may be given orally by the administrator unless written correspondence is requested by the applicant.

3. All vacancies that occur during the summer will be sent electronically via email and all-staff text alert. Positions vacant during the summer prior to July 10 will be kept open for at least five (5) calendar days after the resignation of an employee or the position is created. All positions vacant or created between July 10 and August 1st will be posted both internally and externally for a period of five (5) calendar days. Vacancies that occur after August 1st will be filled in the most expeditious method possible.
4. Extracurricular and Co-Curricular Positions
 - a. Vacancies in supplemental contracts and the requirement for posting, etc., shall be defined as only those supplemental contracts for extracurricular and co-curricular positions that might be filled by a person who did not hold such position the immediately preceding year or for any newly created supplemental contract position.
 - b. All vacant, as defined in A.4.a., above, or newly created supplemental contract extracurricular or co-curricular positions, will be posted pursuant to this Article.

B. Voluntary Transfers

1. A voluntary transfer is an employee-initiated transfer to a vacant position in the bargaining unit.
2. Two (2) bargaining unit members may voluntarily request to switch positions within their current building for a school year. Ordinarily, the request should be included in the form the teachers submit to the Superintendent or their designee by March 1st, but the teachers may also make such a request later, after they receive their assignment for the following school years. For requests submitted by March 1st, the building principal will notify the two (2) bargaining unit members no later than May 1st if their request has been approved. If a request is submitted following May 1st, the building principal will notify the two (2) bargaining unit members within fourteen (14) calendar days of receipt of the request.

C. Involuntary Transfers

1. An involuntary transfer is a Superintendent-initiated transfer of a bargaining unit member to a different building, or to a different grade level in the elementary grades, or to a different department in the secondary grades, that occurs without the bargaining unit member's approval. An involuntary transfer can only take place when a vacancy exists.
2. No bargaining unit member will be involuntarily transferred to a position for which the bargaining unit member does not hold a proper certificate/licensure.
3. A teacher who has been involuntarily transferred to a different building, to a different grade level in the elementary grades, or to a different department may request in writing a meeting with the Superintendent to discuss the merits of the transfer and, at his/her option, may have a representative of his/her choice at this meeting.
4. If the teacher so requests, the Superintendent shall give in writing the reason(s) for the involuntary transfer.
5. A bargaining unit member shall not be involuntarily transferred two (2) years in a row unless due to the implementation of a Reduction in Force. If a vacancy subsequently occurs involving the position the bargaining unit member was involuntarily transferred from, the bargaining unit member may request to be returned to that position and the request will be granted.
6. A bargaining member who has been involuntarily transferred shall receive up to thirty (30) hours for the purpose of curriculum development, training, and/or other supports necessary to be successful. Additional extended hours may be approved by the bargaining unit member's immediate supervisor. Additionally, as necessary, the bargaining unit member shall receive up to seven and one half (7.5) hours to move his/her materials, resources, etc. due to the involuntary transfer. If the bargaining unit member requests custodial assistance with the move, the building principal will schedule the custodial assistance at a mutually agreeable date and time.
7. Prior to the implementation of a transfer (be it voluntary or involuntary), the bargaining unit member and the principal responsible to supervise the position for which the bargaining unit member will be working, shall hold a collaborative meeting to discuss the principal's expectations for the position and to discuss what supports the bargaining unit member may require in order to be successful in the position.

D. Assignments

1. A tentative teaching assignment for the following school year shall be given to each full-time teacher prior to June 15 or not more than two (2) weeks after the contract or salary notice is sent, whichever is later. This assignment shall contain the name of the teacher, school year, grade and/or subject area, and building assignment.
2. Those teachers with eight (8) years or less teaching experience in Triway Local Schools are subject to reassignment to another grade within their currently assigned building at the discretion of the Building Principal if there are no voluntary requests from other staff members with more than eight (8) years' experience teaching in Triway Local Schools. If there is no teacher with eight (8) years or less experience, then the most recently employed teacher in the building will be reassigned. This paragraph is not grievable.
3. When a new course offering is added to the curriculum, existing staff will be notified of the assignment or course based on proper existing licensure and have the opportunity to request the new course/assignment before a new hire.
4. In the event of catastrophic or extreme circumstances (i.e. health crisis, natural disaster, etc. which requires the temporary closure of building(s) etc.) where the work assignment of bargaining unit member(s) may require modifications, the administration shall meet with the affected bargaining unit member(s) to discuss the potential modifications to the assignment. The Association President or his/her designee shall attend the meeting(s). Changes or modifications must be bargained. Regular check-ins will occur to discuss the effectiveness of the temporary assignment modifications, changes in the temporary assignment, as well as the timelines for the temporary assignment.

ARTICLE 24. PERSONNEL FILES

- A.** The only personnel file for each certificated/licensed employee will be maintained in the Superintendent's Office. There will be no other information kept anywhere regarding a staff member, except salary and benefit data necessary for the Board Treasurer and except incidental day-to-day data kept by a Principal which shall be shared with the teacher upon request.
- B.** All teachers have the right, upon request, to see his/her personnel file. The staff member will be given an opportunity to attach a statement of rebuttal or explanation to any document in his/her personnel file.
- C.** All documents included in a teacher's personnel file will be dated and identifiable as to source, from September 1, 1983 forward.

- D. A teacher may request and will receive one (1) copy of any item in his/her personnel file exclusive of confidential letters of recommendation or references.
- E. There shall not be any material in the personnel file that is obsolete, inaccurate, irrelevant, incomplete, untimely, or inappropriate for retention. If a teacher believes that this Section is applicable, the matter must be brought to the attention of the Superintendent for an investigation pursuant to ORC 1347 before filing a grievance.

ARTICLE 25. TEACHING CERTIFICATES/LICENSES

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

ARTICLE 26. CONTRACTS

A. Limited Contracts

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

B. Continuing Contracts

- 1. A teacher eligible for a continuing contract shall be the teacher holding a professional or permanent certificate/license who within the last five (5) years has taught at least three (3) years in the Triway Local District.
- 2. If a teacher is under new State certification/licensure standards, the teacher eligible for a continuing contract shall be the teacher who meets all of the following:
 - a. achieved at least his/her second non-probationary certificate/license;

- b. earned thirty (30) additional hours or hold a Master's or advanced degree in his/her certification/licensure area;
 - c. who within the last five (5) years has taught at least three (3) years in the Triway Local District; and
 - d. achieved "highly qualified" status based upon the No Child Left Behind Act.
 3. A teacher eligible for a continuing contract shall give written notification to the Board Treasurer of such eligibility by September 15 in the year that the teacher becomes eligible.
 4. A continuing contract is a contract that remains in effect until the teacher resigns, elects to retire, or is retired pursuant to ORC 3307.37, or until it is terminated or suspended.
 5. The Superintendent may recommend reemployment of said teacher under one (1) additional limited contract, not to exceed two (2) years, provided written notice of the intention, with reasons directed at the professional improvement, is given to the teacher on or before the thirtieth (30th) day of April, and provided said Board action has taken place prior to the same date. Any subsequent reemployment may be only under a continuing contract at the same salary plus any increment granted by the salary schedule.
 6. When a teacher holding a continuing contract in another Ohio district is employed, State law shall be followed in offering a continuing contract upon the Superintendent's recommendation, the Board may grant a continuing contract at the time of employment or any time during the first two (2) years of employment.
- C.** Issuance of contracts shall be in compliance with the Ohio Revised Code.
- D.** No teacher shall be released from his/her contract after the tenth (10th) day of July of any school year or during the school year prior to the termination of the annual session unless a replacement shall be readily available which the majority of the members of the Board, upon the recommendation of the Superintendent, believes to be of equal quality and ability to the teacher requesting release from his/her contract. A teacher terminating his/her contract in any other manner after July 10 shall cause the Board to file a complaint with the Ohio Department of Education, which may suspend the teacher's certificate/license for not more than one (1) year under ORC 3319.15.
- E.** Supplement contracts shall be issued for approved extra duty. The Board may annually nonrenew supplemental contracts by April 30 of each year without reason.

ARTICLE 27. EXTRACURRICULAR ACTIVITIES

- A.** A great variety of student activities have found their way into the school program steadily, naturally, and rightfully, for they contribute greatly to the educational opportunities offered children. Foremost among the requirements for a good extracurricular program is the understanding and cooperation of the teacher.
- B.** As a result of negotiations, several new positions for remuneration have been adopted. Due to this increasing number of positions and difficulties in assigning them, the Board requests the Association's assistance in helping recruit certified/licensed members to fill the positions.
- C.** The Board will develop all job descriptions for co-curricular and extracurricular positions. These descriptions will be reviewed and updated annually. Input will be solicited from those filling the positions.
- D.** The Board is not required to fill any position in Sections E, G and H, below, and will not allow any person to perform any of these duties without the pay stated.
- E. Head Teacher Job**
1. In any building where a Head Teacher is assigned in the absence of a Building Principal, the Head Teacher will have all the administrative rights accorded normally to a Principal, except the right to evaluate other members of the bargaining unit. Head Teachers will not evaluate or provide data for evaluation that would originate with the Head Teacher.
 2. Any persons who perform the task of Head Teacher will be provided twenty (20) days' extended time and a supplemental of twelve percent (12%) of BA base.
 3. The position of Head Teacher will not be used for the purpose of normally not employing building administrators.
- F.** In order to calculate the dollar figures of the "%," multiply the "%" figure by the BA/BS-0 step base salary in effect for that year. If more than one (1) salary schedule becomes effective in one (1) school year, the composite BA/BS-0 step base shall be used.
- G. Extracurricular Salary Schedule**
- Supplemental pay for Fall sports will be paid by December 30; supplemental pay for Winter sports will be paid by March 30; supplemental pay for Spring sports will be paid by June 30. Nonathletic supplemental pay will have separate pay runs, and the member must turn in his/her request for pay ten (10) days prior to December 30, March 30, and June 30.

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

ATHLETIC	0	1	2	3	4	5	6	7	8	9	10
GROUP I	17.00	17.25	17.50	17.75	18.00	18.25	18.50	18.75	19.00	19.25	19.50
Head Basketball											
Head Football											
GROUP II	16.00	16.25	16.50	16.75	17.00	17.25	17.50	17.75	18.00	18.25	18.50
Athletic Director											
GROUP III	13.00	13.25	13.50	13.75	14.00	14.25	14.50	14.75	15.00	15.25	15.50
Head Wrestling											
GROUP IV	12.00	12.25	12.50	12.75	13.00	13.25	13.50	13.75	14.00	14.25	14.50
Facilities Manager											
GROUP V	11.00	11.25	11.50	11.75	12.00	12.25	12.50	12.75	13.00	13.25	13.50
Gymnastics											
Head Baseball											
Head Softball											
Head Soccer											
Head Track											
Head Volleyball											
HS Cheerleader Advisor (Basketball)											
HS Cheerleader Advisor (Football)											
Head Bowling											
JH Athletic Director											
GROUP VI	9.50	9.75	10.00	10.25	10.50	10.75	11.00	11.25	11.50	11.75	12.00
Assistant Basketball											
Assistant Football											
Certified Athletic Trainer Per Season											
GROUP VII	7.50	7.75	8.00	8.25	8.50	8.75	9.00	9.25	9.5	9.75	10.00
9 th Basketball											
9 th Football											
9 th Cheerleader Advisor (Basketball)											
9 th Cheerleader Advisor (Football)											
Assistant Wrestling											
GROUP VIII	6.50	6.75	7.00	7.25	7.50	7.75	8.00	8.25	8.50	8.75	9.00
9 th Volleyball											
Assistant Baseball											
Assistant Soccer											
Assistant Softball											
Assistant Track											

ATHLETIC	0	1	2	3	4	5	6	7	8	9	10
Assistant Volleyball											
Head Cross Country											
Head Golf											
Head Tennis											
GROUP IX	5.50	5.75	6.00	6.25	6.50	6.75	7.00	7.25	7.50	7.75	8.00
JH Basketball											
JH Football											
JH Head Track											
JH Cheerleader Advisor (Basketball)											
JH Cheerleader Advisor (Football)											
JH Volleyball,											
GROUP X	4.50	4.75	5.00	5.25	5.50	5.75	6.00	6.25	6.50	6.75	7.00
Assistant JH Track											
Assistant JH Volleyball											
JH Cross Country											
JH Wrestling											
GROUP XI	4.00	4.25	4.50	4.75	5.00	5.25	5.50	5.75	6.00	6.25	6.50
Room, JH Assistant Wrestling											
Summer Weight Room											
GROUP XII	3.00	3.25	3.50	3.75	4.00	4.25	4.50	4.75	5.00	5.25	5.50
Assistant HS Cross Country											
Assistant Golf Coach											
E Sport											
HS Intramural											
Soccer Club											
Spring Weight Room											
Winter Weight Room											
GROUP XIII	2.70	2.95	3.20	3.45	3.70	3.95	4.20	4.45	4.70	4.95	5.20
5 th /6 th Grade Basketball											
Asst Summer Weight Room											
Elementary Flag Football											
Elementary Wrestling Coordinator											
GROUP XIV	2.40	2.65	2.90	3.15	3.40	3.65	3.90	4.15	4.40	4.65	4.90
JH Intramural											
GROUP XV	2.10	2.35	2.60	2.85	3.10	3.35	3.60	3.85	4.10	4.35	4.60
Assistant Winter Weight Room											
Assistant Spring Weight Room											
Fall Weight Room,											

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

H. Co-Curricular Salary Schedule

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

INSTRUCTIONAL	0	1	2	3	4	5	6	7	8	9	10
JUNIOR HIGH SCHOOL											
Academic Challenge	2.00	2.25	2.50	2.75	3.00	3.25	3.50	3.75	4.00	4.25	4.50
Department Head/Team Lead	3.00	3.25	3.50	3.75	4.00	4.25	4.50	4.75	5.00	5.25	5.50
Solo Ensemble Instrumental/Vocal	1.00	1.25	1.50	1.75	2.00	2.25	2.50	2.75	3.00	3.25	3.50
Newspaper	1.00	1.25	1.50	1.75	2.00	2.25	2.50	2.75	3.00	3.25	3.50
Memory Book	1.00	1.25	1.50	1.75	2.00	2.25	2.50	2.75	3.00	3.25	3.50
Invention Fair - Chairperson	3.00	3.25	3.50	3.75	4.00	4.25	4.50	4.75	5.00	5.25	5.50
Invention Fair - Science	2.00	2.25	2.50	2.75	3.00	3.25	3.50	3.75	4.00	4.25	4.50
Invention Fair - Optional	0.80	1.05	1.30	1.55	1.80	2.05	2.30	2.55	2.80	3.05	3.30
Spelling Bee	1.00	1.25	1.50	1.75	2.00	2.25	2.50	2.75	3.00	3.25	3.50
Student Council	1.80	2.05	2.30	2.55	2.80	3.05	3.30	3.55	3.80	4.05	4.30
Teen Institute	2.00	2.25	2.50	2.75	3.00	3.25	3.50	3.75	4.00	4.25	4.50
Titan Scholars	1.50	1.75	2.00	2.25	2.50	2.75	3.00	3.25	3.50	3.75	4.00
Young Authors	0.70	0.95	1.20	1.45	1.70	1.95	2.20	2.45	2.70	2.95	3.20
ELEMENTARY SCHOOL											
Team Leader	3.00	3.25	3.50	3.75	4.00	4.25	4.50	4.75	5.00	5.25	5.50
Outdoor Education - Overnight	\$150.00 per night for two (2) night stay										
Science Olympiad	0.50	0.75	1.00	1.25	1.50	1.75	2.00	2.25	2.50	2.75	3.00
Spelling Bee	0.70	0.95	1.20	1.45	1.70	1.95	2.20	2.45	2.70	2.95	3.20
Solo & Ensemble	0.70	0.95	1.20	1.45	1.70	1.95	2.20	2.45	2.70	2.95	3.20
Young Authors	0.70	0.95	1.20	1.45	1.70	1.95	2.20	2.45	2.70	2.95	3.20
DISTRICT TECHNOLOGY COMMITTEE											
High School (2 positions)	\$500 per position – Applicant may hold both positions										
Junior High (1 position)	\$500.00										
Elementary	\$500.00										
Shreve (2 positions)	\$500 per position – applicant may hold both positions										
Wooster Township (2 positions)	\$500 per position – applicant may hold both positions										
Franklin (1 position)	\$500 per position										
COMPETITION ROBOTICS	5.00	5.25	5.50	5.75	6.00	6.25	6.50	6.75	7.00	7.25	7.50

PROFESSIONAL DEVELOPMENT PRESENTOR STIPEND

Staff presenting professional development as in-service activities and approved by the DLC Chairperson, will receive a Fifty Dollar (\$50.00) stipend. The DLC Chairperson will submit the name/s of approved presenters to the Board Treasurer.

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

five (5) years, held a supplemental contract in Triway for that activity, regardless of level.

- J. The parties agree to establish an Extra-Curricular Supplemental Salary Review Committee during the 2021-2022 school year which shall be comprised of a Union team and Board team, each having an equal number of no more than four (4) people per team. This committee will review and make recommendations regarding Article 27 Extra Curricular Activities to the Board and the Association prior to negotiations for the next successor negotiated agreement.

ARTICLE 28. OTHER PAY

A. Extended Service

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

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

2. Those on extended service:
- | | | |
|----|---|---|
| a. | Industrial Art positions (1) | 15 days |
| b. | High School Guidance Counselors (2) | 20 days each |
| c. | Middle School Guidance Counselor (2) | 8 days each |
| d. | Elementary Guidance Counselors (2) | 6 days each |
| e. | Vocational Home Economics positions (1) | 20 days |
| f. | CBI Teacher (2) | 20 days each |
| g. | Vocational Agriculture Teacher (1) | 60 days (50% of which must be in the summer) |
| h. | HS Athletic Director (1) (2) | to be determined annually by the Superintendent |
| i. | Dean of Students (2) (4) | 6 days each |
| j. | Additional positions deemed necessary by the Superintendent are at the discretion of the Superintendent with Board approval. However, the Superintendent and the Association shall mutually agree on the necessity and amount of extended service for any additional positions. | |

- k. The superintendent will annually evaluate extended time. The superintendent may eliminate extended time days based on district finances, district enrollment, or changes in state standards or curriculum. The superintendent may decrease extended days a maximum of five (5) days per year for the duration of the negotiated agreement as long as the eliminated days do not reduce the bargaining unit members extended days by more than fifty (50%) percent.
- l. The superintendent will provide the bargaining unit member written notice of any change by July 1.
- m. As positions are vacated due to resignation and/or retirement, extended time may be reevaluated and increased/decreased as deemed necessary.
- n. In addition to the elimination of time based on m. above, extended time for the vocational education positions listed in A2e, A2f, and A2g above, will be as follows. No reduction will take the vocational education positions to less than fifty percent (50%) of the current numbers over the duration of the negotiated agreement:
 - 1) The year for performing extended time will be from August 20 of one year to August 19 of the next, meaning days worked after July 1 through August 19 will be paid on the rate in effect June 30.
 - 2) Each teacher shall start the year with the extended time as listed in A2e, A2f, and A2g above.
 - 3) The extended time for that year will be reduced based upon the EMIS Report of the current year's first full week of October count of student attendance based on V54 funding rate. If a different funding classification is required, then the number of students will be prorated using the different classification rate. (V54 is a factor of 0.1666 FTE per student.)

<u>Minimum Students</u>	<u>FTE</u>	<u>(A2e) Ext. Time</u>	<u>(A2g) Ext. Time</u>
66	11	20	60
60	10	17	50
54	9	14	40
48	8	10	30
42	7	7	20
36	6	3	10

- 4) Each vocational teacher has the right and obligation to recruit students for his/her program. The Board will provide release from classroom duties for this purpose.
- 5) In that A2f above, deal with training of "at risk" students, there will not be a reduction in extended time. However, the right and obligation of recruiting as described above are required of these positions also.
 - o. The numbers of extended days for the above extended day positions a. - j. at the expiration of the negotiated agreement will be the numbers for subsequent negotiation.

B. Summer School

If summer school courses are taught, the teacher will be reimbursed at an hourly rate of twenty-five dollars (\$25.00) per hour spent instructing and at least one (1) hour per day preparing.

C. Home Instructors

Home instructors shall be compensated at the rate of twenty-five dollars (\$25.00) per hour not to exceed five (5) hours per week. Additional hours may be granted per week based on the need of the assigned students. A home instructor may conduct make-up hours that may be necessary due to hours missed for purposes of leave and/or calamity. The home instructor shall notify his/her supervisor of the need to utilize make-up hours.

D. Curriculum Development

This will be paid at twenty-five dollars (\$25.00) per hour.

E. National Board Certification/Licensure Bonus

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

ARTICLE 29. TRAVEL EXPENSE

Triway employees, when on official school business or approved workshop, will be reimbursed at the IRS mileage rate. Only that mileage authorized by the Superintendent will be approved. Mileage shall be turned in to the Superintendent's Office by the last day of the month. Mileage turned in after the last day of the month will not be reimbursed. If travel for an official school business or approved workshop would support the use of alternate forms of travel like airplane or train, the bargaining unit member must receive prior approval. Only travel authorized by the Superintendent and submitted within thirty (30) day of the conclusion of the event will be reimbursed.

ARTICLE 30. SEVERANCE ALLOWANCE

- A.** Any employee, other than those employed on hourly rates, having completed his/her last year of employment in the Triway School District before entering into age or service retirement is eligible for a severance allowance providing they have ten (10) years or more of service in the Triway School District, except this provision is waived if the Board, at the time of hire, grants more than ten (10) years salary experience credit.
- B.** The employee shall be paid his/her per diem daily rate in effect during the final year before retirement for twenty-five percent (25%) of his/her accrued Sick Leave up to a maximum of seventy-five (75) days effective July 1, 2003. The final calculation shall be made during the last month of service prior to retirement and upon confirmation from the State Teachers Retirement System Board.
- C. Eligibility**
- An employee's eligibility for severance pay shall be determined as of the final date of employment. The criteria are:
1. the individual retires from the school system;
 2. retirement disability or service retirement under any state or municipal retirement system in this State;
 3. the individual must be eligible for disability or service retirement as of the last date of employment;
 4. the individual must, within one hundred twenty (120) days of last day of employment, prove acceptance into the retirement system by having received and cashed his/her first retirement check;
 5. the individual must have not less than ten (10) years of service with this School District, the State, or its political subdivisions; and
 6. the individual must sign for severance check certifying all eligibility criteria have been met.
- D.** Receipt of payment for accrued but unused Sick Leave shall eliminate all Sick Leave accrued by the employee.
- E.** Severance pay shall be paid to all employees the first pay date in the calendar year following the year of retirement.

F. Service Death Benefit

If an employee dies after ten (10) years of continuous service in the District, the death benefit severance pay would be paid to the member's estate. This death benefit payment of severance would extinguish the retirement severance benefit.

ARTICLE 31. EARLY RETIREMENT INCENTIVE PAYMENT

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

ARTICLE 32. PROFESSIONAL DEVELOPMENT FUND

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

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

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

ARTICLE 33. RESIDENT EDUCATOR PROGRAM

A. Purpose

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

B. Definitions

1. Resident Educator Program

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

2. Mentor

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

3. Resident Educator Teacher

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

C. Committee

1. The Committee shall be comprised of five (5) members, with three (3) appointed by the TEA Executive Committee and two (2) appointed by the Superintendent by May 1 of each school year.

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

3. Committee members shall meet annually to assign mentor/mentees. Release time may be provided to attend committee meeting as needed;

4. The Committee shall select the teachers who will act as Mentor Teachers.

D. Mentors

1. Qualifications

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

2. Selections

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

3. Training

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

4. Responsibilities

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

5. Release Time

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

6. Stipend

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

7. Continuing Mentor Assignments

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

E. Lead Mentors

1. Qualifications

A District Lead Mentor should:

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

2. Selections

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

3. Responsibilities

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

4. Release Time

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

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

F. Resident Educators and Teachers new to the district:

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

G. Protections

1. At any time, either the Mentor Teacher or the Resident Educator may exercise the option to have a new Mentor assigned. The Mentor and the Resident Educator must operate in a trusting and comfortable relationship; therefore, no specifics shall be given as to the exercise of the option and no prejudice or evaluation is to be given such change.

2. All members of the Committee, Mentor Teachers, and Resident Educators shall keep confidential all discussions, actions, materials and other information to the extent permitted by law.
3. The regular evaluation of the Mentor Teacher shall not be affected in any aspect by the Resident Educator Program or its demands.
4. The Mentor Teacher shall not be held liable for the performance of a Resident Educator or evaluated based on the teacher's performance as a Mentor Teacher.
5. Resident Educators shall be provided all due process provisions allowed by the master agreement or Ohio Revised Code.
6. This Article shall not be subject to the grievance procedure.

H. Program Review/Revisions

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

I. Records

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

ARTICLE 34. SALARY AND PAYROLL

A. Completion of Required Forms

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

B. Additional Training

1. Teachers eligible to advance on the salary schedule must show evidence of additional training to the Board Treasurer and the Superintendent prior to September 15 of each year. Teachers employed after the beginning of the

school year shall be credited with the number of semester hours completed at the time of employment.

2. Hours of training shall be semester hours (quarter hours equivalent) of training in/or recognized by an educational institution approved by the Ohio Department of Education for the training of teachers or equivalent hours for any out-of-state institution.

C. Armed Forces of the United States Credit

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

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

D. Prior Experience Credit

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

E. 150 HR Column Definition

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

F. Year of Salary Credit

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

G. Equal Employment

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

H. Pay Periods

1. Teachers shall be paid in twenty-four (24) installments for their regular duty. Bargaining unit members’ paychecks will be deposited directly into the

banks of their choice. Paychecks will be direct-deposited on the fifth (5th) and the twentieth (20) of each month.

2. If a paycheck is due to fall on a bank holiday or Saturday or Sunday, then paychecks will be direct-deposited by noon (12:00 PM) the prior workday.
3. Each member will be provided with an electronic paycheck stub

I. Attendance Reports

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

J. Salary Advancements

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

K. Listing of Deductions

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

L. STRS Pick-Up

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

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

M. Paycheck Errors

If for any non-intentional reason, a teacher is under/overpaid, the Board shall make the addition/deduction from the employee's next pay after the error has been called

to the attention of the employee in writing, unless the error exceeds Fifty Dollars (\$50.00) at which time the error will be added/deducted equally over the remaining pay periods on the employee's contract year. Exceptions will be retirement which must be totally taken out prior to June 30.

N. Salary Schedule Index

Years	Tutors*	BA/BS	150 HRS	MA/MS	MA w/15
0	0.78000	1.00000	1.04000	1.08000	1.10000
1	0.78000	1.03900	1.08400	1.12900	1.14900
2	0.78000	1.07800	1.12800	1.17800	1.19800
3	0.81000	1.11700	1.17200	1.22700	1.24700
4	0.81000	1.15600	1.21600	1.27600	1.29600
5	0.81000	1.19500	1.26000	1.32500	1.34500
6	0.83000	1.23400	1.30400	1.37400	1.39400
7	0.83000	1.27300	1.34800	1.42300	1.44300
8	0.83000	1.31200	1.39200	1.47200	1.49200
9	0.86000	1.35100	1.43600	1.52100	1.54100
10	0.86000	1.39000	1.48000	1.57000	1.59000
11	0.86000	1.42900	1.52400	1.61900	1.63900
12	0.89000	1.46800	1.56800	1.66800	1.68800
13	0.89000	1.50700	1.61200	1.71700	1.73700
14	0.89000	1.54600	1.65600	1.76600	1.78600
15	0.89000	1.55500	1.70000	1.81500	1.83500
16	0.89000	1.56300	1.71000	1.86400	1.88400
17	0.89000	1.57200	1.72000	1.88400	1.90400
18	0.89000	1.58000	1.74000	1.90400	1.92400
19	0.89000	1.60000	1.75500	1.92400	1.94400
20	0.89000	1.61800	1.78000	1.95000	1.97000
21	0.89000	1.62300	1.80000	1.96000	1.98300
22	0.89000	1.62800	1.80500	1.97000	1.99500
23	0.89000	1.63300	1.81000	1.98000	2.00800
24	0.89000	1.63800	1.81500	1.99000	2.02000
25	0.89000	1.64300	1.82000	2.00000	2.03300
26	0.89000	1.64800	1.82500	2.01000	2.04500
27	0.89000	1.65300	1.83000	2.02000	2.05800
28	0.89000	1.65800	1.83500	2.03000	2.07000
29	0.89000	1.66300	1.84000	2.04000	2.08300
30	0.89000	1.66800	1.84500	2.05000	2.10000

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

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

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

2014-2015 - 2

Salary Schedule FY 2022-2023

Years	Tutors	BA/BS	150 HRS	MA/MS	MA w/15
0	\$31,333	\$40,171	\$41,778	\$43,385	\$44,188
1	\$31,333	\$41,738	\$43,545	\$45,353	\$46,156
2	\$31,333	\$43,304	\$45,313	\$47,321	\$48,125
3	\$32,539	\$44,871	\$47,080	\$49,290	\$50,093
4	\$32,539	\$46,438	\$48,848	\$51,258	\$52,062
5	\$32,539	\$48,004	\$50,615	\$53,227	\$54,030
6	\$33,342	\$49,571	\$52,383	\$55,195	\$55,998
7	\$33,342	\$51,138	\$54,151	\$57,163	\$57,967
8	\$33,342	\$52,704	\$55,918	\$59,132	\$59,935
9	\$34,547	\$54,271	\$57,686	\$61,100	\$61,904
10	\$34,547	\$55,838	\$59,453	\$63,068	\$63,872
11	\$34,547	\$57,404	\$61,221	\$65,037	\$65,840
12	\$35,752	\$58,971	\$62,988	\$67,005	\$67,809
13	\$35,752	\$60,538	\$64,756	\$68,974	\$69,777
14	\$35,752	\$62,104	\$66,523	\$70,942	\$71,745
15	\$35,752	\$62,466	\$68,291	\$72,910	\$73,714
16	\$35,752	\$62,787	\$68,692	\$74,879	\$75,682
17	\$35,752	\$63,149	\$69,094	\$75,682	\$76,486
18	\$35,752	\$63,470	\$69,898	\$76,486	\$77,289
19	\$35,752	\$64,274	\$70,500	\$77,289	\$78,092
20	\$35,752	\$64,997	\$71,504	\$78,333	\$79,137
21	\$35,752	\$65,198	\$72,308	\$78,735	\$79,659
22	\$35,752	\$65,398	\$72,509	\$79,137	\$80,141
23	\$35,752	\$65,599	\$72,710	\$79,539	\$80,663
24	\$35,752	\$65,800	\$72,910	\$79,940	\$81,145
25	\$35,752	\$66,001	\$73,111	\$80,342	\$81,668
26	\$35,752	\$66,202	\$73,312	\$80,744	\$82,150
27	\$35,752	\$66,403	\$73,513	\$81,145	\$82,672
28	\$35,752	\$66,604	\$73,714	\$81,547	\$83,154
29	\$35,752	\$66,804	\$73,915	\$81,949	\$83,676
30	\$35,752	\$67,005	\$74,115	\$82,351	\$84,359

Salary Schedule FY 2023-2024

Years	Tutors	BA/BS	150 HRS	MA/MS	MA w/15
0	\$31,960	\$40,974	\$42,613	\$44,252	\$45,071
1	\$31,960	\$42,572	\$44,416	\$46,260	\$47,079
2	\$31,960	\$44,170	\$46,219	\$48,267	\$49,087
3	\$33,189	\$45,768	\$48,022	\$50,275	\$51,095
4	\$33,189	\$47,366	\$49,824	\$52,283	\$53,102
5	\$33,189	\$48,964	\$51,627	\$54,291	\$55,110
6	\$34,008	\$50,562	\$53,430	\$56,298	\$57,118
7	\$34,008	\$52,160	\$55,233	\$58,306	\$59,125
8	\$34,008	\$53,758	\$57,036	\$60,314	\$61,133
9	\$35,238	\$55,356	\$58,839	\$62,321	\$63,141
10	\$35,238	\$56,954	\$60,642	\$64,329	\$65,149
11	\$35,238	\$58,552	\$62,444	\$66,337	\$67,156
12	\$36,467	\$60,150	\$64,247	\$68,345	\$69,164
13	\$36,467	\$61,748	\$66,050	\$70,352	\$71,172
14	\$36,467	\$63,346	\$67,853	\$72,360	\$73,180
15	\$36,467	\$63,715	\$69,656	\$74,368	\$75,187
16	\$36,467	\$64,042	\$70,066	\$76,376	\$77,195
17	\$36,467	\$64,411	\$70,475	\$77,195	\$78,014
18	\$36,467	\$64,739	\$71,295	\$78,014	\$78,834
19	\$36,467	\$65,558	\$71,909	\$78,834	\$79,653
20	\$36,467	\$66,296	\$72,934	\$79,899	\$80,719
21	\$36,467	\$66,501	\$73,753	\$80,309	\$81,251
22	\$36,467	\$66,706	\$73,958	\$80,719	\$81,743
23	\$36,467	\$66,911	\$74,163	\$81,129	\$82,276
24	\$36,467	\$67,115	\$74,368	\$81,538	\$82,767
25	\$36,467	\$67,320	\$74,573	\$81,948	\$83,300
26	\$36,467	\$67,525	\$74,778	\$82,358	\$83,792
27	\$36,467	\$67,730	\$74,982	\$82,767	\$84,324
28	\$36,467	\$67,935	\$75,187	\$83,177	\$84,816
29	\$36,467	\$68,140	\$75,392	\$83,587	\$85,349
30	\$36,467	\$68,345	\$75,597	\$83,997	\$86,045

Salary Schedule FY 2024-2025

Years	Tutors	BA/BS	150 HRS	MA/MS	MA w/15
0	\$32,599	\$41,793	\$43,465	\$45,136	\$45,972
1	\$32,599	\$43,423	\$45,304	\$47,184	\$48,020
2	\$32,599	\$45,053	\$47,143	\$49,232	\$50,068
3	\$33,852	\$46,683	\$48,981	\$51,280	\$52,116
4	\$33,852	\$48,313	\$50,820	\$53,328	\$54,164
5	\$33,852	\$49,943	\$52,659	\$55,376	\$56,212
6	\$34,688	\$51,573	\$54,498	\$57,424	\$58,259
7	\$34,688	\$53,202	\$56,337	\$59,471	\$60,307
8	\$34,688	\$54,832	\$58,176	\$61,519	\$62,355
9	\$35,942	\$56,462	\$60,015	\$63,567	\$64,403
10	\$35,942	\$58,092	\$61,854	\$65,615	\$66,451
11	\$35,942	\$59,722	\$63,693	\$67,663	\$68,499
12	\$37,196	\$61,352	\$65,531	\$69,711	\$70,547
13	\$37,196	\$62,982	\$67,370	\$71,759	\$72,594
14	\$37,196	\$64,612	\$69,209	\$73,806	\$74,642
15	\$37,196	\$64,988	\$71,048	\$75,854	\$76,690
16	\$37,196	\$65,322	\$71,466	\$77,902	\$78,738
17	\$37,196	\$65,699	\$71,884	\$78,738	\$79,574
18	\$37,196	\$66,033	\$72,720	\$79,574	\$80,410
19	\$37,196	\$66,869	\$73,347	\$80,410	\$81,246
20	\$37,196	\$67,621	\$74,392	\$81,496	\$82,332
21	\$37,196	\$67,830	\$75,227	\$81,914	\$82,876
22	\$37,196	\$68,039	\$75,436	\$82,332	\$83,377
23	\$37,196	\$68,248	\$75,645	\$82,750	\$83,920
24	\$37,196	\$68,457	\$75,854	\$83,168	\$84,422
25	\$37,196	\$68,666	\$76,063	\$83,586	\$84,965
26	\$37,196	\$68,875	\$76,272	\$84,004	\$85,467
27	\$37,196	\$69,084	\$76,481	\$84,422	\$86,010
28	\$37,196	\$69,293	\$76,690	\$84,840	\$86,512
29	\$37,196	\$69,502	\$76,899	\$85,258	\$87,055
30	\$37,196	\$69,711	\$77,108	\$85,676	\$87,765

ARTICLE 35. DEDUCTIONS

A. Payroll Deductions For Dues

1. All bargaining unit members covered under Recognition and who authorize Association dues deductions shall have payroll deduction of dues equal to Association and affiliated dues. The process will be as follows:
2. Association dues/service fees deducted from teachers' paychecks will be provided to the Association Treasurer not later than five (5) calendar days after issuance of that particular pay.
3. Association dues/service fees shall be deducted equally from each remaining paycheck on a contract year basis. The Association Treasurer shall notify the Board Treasurer of the amount to be deducted for each employee by the end of the third week of September and shall commence not later than the second pay period after submission. Any new teacher who is employed after the beginning of these annual deductions shall have the amount prorated and deducted over the remaining paychecks so as to be completed at the same paycheck as all other teachers. The Association shall not grieve non-intentional mistakes in deductions made by the Board Treasurer, so long as the errors are corrected in a reasonable time.
4. These deductions shall continue from year to year automatically unless the bargaining unit member elects to cancel membership pursuant to the Association's bylaws and notified the Board Treasurer of such cancellation. A membership year is defined from September 1 to August 31.

B. Fair Share Fees (if applicable by law)

1. The Board shall deduct the periodic dues of Association members and shall deduct a fair share fee (in the manner described below) from all nonmembers of the Association equal to Association and affiliate dues.
2. Bargaining unit members who do not elect to become members of the Association within sixty (60) calendar days following his/her initial day of actual work shall be required to pay to the Association the fair share fee. No service fee shall be assessed or collected during the first days following a new employee's initial day of actual work.
3. The Association agrees to hold the Board harmless in any suit, claim or administrative proceeding arising out of or connected with the imposition, determination or collection of service fees or dues and to indemnify the Board for any liability imposed on it as a result of any such suit, claim or administrative proceeding, including attorney fees and court costs. For purposes of this Section, the term "Board" includes the Board of Education of the Triway Local School District, its members, the Treasurer, Superintendent, and all members of the administrative staff.

ARTICLE 36. INSURANCES

A. Availability/Deductions/Part-Time

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

B. Hospitalization/Surgical/Major Medical

1. Premium – Bargaining unit members taking insurance shall pay:

July 1, 2017 – December 31, 2017; Current Contract Language, No Premiums

January 1, 2018 – June 30 2018; Fifty-two Dollars (\$52.00) per pay for a family plan (for a total of 12 pays), Twenty one dollars and fifty cents (\$21.50) per pay for a single plan (for a total of 12 pays), towards the premium;

July 1, 2018 – June 30, 2019; Fifty-five Dollars (\$55.00) per pay for a family plan (for a total of 24 pays), Twenty-three dollars (\$23.00) per pay for a single plan (for a total of 24 pays), towards the premium;



July 1, 2019 – June 30, 2020; Fifty-seven Dollars and fifty cents (\$57.50) per pay for a family plan (for a total of 24 pays), Twenty-five Dollars (\$25.00) per pay for a single plan (for a total of 24 pays), towards the premium;

selected by the employee whether self-funded or covered by an insurance carrier with the general benefits as listed in this Agreement.

2. Both Spouses Employed - If both spouses are employed in the District, the Board is only obligated to pay the premium for one (1) family plan or two (2) single plans (if there are no children).
3. Dependent Eligibility - Eligible dependents include spouse, dependent child(ren) from birth to age twenty-six (26) (who is/are unmarried, not employed on a regular full-time basis and dependent on the employee for support), and unmarried dependent child(ren) of any age who is/are incapable of self-support due to a physical or mental disability which arose prior to attainment of age twenty-six (26).
4. Selection of Carrier - The Board shall have the right to change the insurance carrier, to become self-insured, or to participate in a self-insurance plan or insurance consortium, so long as the level of benefits, deductible amounts and coverage's are equal to those below. This change shall not be allowed more than once annually, nor shall any plan restrict the employee's right to

go to any facility or doctor. Any insurance consultant used shall be neutral, i.e. shall not be a plan provider.

5. Coordination of Benefits - This coverage is primary when the employee under this coverage has a birth date before his/her spouse, when this coverage provides benefits not covered by the spouse's coverage, or when the other coverage does not have Coordination of Benefits.
6. Mail Order Prescription Drugs - If discount mail order prescription service is provided and selected by the employee, then prescription drugs ordered shall not be covered by Major Medical. Mail Order utilization will be mandatory for maintenance drugs. A member may use three retail maintenance drug prescriptions when receiving a new prescription prior to submitting via Mail Order.
7. PPO Insurance:

 <p>MEDICAL MUTUAL™</p> <p>CCL July 1, 2017 – December 31, 2017 Effective: January 1, 2018 – rev</p>	<p>Triway Local School District SuperMed Plus</p>	
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Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	26	
Older Aged Child (Cost 40% of Individual Premium)	28 Removal upon End of Calendar Year	
Blood Pint Deductible	0 pints	
Overall Annual Benefit Period Maximum	Does not apply	
3-month Deductible Carryover	Does not Apply	
Benefit Period Deductible – Single/Family ¹	\$500 / \$1,000	\$500/\$1,500
Coinsurance	80%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$500 / \$1,500	\$5,100 / \$10,300
Physician/Office Services		
Office Visit (Illness/Injury) ²	\$20 co-pay, then 80%	70% after deductible

¹ Maximum family deductible. Member deductible is the same as single deductible.

² The office visit copay applies to the cost of the office visit only.

Benefits	Network	Non-Network
Urgent Care Office Visit ²	\$20 co-pay, then 80%	70% after deductible
Immunizations - The following immunizations are covered: tetanus toxoid, rabies, meningococcal polysaccharide, HPV, influenza, varicella, MMR, hepatitis B, pneumococcal polysaccharide and zoster (shingles)	80% after deductible	50% after deductible
Preventative Services		
Routine Physical Exam (18 and over)	100% after deductible	50% after deductible
Well child Care Services including Exam and Immunizations (To age 18)	100%	70% after deductible
Well Child Care Laboratory Tests (To age 18)	100%	70% after deductible
Routine Mammogram and Associated Office Visit (One per benefit period)	100%	70%
Routine Pap Test and Associated Office Visit (One per benefit period)	100%	70%
Routine Screening for Chlamydia and Gonorrhea	100%	70%
Routine EKG, Chest X-ray, Complete Blood Count, Comprehensive Metabolic Panel, Urinalysis, and Cholesterol Testing (18 and over)	100%	70%
Routine (PSA) (18 and over)	100%	70%
Routine Bone Density Test	100%	70%
Routine Endoscopic Services	100%	70%
Outpatient Services		
Surgical Services	80% after deductible	70% after deductible
Diagnostic Services	80% after deductible	70% after deductible
Physical/Occupational/Chiropractic Therapies Facility and Professional (40 combined visits per benefit period)	80% after deductible	70% after deductible
Speech Therapy– Facility and Professional (10 visits per benefit period)	80% after deductible	70% after deductible
Cardiac Rehabilitation	80% after deductible	70% after deductible
Emergency use of an Emergency Room ³	\$75 co-pay, then 80%	
Non-Emergency use of an Emergency Room ⁴	\$75 co-pay, then 80%	\$75 copay, then 70%
Inpatient Facility		

³ Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible.

⁴ Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.

Benefits	Network	Non-Network
Semi-Private Room and Board	80% after deductible	\$100 copay per admission, then 70% (\$300 copay maximum per family per benefit period)
Maternity	80% after deductible	\$100 copay per admission, then 70% (\$300 copay maximum per family per benefit period)
Skilled Nursing Facility (100 days per benefit period)	80% after deductible	\$100 copay per admission, then 70% (\$300 copay maximum per family per benefit period)
Additional Services		
Allergy Testing and Treatments	80% after deductible	70% after deductible
Ambulance	80% after deductible	70% after deductible
Durable Medical Equipment	80% after deductible	70% after deductible
Home Healthcare	80% after deductible	50% after deductible
Hospice	80% after deductible	50% after deductible
Organ Transplants	80% after deductible	50% after deductible
Private Duty Nursing	80% after deductible	70% after deductible
Mental Health and Substance Abuse – Federal Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits	
Outpatient Mental Health Services		
Outpatient Substance Abuse		

Note: Services requiring a copayment are not subject to the single/family deductible.

Deductible and coinsurance expenses incurred for services by a non-network provider will also apply to the network deductible and coinsurance out-of-pocket limits. Deductible and coinsurance expenses incurred for services by a network provider will also apply to the non-network deductible and coinsurance out-of-pocket limits.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

 <p>MEDICAL MUTUAL™</p> <p>CCL July 1, 2017 – December 31, 2017 Effective: January 1, 2018 – rev</p>	<p>Triway Local School District SuperMed Plus</p>	
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Benefits	Copay	Day Supply
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	Same as Medical	
Formulary Retail Program with Oral Contraceptive Coverage		
Generic Copayment	\$20	30
Formulary Copayment	\$40	30
Non-formulary Copayment	\$100	30
Formulary Mail Order Program with Oral Contraceptive Coverage		
Generic Copayment	\$40	90
Formulary Copayment	\$80	90
Non-Formulary Copayment	\$200	90

Note: In an effort to continue our commitment to quality care and help contain the increasing cost of prescription drug coverage, a formulary feature is included in your prescription drug benefit.⁵ A formulary drug is a FDA approved prescription medication reviewed by an independent Pharmacy and Therapeutics Committee brought together by Medco Health Solutions, Inc. Formulary drugs can assist in maintaining quality care while meeting your plan's cost containment objectives.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

⁵ Includes RX Selections Drug List.

C. Insurance Review Committee

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

D. Hospitalization/Surgical/Major-Medical Insurance Opt Out

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

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

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

E. Group Term Life Insurance

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

F. Dental Insurance

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

G. Insurance While On Leave of Absence

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

H. COBRA Protection

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

I. Liability Settlements

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

J. Section 125 Plan

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

ARTICLE 37. TUTOR RIGHTS AND BENEFITS

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

A. Salary

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

B. Right To Interview For Teaching Position

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

C. Article 20 (Reduction In Force)

Tutors shall have no rights pursuant to this Article.

D. Article 25 (Contracts)

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

E. Article 35 (Insurances)

Tutors shall have the right to hospitalization and dental insurance.

F. Article 14 (Certified Personal Leave)

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

G. Article 19 (Sick Leave)

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

ARTICLE 38. REEMPLOYMENT OF RETIRED TEACHERS

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

- A.** The Board is under no obligation to employ any retired teacher and there is no expectation of reemployment when a teacher retires from the Triway Local School District. PRTs who previously worked in the District do not need to be interviewed by the Board for any vacant positions for which they apply. PRTs who previously worked in the District are not guaranteed a particular assignment upon reemployment. PRTs will be assigned to positions that are within their certification/licensure area(s).
- B.** PRTs will have no rights under the transfer and vacancy provisions of the Negotiated Agreement.
- C.** PRTs will be considered as new employees to the District with the exception that PRTs who previously worked in the District do not need to attend the New Teacher Orientation Program that is held prior to the commencement of classes in August.
- D.** Upon employment, PRTs will be placed at Step 0 on the salary schedule and given full credit for their educational level.
- E.** PRTs are eligible to participate in the District's health insurance program.
- F.** PRTs are not eligible for continuing contracts and will be awarded one (1) year contracts that will automatically expire at the end of the school year without notice of nonrenewal and without compliance with ORC 3319.11 and 3319.111. For the purpose of PRTs, the parties expressly agree that this provision supersedes and replaces ORC 3319.11 and 3319.111 and differs from the rights of other teachers contained in the Negotiated Agreement.
- G.** PRTs will be evaluated in accordance with the terms of the Negotiated Agreement.
- H.** PRTs may not accrue additional STRS credit as a result of their service following reemployment. Instead, the Board and the PRT shall make contributions to STRS that will fund a single life annuity with a reserve based on the PRT's accumulated

contributions during his/her period of service as a regular teacher following reemployment. For additional information concerning the annuity, see Ohio Revised Code 3307.35.

- I. Seniority for PRTs returning to service with the Board after retirement will return to zero (0) years and remain at zero (0) years for the PRTs entire "post-retirement" tenure (i.e. the PRT shall remain at the bottom of the RIF list). In the event of a reduction in force, the PRT will not have any of the bumping and/or recall rights set forth in the Negotiated Agreement.
- J. PRTs are not eligible for severance pay for accumulated Sick Leave and may not participate in any future retirement incentive programs.
- K. PRTs will be eligible to accumulate Sick Leave. Sick Leave shall commence at zero (0) days for PRTs. PRTs shall earn one and one-quarter (1-1/4) days of Sick Leave per month for the duration of their reemployment. PRTs may request an advance of up to five (5) days of Sick Leave, if necessary. PRTs must reimburse the Board for any advanced Sick Leave which is not earned at the time the PRT severs his/her employment with the District. The parties expressly agree that this provision supersedes and replaces ORC 3319.141.
- L. PRTs may not be considered for supplemental contract positions if qualified non-retired teachers apply. The parties expressly agree that this provision supersedes and replaces ORC 3313.53.
- M. Subject to these provisions, PRTs are part of the bargaining unit.
- N. The parties expressly agree and fully intend this Article to supersede and take precedent over any inconsistent and/or contrary provisions of the Ohio Revised Code, the Ohio Administrative Code, Federal laws and regulations, and any other provisions of the Negotiated Agreement.

ARTICLE 39. DURATION AND INTENT OF AGREEMENT

- A. This Agreement and the appendices hereto constitute the whole agreement between the Triway Local Board of Education and the Triway Education Association. This Agreement shall become effective July 1, 2021 and shall remain in full force and effect through June 30, 2022.
- B. If any Court of controlling jurisdiction orders nullification of any section of this Agreement, the parties shall meet in an attempt to work out an alternative solution.

FOR THE ASSOCIATION



Melissa Radich, President

Joel Glasser, LRC



Bargaining team member



Bargaining team member



Bargaining team member

FOR THE BOARD



Nate Schindewolf, Superintendent



Sue Kruse, Treasurer



Bargaining team member



Bargaining team member



Bargaining team member

CONSENSUS STATEMENT – CLASS SIZE

The Triway Education Association and Administration agree to continue in rich and collaborative discussion, collect and analyze multiple sources of information, and come to mutual agreement in regard to appropriate class sizes, purposeful meeting structures, reasonable efforts for class coverage, and strategic scheduling of courses offered. The Administration and Triway Education Association will, in good faith, continue these collaborative efforts with the best interests of both students and staff members at the forefront.

TRIWAY LOCAL SCHOOL DISTRICT
GRIEVANCE FORM

LEVEL _____

NAME _____ BUILDING _____

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

STATEMENT OF GRIEVANCE: _____

RELIEF SOUGHT: _____

Signature of Aggrieved _____

Date Filed at this Level _____

DISPOSITION RENDERED: _____

Signature of Person Rendering Deposition _____

Date _____

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



Circle One: I Agree I Disagree

Grievant Signature _____

Ohio Teacher Evaluation System

Self-Assessment

Self-Assessment Summary Tool

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

Name _____

Date _____

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

Pre-Observation Planning and Lesson Reflection Resource Questions

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

INSTRUCTIONAL PLANNING

FOCUS (Standard 4: Instruction)

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

ASSESSMENT DATA (Standard 3: Assessment)

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

PRIOR CONTENT KNOWLEDGE/ SEQUENCE/CONNECTIONS

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

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

KNOWLEDGE OF STUDENTS (Standard 1: Students)

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

INSTRUCTION AND ASSESSMENT

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

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

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

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

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

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

CLASSROOM ENVIRONMENT

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

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

ASSESSMENT OF STUDENT LEARNING

(Standard 3: Assessment)

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

PROFESSIONAL RESPONSIBILITIES

COLLABORATION AND COMMUNICATION (Standard 6)

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

PROFESSIONAL RESPONSIBILITY AND GROWTH (Standard 7)

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

Ohio Teacher Evaluation System

Assessment of Teacher Performance

Teacher Performance Evaluation Rubric

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

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

INSTRUCTIONAL PLANNING					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTIONAL PLANNING	<p>PRIOR CONTENT KNOWLEDGE / SEQUENCE / CONNECTIONS (Standard 1: Students; Standard 2: Content; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> Pre-Conference</p>	<p>The teacher's lesson does not build on or connect to students' prior knowledge, or the teacher may give an explanation that is illogical or inaccurate as to how the content connects to previous and future learning.</p>	<p>The teacher makes an attempt to connect the lesson to students' prior knowledge, to previous lessons or future learning but is not completely successful.</p>	<p>The teacher makes clear and coherent connections with students' prior knowledge and future learning—both explicitly to students and within the lesson.</p> <p>The teacher plans and sequences instruction to include the important content, concepts, and processes in school and district curriculum priorities and in state standards.</p>	<p>The teacher uses the input and contributions of families, colleagues, and other professionals in understanding each learner's prior knowledge and supporting their development. The teacher makes meaningful and relevant connections between lesson content and other disciplines and real-world experiences and careers as well as prepares opportunities for students to apply learning from different content areas to solve problems.</p> <p>The teacher plans and sequences instruction that reflects an understanding of the prerequisite relationships among the important content, concepts, and processes in school and district curriculum priorities and in state standards as well as multiple pathways for learning depending on student needs. The teacher accurately explains how the lesson fits within the structure of the discipline.</p>
	Evidence				

INSTRUCTIONAL PLANNING					
INSTRUCTIONAL PLANNING	<p>KNOWLEDGE OF STUDENTS (Standard 1: Students)</p> <p><i>Sources of Evidence:</i> Analysis of Student Data Pre-Conference</p>	<p>The teacher demonstrates a lack of familiarity with students' backgrounds and has made no attempts to find this information.</p> <p>The teacher's plan for instruction does not demonstrate an understanding of students' development, preferred learning styles, and/or student backgrounds/prior experiences.</p>	<p>The teacher demonstrates some familiarity with students' background knowledge and experiences and describes one procedure used to obtain this information.</p> <p>The teacher's instructional plan draws upon a partial analysis of students' development, readiness for learning, preferred learning styles, or backgrounds and prior experiences and/or the plan is inappropriately tailored to the specific population of students in the classroom.</p>	<p>The teacher demonstrates familiarity with students' background knowledge and experiences and describes multiple procedures used to obtain this information.</p> <p>The teacher's instructional plan draws upon an accurate analysis of the students' development, readiness for learning, preferred learning styles, and backgrounds and prior experiences.</p>	<p>The teacher demonstrates an understanding of the purpose and value of learning about students' background experiences, demonstrates familiarity with each student's background knowledge and experiences, and describes multiple procedures used to obtain this information.</p> <p>The teacher's analysis of student data (student development, student learning and preferred learning styles, and student backgrounds/prior experiences) accurately connects the data to specific instructional strategies and plans.</p> <p>The teacher plans for and can articulate specific strategies, content, and delivery that will meet the needs of individual students and groups of students.</p>
	Evidence				

Instruction and Assessment					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT	<p>LESSON DELIVERY (Standard 2: Content; Standard 4: Instruction; Standard 6: Collaboration and Communication)</p> <p><i>Sources of Evidence:</i> Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>A teacher's explanations are unclear, incoherent, or inaccurate, and are generally ineffective in building student understanding. The teacher uses language that fails to engage students, is inappropriate to the content, and/or discourages independent or creative thinking.</p> <p>The teacher fails to address student confusion or frustration and does not use effective questioning techniques during the lesson. The lesson is almost entirely teacher-directed.</p>	<p>Teacher explanations are accurate and generally clear but the teacher may not fully clarify information based on students' questions about content or instructions for learning activities or the teacher may use some language that is developmentally inappropriate, leading to confusion or limiting discussion.</p> <p>The teacher re-explains topics when students show confusion, but is not always able to provide an effective alternative explanation. The teacher attempts to employ purposeful questioning techniques, but may confuse students with the phrasing or timing of questions. The lesson is primarily teacher-directed.</p>	<p>Teacher explanations are clear and accurate. The teacher uses developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking.</p> <p>The teacher effectively addresses confusion by re-explaining topics when asked and ensuring understanding. The teacher employs effective, purposeful questioning techniques during instruction. The lesson is a balance of teacher-directed instruction and student-led learning.</p>	<p>Teacher explanations are clear, coherent, and precise. The teacher uses well-timed, individualized, developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking, including the appropriate use of questions and discussion techniques.</p> <p>The teacher accurately anticipates confusion by presenting information in multiple formats and clarifying content before students ask questions. The teacher develops high-level understanding through effective uses of varied levels of questions. The lesson is student-led, with the teacher in the role of facilitator.</p>
	Evidence				
	<p>DIFFERENTIATION (Standard 1: Students; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>The teacher does not attempt to make the lesson accessible and challenging for most students, or attempts are developmentally inappropriate.</p>	<p>The teacher relies on a single strategy or alternate set of materials to make the lesson accessible to most students though some students may not be able to access certain parts of the lesson and/or some may not be challenged.</p>	<p>The teacher supports the learning needs of students through a variety of strategies, materials, and/or pacing that make learning accessible and challenging for the group..</p>	<p>The teacher matches strategies, materials, and/or pacing to students' individual needs, to make learning accessible and challenging for all students in the classroom . The teacher effectively uses independent, collaborative and whole-class instruction to support individual learning goals and provides varied options for how students will demonstrate mastery.</p>
	Evidence				

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

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

Instruction and Assessment					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT	<p>ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations Post-Conference</p>	<p>The teacher does not routinely use assessments to measure student mastery.</p> <p>The teacher rarely or never checks the students' understanding of content. The teacher fails to make adjustments in response to student confusion.</p> <p>The teacher persists in using a particular strategy for responding to misunderstandings, even when data suggest the approach is not succeeding.</p> <p>The teacher does not provide students with feedback about their learning.</p>	<p>The teacher uses assessments to measure student mastery, but may not differentiate instruction based on this information.</p> <p>The teacher checks for student understanding and makes attempts to adjust instruction accordingly, but these adjustments may cause some additional confusion</p> <p>The teacher gathers and uses student data from a few sources to choose appropriate instructional strategies for groups of students.</p> <p>Students receive occasional or limited feedback about their performance from the teacher.</p>	<p>The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, although the teacher may not be able to anticipate learning obstacles.</p> <p>The teacher checks for understanding at key moments and makes adjustments to instruction (whole-class or individual students). The teacher responds to student misunderstandings by providing additional clarification.</p> <p>The teacher gathers and uses student data from a variety of sources to choose and implement appropriate instructional strategies for groups of students.</p> <p>The teacher provides substantive, specific, and timely feedback of student progress to students, families, and other school personnel while maintaining confidentiality.</p>	<p>The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, as well as examines classroom assessment results to reveal trends and patterns in individual and group progress and to anticipate learning obstacles.</p> <p>The teacher continually checks for understanding and makes adjustments accordingly (whole-class or individual students). When an explanation is not effectively leading students to understand the content, the teacher adjusts quickly and seamlessly within the lesson and uses an alternative way to explain the concept.</p> <p>By using student data from a variety of sources, the teacher appropriately adapts instructional methods and materials and paces learning activities to meet the needs of individual students as well as the whole class.</p> <p>The teacher provides substantive, specific, and timely feedback to students, families, and other school personnel while maintaining confidentiality. The teacher provides the opportunity for students to engage in self-assessment and show awareness of their own strengths and weaknesses. The teacher uses student assessment results to reflect on his or her own teaching and to monitor teaching strategies and behaviors in relation to student success.</p>
	Evidence				

Professionalism		Ineffective	Developing	Skilled	Accomplished
PROFESSIONALISM	<p>PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication; Standard 7: Professional Responsibility and Growth)</p> <p><i>Sources of Evidence:</i> Professional Development Plan or Improvement Plan; Pre-conference; Post-conference; daily interaction with others</p>	<p>The teacher fails to communicate clearly with students and families or collaborate effectively with professional colleagues.</p> <p>The teacher fails to understand and follow regulations, policies, and agreements.</p> <p>The teacher fails to demonstrate evidence of an ability to accurately self-assess performance and to appropriately identify areas for professional development.</p>	<p>The teacher uses a variety of strategies to communicate with students and families and collaborate with colleagues, but these approaches may not always be appropriate for a particular situation or achieve the intended outcome.</p> <p>The teacher understands and follows district policies and state and federal regulations at a minimal level.</p> <p>The teacher identifies strengths and areas for growth to develop and implement targeted goals for professional growth.</p>	<p>The teacher uses effective communication strategies with students and families and works effectively with colleagues to examine problems of practice, analyze student work, and identify targeted strategies.</p> <p>The teacher meets ethical and professional responsibilities with integrity and honesty. The teacher models and upholds district policies and state and federal regulations.</p> <p>The teacher sets data-based short- and long-term professional goals and takes action to meet these goals.</p>	<p>The teacher communicates effectively with students, families, and colleagues. The teacher collaborates with colleagues to improve personal and team practices by facilitating professional dialogue, peer observation and feedback, peer coaching and other collegial learning activities.</p> <p>The teacher meets ethical and professional responsibilities and helps colleagues access and interpret laws and policies and understand their implications in the classroom.</p> <p>The teacher sets and regularly modifies short-and long-term professional goals based on self-assessment and analysis of student learning evidence.</p>
	Evidence				

Professional Growth Plan

As a result of the evaluation process, teachers and evaluators should focus on accelerating and continuing teacher growth through professional development. Professional development should be individualized to the needs of the teacher, and specifically relate to his/her areas of refinement as identified in the teachers' evaluation. The evaluator should recommend professional development opportunities, and support the teacher by providing resources (e.g., time, financial).

Self-Directed

Collaborative

Teacher

Evaluator

<p style="text-align: center;"><u>Annual Focus</u> These are addressed by the evaluator as appropriate for this teacher.</p>	<p style="text-align: center;"><u>Date</u> Record dates when discussed</p>	<p style="text-align: center;"><u>Areas for Professional Growth</u> supports needed, resources, professional development Comments during conference with teacher and evaluator are made appropriate to the needs of the teacher.</p>
<p>Goal 1: Student Achievement/Outcomes for Students <i>Goal Statement:</i> <i>Evidence Indicators:</i></p>		
<p>Goal 2: Teacher Performance on the Ohio Standards for the Teaching Profession <i>Goal Statement:</i> <i>Evidence Indicators:</i></p>		

Evaluator Signature

Date

Teacher Signature

Date

The signatures above verify that the teacher and evaluator have discussed and agreed upon this Professional Growth Plan.

Improvement Plan

Teacher Name: _____

Grade Level/ Subject: _____

School year: _____

Building: _____

Date of Improvement Plan Conference: _____

Written improvement plans are to be developed in the circumstances when an educator makes below expected academic growth with his/ her students AND/OR receives an overall ineffective rating or an ineffective rating on any of the components of the OTES system. The purpose of the improvement plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If corrective actions are not made within the time as specified in the improvement plan, a recommendation may be made for dismissal or to continue on the plan.

Section 1: Improvement Statement - List specific areas for improvement as related to the *Ohio Standards for the Teaching Profession*. Attach documentation.

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

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

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

Improvement Plan (continued)

Section 3: Specific Plan of Action

Describe in detail specific plans of action that must be taken by the teacher to improve his/her performance. Indicate the sources of evidence that will be used to document the completion of the improvement plan.	
Actions to be Taken	Sources of Evidence that Will Be Examined

Section 4: Assistance and Professional Development

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

Date for this Improvement Plan to Be Evaluated:

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

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

Improvement Plan: Evaluation of Plan

Teacher Name: _____

Grade Level/
Subject: _____

School year: _____ Building: _____ Date of Evaluation: _____

The improvement plan will be evaluated at the end of the time specified in the plan. Outcomes from the improvement plan demonstrate the following action to be taken;

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

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

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

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

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

*The acceptable level of performance varies depending on the teacher's years of experience. Teachers in residency—specifically in Years 1 through 4—are expected to perform at the Developing level or above. Experienced teachers—with five or more years of experience—are expected to meet the Skilled level or above.

Post Conference Planning

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

Four Key Elements of the Instructional Post-Conference

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

1. Introduction/Greeting/Establish Length
 - Review Conference Process
 - General Impression Question

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

Classroom Walkthroughs / Informal Observation

Ohio Teacher Evaluation System

Classroom Walkthroughs and Informal Observations

An informal observation/ classroom walkthrough is a:

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

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

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

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

Guidelines for Informal Classroom Observations

Informally Observe All Teachers

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

Informally Observe As Often As You Can

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

Focusing on One or Two Areas

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

Make Time to Follow Up

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

Teacher Driven Observations

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

Types of Data

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

Informal Observation: General Form

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

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

Directions: This form serves as a record of an informal walkthrough by the teacher’s evaluator. The evaluator will likely not observe all the teaching elements listed below in any one informal observation. This record, along with records of additional informal observations, will be used to inform the summative evaluation of the teacher.

EVALUATOR OBSERVATIONS	
<input type="checkbox"/> Instruction is developmentally appropriate	<input type="checkbox"/> Lesson content is linked to previous and future learning
<input type="checkbox"/> Learning outcomes and goals are clearly communicated to students	<input type="checkbox"/> Classroom learning environment is safe and conducive to learning
<input type="checkbox"/> Varied instructional tools and strategies reflect student needs and learning objectives	<input type="checkbox"/> Teacher provides students with timely and responsive feedback
<input type="checkbox"/> Content presented is accurate and grade appropriate	<input type="checkbox"/> Instructional time is used effectively
<input type="checkbox"/> Teacher connects lesson to real-life applications	<input type="checkbox"/> Routines support learning goals and activities
<input type="checkbox"/> Instruction and lesson activities are accessible and challenging for students	<input type="checkbox"/> Multiple methods of assessment of student learning are utilized to guide instruction
<input type="checkbox"/> Other:	<input type="checkbox"/> Other:

Evaluator Summary Comments:

Recommendations for Focus of Informal Observations:

Evaluator Signature: _____

Photocopy to Teacher

Informal Observation: Open-Ended Form

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

TIMES	OBSERVATIONS

Evaluator Summary Comments:

Evaluator Signature:

Photocopy to Teacher

Ohio Teacher Evaluation System

Final Summative Rating

Final Summative Rating of Teacher Effectiveness

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

Check here if Improvement Plan has been recommended.

Teacher Signature _____ Date _____

Evaluator Signature _____ Date _____

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

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

TRIWAY LOCAL SCHOOL DISTRICT
OBSERVATION REPORT Library Media Specialist

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

The evaluation report which follows includes the principal's appraisal of the teacher to date

SCALE: (EX = Exemplary, VG = Very Good, S = Satisfactory, IN = Improvement Needed, SD = Serious Deficiency)

A.	Planning	Comments
	1. Establishing goals for the library	
	2. Implementing and maintaining process for selecting, processing, inventory materials	
	3. Establishing appropriate schedules for teachers and students	
	4. Completing reports accurately and on schedule	
	5. Maintains suitable budget and accounting procedures	
B.	Environment Library Skills	
	1. Maintain print and non-print material in good condition and that is supportive of curriculum	
	2. Providing an organized and welcoming environment	
	3. Maintaining written circulation policies and procedures	
	4. Incorporating computer-assisted instruction	
	5. Providing fair and effective supervision of assistants and volunteers	
C.	Teaching	
	1. Demonstrating knowledge of the curriculum	
	2. Assisting classroom teachers in obtaining curriculum	
	3. Developing/maintaining/improving instructional program of the library	
	4. Carries out procedures for orientation and supervision of the library	
D.	Professionalism	
	1. Communicates respectfully and appropriately	
	2. Demonstrates Professional Behavior	
	3. Maintaining good relationships with faculty, parents, and students	

Signature of Building Principal	Signature of Teacher
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* NOTE: The above signature does not indicate agreement, but that the opportunity to review same was available.

Teacher may affix letter of dissatisfaction with points as evaluated.

Ohio School Counselor Evaluation System

Informal Observations

Informal Observation: Open-Ended Form

School Counselor Name:

Activity Observed:

Date:

Evaluator Name:

Time Informal Observation Begins:

Time Informal Observation Ends:

Directions: This form serves as a record of an informal walkthrough by the school counselor’s evaluator. The evaluator will likely not observe all areas of the performance rubric in one informal observation. This record, along with additional informal and formal observations, will be used to inform the summative evaluation of the school counselor.

TIMES	OBSERVATIONS

Evaluator Summary Comments:

Pre-Observation Planning and Post-Observation Resource Questions

The following sample questions are intended to guide thinking and conversation. All questions will not apply to all observations. The purpose of the pre-observation conference and post-observation conference is to promote communication, understanding and reflection of professional practices.

Pre-Observation

- What are your goals for the school counseling program?
- What do you want to accomplish for the observation?
- How will you know if you accomplish your goals for the observation?
- How will your actions support the overall plan for the school counseling program?
- What could I observe you doing on a typical day?
- What is the rationale and context for what I will observe?
- What made you choose this particular activity?
- How will you prepare for the activity?
- What prior knowledge does the participant need to have for this activity?
- How can you get immediate feedback to make sure the participants understand the most important parts of your presentation?
- Discuss ways you meet the needs of students through individual planning.
- How will you help students develop skills for personal or social success?
- What collaboration might you have with colleagues in preparation for the observation?
- What might be some strategies for collaboration with colleagues inside and outside of your department?
- What outcome are you focused on?

- How do you plan to help students develop skills for academic success, career development, personal or social success?
- What data do you plan to collect that monitors student progress?
- How will you know that students demonstrate positive outcomes as a result of your work with them?

Post-Observation

- What do you feel was the strongest point of the observation? Why?
- To what extent do you think you accomplished your goals for the observation? How do you analyze and reflect on your work? In reflecting on this observation, what feedback would you give yourself?
- What would you do differently for the next observation in an attempt to accomplish your goals?
- How has monitoring data help improve student outcomes?
- After the observation, what will be your next steps?
- What would you most like to improve?
- What are some thoughts about providing responsive services to meet student needs?
- Discuss ways you could meet the needs of students through systems support.
- Discuss ways in which you can advocate for different groups of students.
- How can I as the evaluator help you reach your goals for the program?

Ohio School Counselor Evaluation System

Final Summative Rating

Final Summative Rating of School Counselor Effectiveness

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

Rubric Areas	Ineffective	Developing	Skilled	Accomplished
Standard 1: Comprehensive School Counselor Program Plan				
Standard 2: Direct Services for Academic, Career and Social/Emotional Development				
Standard 3: Indirect Services: partnerships and Referrals				
Standard 4: Evaluation and Data				
Standard 5: Leadership and Advocacy				
Standard 6: Professional Responsibility, Knowledge and Growth				
Metrics of Student Outcomes				
Area of reinforcement:		Area of Refinement:		
Final Summative (Overall) Rating	Ineffective	Developing	Skilled	Accomplished

Check here if Improvement Plan has been recommended.

School Counselor Signature _____

Date _____

Evaluator Signature _____

Date _____

Improvement Plan

Written improvement plans are to be developed when a school counselor receives an overall Ineffective rating. In addition, districts have discretion to place a school counselor on an improvement plan at any time based on deficiencies in any individual component of the evaluation system. The purpose of the improvement plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If corrective actions are not made within the time as specified in the improvement plan, a recommendation may be made for dismissal or to continue on the plan.

School Counselor Name:
School Year:

Date of Improvement Plan Conference:
Building:

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

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

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

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

Improvement Plan (continued)

Section 3: Specific Plan of Action

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

Actions to be Taken	Sources of Evidence that will Be Examined

Section 4: Assistance and Professional Development

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

Date for this Improvement Plan to be Evaluated:

School Counselor's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

Ohio School Counselor Evaluation System

Improvement Plan

Improvement Plan: Evaluation of Plan

School Counselor Name:
School Year:

Date of Evaluation:
Building:

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

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

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

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

School Counselor's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

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

Ohio School Counselor Evaluation System

Professional Growth Plan

Professional Growth Plan

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

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

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

Comments:

School Counselor: _____ Evaluator: _____ Date: _____

School Counselor Evaluation Rubric

The *School Counselor Evaluation Rubric* is intended to be scored holistically. This means the evaluator will assess which level provides the best overall description of the school counselor. The evaluator is to consider evidence gathered during the pre-observation conference, the observation, the post-observation conference, and informal observations of school counselor activities (if applicable) when completing the rubric.

Standard One: Comprehensive School Counseling Program Plan – School counselors collaboratively envision a plan for a comprehensive school counseling program that is developmental, preventative, responsible and in alignment with the school’s goals and mission.				
	Ineffective	Developing	Skilled	Accomplished
	The school counselor cannot articulate components of a comprehensive school counseling program.	The school counselor articulates all components of a comprehensive school counseling program.	The school counselor articulates all components of a comprehensive school counseling program, reflects on future program needs and works to design a plan of implementation.	The school counselor implements all components of a comprehensive school counseling program and frequently reflects on future program development.
	The school counselor does not collaborate with key stakeholders to set the goals, priorities and implementation strategies when a comprehensive school counseling program is being designed.	The school counselor collaborates with key stakeholders on a limited basis to set goals, priorities and implementation strategies that partially align to the school’s goals and mission when a comprehensive school counseling program is being designed.	The school counselor collaborates with key stakeholders to set the goals, priorities and implementation strategies that align to the school’s goals and mission when a comprehensive school counseling program is being designed.	The school counselor collaborates with key stakeholders to set the goals, priorities and implementation strategies that align to the school’s goals and mission when a comprehensive school counseling program is being designed and suggest enhancements and adjustments for program based on needs and results.
	The school counselor identifies no resources to implement the program.	The school counselor identifies resources needed to partially implement the program.	The school counselor identifies resources to fully implement the program.	The school counselor utilizes resources to fully implement the program from an innovative or diverse set of partners.
Evidence				

Ohio School Counselor Evaluation System

Assessment of School Counselor Performance

Standard Two: Direct Services for Academic, Career and Social/Emotional Development – School counselors develop a curriculum, offer individual student planning and deliver responsive services to assist students in developing and applying knowledge, skills and mindsets for academic, career and social/emotional development.				
	Ineffective	Developing	Skilled	Accomplished
	The school counselor lacks knowledge of academic program and/or does not deliver counseling, activities and/or experiences that support students' academic progress and goals.	The school counselor uses knowledge of the academic program to plan and deliver counseling, activities and/or experiences that support students' academic progress and goals.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to support students' academic progress and goals and makes adjustments as needed.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences in collaboration with stakeholders to support students' academic progress and goals and makes adjustments as needed.
	The school counselor does not deliver developmentally appropriate counseling, activities and/or experiences that build students' awareness of Ohio-specific college, career and education options and resources.	The school counselor inconsistently or ineffectively provides developmentally appropriate counseling, activities and/or experiences that build students' awareness of Ohio-specific college, career and education options and resources.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to support students' awareness of Ohio-specific college, career and education options and resources and makes adjustments as needed.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to enhance students' and parents/guardians' awareness of Ohio-specific college, career and education options and resources and makes adjustments as needed.
	The school counselor does not deliver counseling, activities and/or experiences that promote student well-being.	The school counselor attempts to deliver counseling, activities and/or experiences that promote student well-being with limited success.	The school counselor consistently delivers counseling, activities and/or experiences that promote students social/emotional development and well-being.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences in collaboration with stakeholders to promote students' social-emotional development and well-being and makes adjustments as needed.
Evidence				

Ohio School Counselor Evaluation System

Assessment of School Counselor Performance

Standard Three: Indirect Services: Partnership and Referrals – School counselors collaborate and consult with school personnel, parents/guardians, community partners and agencies/organizations to coordinate support for all students.				
	Ineffective	Developing	Skilled	Accomplished
	The school counselor provides no information to parents/guardians and school personnel for students' academic, career and social-emotional development.	The school counselor provides relevant information upon request to parents/guardians and school personnel for students' academic, career and social-emotional development.	The school counselor provides relevant information on a regular basis through collaboration with parents/guardians and school personnel for students' academic, career and social-emotional development.	The school counselor provides relevant information on a regular basis and initiates collaboration with parents/guardians and school personnel for students' academic, career and social-emotional development.
	The school counselor does not coordinate school and community resources to support students and promote their success.	The school counselor attempts to coordinate school and community resources to support students and promote their success, but has limited success.	The school counselor coordinates school and community resources to support students and promote their success.	The school counselor coordinates school and community resources and positively influences the types of services the partners provide to support students and promote their success.
	The school counselor does not make referrals on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services.	The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services only upon request.	The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services.	The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services and follows up within the guidelines of confidentiality when appropriate.
Evidence				

Ohio School Counselor Evaluation System

Assessment of School Counselor Performance

Standard Four: Evaluation and Data – School counselors collaboratively engage in a cycle of continuous improvement using data to identify needs, plan and implement programs, evaluate impact and adjust accordingly.				
	Ineffective	Developing	Skilled	Accomplished
	The school counselor does not monitor student performance and progress.	The school counselor does limited monitoring of individual and group student performance and progress data to identify gaps and develops some appropriate interventions to enhance or improve student success.	The school counselor monitors individual and group student performance and progress data to identify gaps and develops appropriate interventions to enhance or improve student success.	The school counselor monitors individual and group student performance and progress data to identify gaps and develops appropriate interventions to enhance or improve student success and foster student self-monitoring.
	The school counselor does not monitor effectiveness of the program.	The school counselor uses some data with minimal effectiveness to conduct program monitoring, assesses implementation and effectiveness, and makes adjustments for program improvement accordingly.	The school counselor effectively uses data to conduct program monitoring, assesses implementation and effectiveness, and makes adjustments for program improvement accordingly.	The school counselor uses comprehensive data to conduct regular program monitoring, assesses implementation and effectiveness, and collaborates with stakeholders to make adjustments for program improvement accordingly.
Evidence				

Ohio School Counselor Evaluation System

Assessment of School Counselor Performance

Standard Five: Leadership and Advocacy – School counselors lead school efforts and advocate for policies and practices that support an equitable, safe, inclusive and positive learning environment for all students.				
	Ineffective	Developing	Skilled	Accomplished
	The school counselor does not attempt to establish professional relationships within the school through communication, teamwork and collaboration.	The school counselor attempts to establish professional relationships within the school through communication, teamwork and collaboration with limited success.	The school counselor establishes and maintains professional relationships within and outside of the school through communication, teamwork and collaboration.	The school counselor establishes and strengthens strategic professional relationships within and outside of the school through communication, teamwork and collaboration.
	The school counselor does not advocate for nor responds to the needs of diverse populations.	The school counselor attempts to respond to the needs of diverse populations and has demonstrated progress in promoting an inclusive, responsive and safe school environment for its diverse members.	The school counselor effectively advocates for and responds to the needs of diverse populations, resulting in a positive impact on practices that promotes an inclusive, responsive and safe school environment for its diverse members.	The school counselor effectively advocates for practices within and outside of the school community and proactively addresses the changing needs of diverse populations resulting in a positive impact that promotes an inclusive, responsive and safe school environment for its diverse members.
	The school counselor is unable to identify community, environmental and institutional factors that enhance or impede development and does not advocate for equity of opportunity for all students.	The school counselor identifies community, environmental and institutional factors that enhance or impede development but does not advocate for equity of opportunity for all students.	The school counselor identifies community, environmental and institutional factors that enhance or impede development and advocates for equity of opportunity for all students.	The school counselor identifies community, environmental and institutional factors that enhance or impede development and collaborates with stakeholders to advocate for programs, policies and practices that ensure equity of opportunity for all students.

(continued on next page)

Ohio School Counselor Evaluation System

Assessment of School Counselor Performance

	Ineffective	Developing	Skilled	Accomplished
	The school counselor does not promote the program or the role of the school counselor in achieving the school's mission and student success.	The school counselor occasionally promotes the program and is beginning to articulate the role of the school counselor in achieving the school's mission and student success.	The school counselor effectively and consistently promotes the program and articulates the role of the school counselor in achieving the school's mission and student success.	The school counselor effectively and consistently promotes the program and articulates the role of the school counselor in achieving the school's mission and student success, and contributes to the advancement of the school counseling profession.
Evidence				

Metric(s) of Student Outcomes – School counselors demonstrate an ability to produce positive student outcomes using pre-determined metrics.

	Ineffective	Developing	Skilled	Accomplished
	The school counselor does not collect data nor demonstrate a positive change in students' knowledge, behavior or skills.	The school counselor does collect data, but cannot demonstrate a positive change in students' knowledge, behavior or skills.	The school counselor clearly demonstrates a positive change in students' knowledge, behavior or skills within at least one student domain.	Clearly demonstrates a positive change in students' knowledge, behavior or skills within three student domains.
Evidence				

RESIDENT EDUCATOR

A. Committee

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

B. Mentors

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

C. Resident Educators and Teachers new to the District:

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

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

D. Program Review/Revisions

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

E. Records

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

CENTER FOR THE TEACHING PROFESSION

M. Master Teacher Program Requirements at a Glance

District Responsibilities:

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

Local Committee Responsibilities:

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

Teacher Responsibilities:

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

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

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

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

Master Teacher Program Overview

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

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

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

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

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

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

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

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

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

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

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

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

[I – EMIS Reporting Form](#) (PDF)

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

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

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

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

