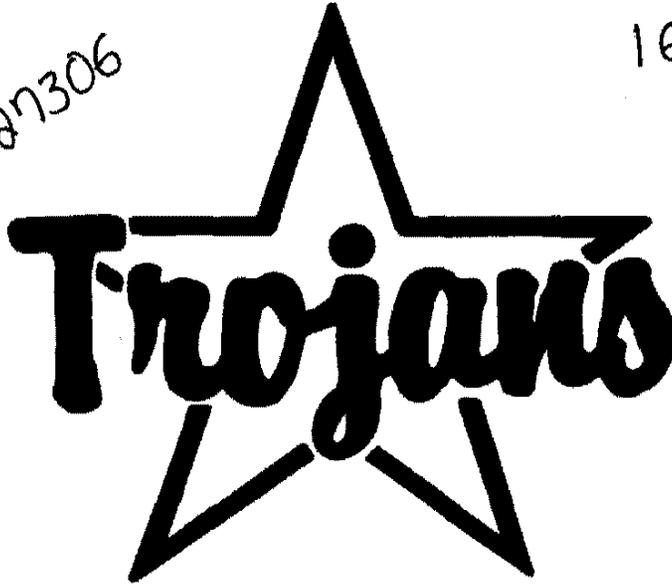


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**PROFESSIONAL NEGOTIATIONS
AGREEMENT**

**BETWEEN THE TROY BOARD OF EDUCATION
AND
THE TROY CITY EDUCATION ASSOCIATION**

**Effective
August 1, 2010 through July 31, 2014**

2011 MAY 31 P 12:11

STATE EMPLOYMENT
RELATIONS BOARD

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ARTICLE 1
RECOGNITION AND NEGOTIATIONS

1A BARGAINING UNIT

1A1 PARTIES

The parties to this agreement are the Troy City Education Association, an affiliate of Ohio Education Association (OEA) and National Education Association (NEA) (herein referred to as the "TCEA"), and the Troy City School Board of Education (herein referred to as the "Board"). "TCEA" and "Board" include the representatives of each party. References to gender include both sexes unless the context clearly means a particular sex.

1A2 BARGAINING UNIT INCLUSIONS

The bargaining unit represented by the TCEA shall consist of all certificated/licensed full-time and regular part-time teachers, psychologists, speech and hearing therapists, counselors, certified/licensed librarians, tutors and school nurses.

1A3 BARGAINING UNIT EXCLUSIONS

Excluded from the bargaining unit are the Superintendent, Assistant Superintendent(s), Business Manager, Athletic Director, principals, assistant principals, Director of Human Resources, other employees who are supervisors or management-level employees per the definitions of O.R.C. §4117.01(L), other substitutes, all non-certificated/licensed positions, and all other employees of the Board.

1A4 DEFINITIONS

- a. "STAFF MEMBERS" – All personnel eligible for membership in the Association as defined in Article 1A2 of this agreement.
- b. "BARGAINING UNIT WORK" – Work or similar work that is currently done by staff members.
- c. "FULL – TIME" – Seven and three quarter (7 ¾) hours work per day.
- d. "REGULAR PART-TIME" –Two (2) or more hours of work per day "Regular part-time staff members" shall not include substitute teachers unless those substitute teachers have taught more than sixty consecutive days in one specific teaching position.
- e. "TUTOR" – a certified/licensed staff member who works within the school building, during regular school hours, for at least ¾ of the school day for the purpose of instructing students.
- f. "DAYS" – as used throughout this Professional Negotiations Agreement shall mean staff member work days during the regular school year and calendar days other than Saturdays, Sundays and state and/or federal holidays in the summer
- g. "IMMEDIATE SUPERVISOR" - the administrator assigned to evaluate the staff member.
- h. "INTER-SCHOOL MAIL SYSTEM" – correspondence picked up and delivered between Troy City school buildings, the Board office, and Hayner Cultural Center, which may also be called the pony.

1B NEGOTIATIONS PROCEDURE

1B1 RECOGNITION

The Board recognizes the TCEA as the sole and exclusive negotiating representative of the bargaining unit defined in Article 1A2 for the purpose of arriving at an agreement on proposals concerning wages, hours, terms, and conditions of employment.

1B2 NO STRIKE

In exchange for recognition and the covenants in this agreement, the TCEA agrees not to engage in a strike or any other form of concerted activity which would amount to a withholding or partial withholding of the services for which the membership were hired to perform during the term of this agreement.

The TCEA further agrees to actively discourage a breach by its membership of the preceding paragraph.

1B3 PROCEDURES

If either party, at least 120 days prior to the expiration of the current contract, gives notice to the other party of the desire to negotiate a new contract, negotiations shall begin no later than 90 days prior to the said expiration date.

TCEA and Board shall exchange issues to be bargained at a mutually agreed time and place. Negotiations shall be completed within 45 calendar days, unless a representative election is being held or unless extended by mutual agreement in writing.

1B4 AGREEMENT

When the participants reach an agreement, a joint written report will be prepared and presented to the Board of Education and the membership of TCEA. When a joint report is presented and:

- a. The TCEA affirms acceptance of the report, and;
- b. The Board of Education accepts the report, and;

the recommendations of the report will be put into effect by the Superintendent and the administration.

1B5 IMPASSE

If the parties fail to reach complete agreement on the successor contract by 45 days before expiration of the current agreement, either party may request the appointment of a mediator from the Federal Mediation and Conciliation Service. The mediator shall meet with the parties as he deems appropriate in an attempt to resolve the disputed issues. If the parties have not reached complete agreement on a successor contract by the expiration of the current agreement, then TCEA may proceed in accordance with Ohio Revised Code §4117.14(D)(2). During such process, the mediator may continue to work with the parties as he deems it appropriate.

1B6 SEVERABILITY

Consistent with Chapter 4117 of the Ohio Revised Code, this Professional Negotiated Agreement governs the wages, hours, terms and conditions of employment of staff members and the terms of this Professional Negotiated Agreement

prevail over any state statute to the contrary. If any specific provision of this Professional Negotiated Agreement is invalidated by state or federal court ruling or subsequent change in the law, the parties shall, upon written request of the other, negotiate in good faith regarding any necessary change in this Professional Negotiated Agreement. The parties will meet to resolve any necessary change in the contract relative to the affected provision within sixty (60) days by demand of either party.

1B7 MANAGEMENT RIGHTS

On behalf of itself as the representative of the voters, taxpayers, students and parents of students, the Board reserves unto itself the following rights:

- a. To direct and supervise employees.
- b. To hire or promote employees.
- c. To discipline or terminate employees for just cause.
- d. To determine the strength of the work force and reduce the work force for lack of need or funds.
- e. To maintain the efficiency of operations in the Troy City School District and the personnel by which such operations shall be carried out.
- f. To exercise any other power or prerogative given it under the Revised Code of the State of Ohio or any reasonable inference to be drawn therefrom.

1B8 IMPLEMENTATION

a. The parties to this agreement each acknowledge that this agreement contains the entire agreement between them. Neither party shall be obligated during the term of this agreement to negotiate on matters contained in this agreement or matters not contained in this agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this agreement. Except as provided in paragraph (b) below, TCEA expressly waives any and all rights to bargain on the decision or the effect of Board decisions pertaining to issues not covered in the Professional Negotiations Agreement during its effective term.

b. If the Board or administration implements a policy, practice, or procedure to carry out state or federal mandates on education pertaining to issues not covered in the contract which go into effect during the term of this agreement, the Board shall provide an opportunity for TCEA to bargain about the effects of any change on the wages, hours, or terms and working conditions of staff members. The TCEA President or his designee must submit a written request for bargaining to the Superintendent within 15 days after TCEA's receipt of notice of the change from the Superintendent. Representatives of the Board and TCEA shall meet to bargain in good faith for a period of time not to exceed fifteen days unless such time limitation is extended by mutual agreement. In the event that the bargaining issue(s) is not resolved with the prescribed time limitations, the parties agree to seek the assistance of the Federal Mediation and Conciliation Services or a mediator from SERB, for a period not to exceed seven (7) days. This provision on mediation will not prevent the Board, after seven (7) days, from

implementing the new or changed policy, practice or procedure and TCEA from proceeding in accordance with O.R.C. 4117.

1B9 DUTY TO BARGAIN

This section constitutes the Board's entire duty to bargain during the term of this Professional Negotiations Agreement. Any dispute over whether the Board has complied with its bargaining obligation under this Professional Negotiations Agreement shall be determined through the grievance and arbitration procedure only. Neither TCEA nor any staff member shall file an unfair labor practice charge or any other challenge to the Board's compliance with its duty to bargain during the term of this Professional Negotiations Agreement.

1C TCEA RIGHTS

1C1 RIGHTS

The TCEA is accorded the following rights:

- a. Use of a bulletin board in the staff members' lounges.
- b. Permission to make announcements during school faculty meetings.
- c. Use of a public address system to make announcements.
- d. Use of individual school equipment and facilities by the TCEA, so long as such equipment is not in use and the TCEA pays for supplies that are consumed.
- e. Receipt of the names and addresses of newly employed staff members no later than twenty (20) days after Board hire date.
- f. Participation in the initial orientation meeting for new staff members and general meeting of all staff members, if such meeting is held.
- g. Use of the district's daily inter-school mail system, individual school mailboxes, and school e-mail for the distribution of association materials and information to staff members.
- h. During the school year the Board shall distribute the Board's official agenda and addenda including but not limited to minutes and financial reports of each Board meeting, including any special meetings, to the TCEA President's school mailbox at the same time a copy is sent to Board members. During the summer the Board shall distribute the Board's official agenda and addenda, including but not limited to minutes and financial reports of each Board meeting, including any special meetings, to the TCEA President by mail at the same time a copy is sent to Board members.
- i. The Board shall provide a hard copy of the current Professional Negotiations Agreement to staff members no later than each building's opening staff meeting once a successor agreement is reached. The TCEA President shall receive ten (10) additional copies. New hires shall be provided a hard copy of the current Professional Negotiations Agreement at the orientation meeting or upon hire.
- j. (1) Upon request the President of TCEA, the Board shall provide, without charge to TCEA, copies of all financial documents as requested.

(2) The TCEA President and/or a designee and/or the Labor Relations Consultant of TCEA will be provided any other public record or document upon his written request and payment of reasonable copying charges for pages in excess of two hundred fifty (250).

- k. A representative of TCEA shall be permitted to address the Board during the hearing of the public portion of Board meetings.
- l. TCEA may use up to twenty (20) days for association business and these days must be marked as such on the leave form.

1C2 ACCESS TO SCHOOLS

The President of TCEA and/or a designee and/or the Labor Relations Consultant of TCEA shall have the right to visit schools. Upon the arrival at any building, the President and/or designee and/or the Labor Relations Consultant of the TCEA shall sign in as a visitor. These visits will not disrupt class instruction.

1D LABOR MANAGEMENT COMMITTEE

As a means to provide ongoing communication between TCEA and the Board, a LMC shall meet as often as deemed necessary by the parties, but not less than every other month excluding June, July and August. The TCEA President and the Superintendent and their representatives, nominated by the TCEA President and the Superintendent respectively, shall meet during the scheduled school day and discuss issues on an agenda. The agenda shall be comprised of items submitted to the party responsible for the meeting. Items for the agenda shall be submitted to the responsible party not less than five (5) days prior to the scheduled meeting. Emergency items may be presented by mutual agreement. Items on the agenda shall not pertain to grievances or the settlement thereof or deal with items that will require collective bargaining. All decisions of the Committee shall be made through consensus.

Responsibility for "facilitating" the meeting, taking minutes of the meeting, and distributing the minutes of the meeting shall be alternated between the TCEA President and the Superintendent or their designees. Minutes of the meeting shall be distributed to all members of the committee not less than ten (10) days after the meeting has been held. The parties agree that the participation and concurrence with actions taken by this committee do not waive the contractual provisions of the Professional Negotiated Agreement and that no contractual provisions will be waived to allow this committee to function. Furthermore, participation in and discussion of issues within this committee does not constitute a waiver of the right to bargain under ORC 4117 by TCEA any issue it deems bargainable under the negotiations provisions of the state law and the negotiated agreement.

1E JUST CAUSE

No staff member shall be disciplined, reduced in compensation, non-renewed, terminated or otherwise deprived of any professional advantage in his regular teaching contract without "just cause" in compliance with the applicable provisions of this Professional Negotiated Agreement.

ARTICLE 2
TEACHING CONDITIONS

2A LENGTH OF SCHOOL DAY/YEAR

The school day is established at seven (7) hours forty-five (45) minutes inclusive of a thirty (30) minute, duty-free lunch. Times will be adjusted accordingly to appropriately fit the hours of student attendance within the various buildings. Staff members who work at West Central Juvenile Detention Center (WCJDC) will comply with WCJDC's work schedule.

Staff members are expected to be in their respective buildings performing the usual and customary functions of a staff member. Staff members in the special areas or departments who serve in more than one building will report in a timely manner to the building where they meet their first class.

Building principals are in charge of the total operation of the buildings. They shall develop in writing and distribute to all staff members a policy to provide supervision for students arriving early and remaining after school so as not to be disruptive of the staff member planning time or the school day.

On calamity days, staff members will not be required to report to work. On delay or early release days, the reporting of release time will be equal to the amount of time of the delay or early release (e.g. on a two-hour delay staff members will be required to report to work two (2) hours later than the regularly scheduled report time). If the number of calamity days exceeds the total allowed by ORC 3317.01, staff members will make up those days per the calendar adopted by the Board.

The length of the school year shall not exceed one hundred eighty-five (185) days with the last staff member workday reserved for completion of check out procedures.. The school calendar will be determined by mutual agreement between the Board and TCEA by January 1 each year. The school calendar will be negotiated two (2) years in advance. By January 1, 2011, the parties determine the calendar for FY12 and FY13. In the event the parties cannot reach an agreement, the Board will make final determination. Any changes in the agreed to school calendar after Board adoption must be negotiated between the Board and the TCEA.

2B PREPARATION AND PLANNING TIME

2B1 END OF GRADING PERIOD

Preparation and planning time for all teachers will be scheduled one afternoon at the end of each grading period. This time will be provided by dismissing school early on the last student day at the end of each grading period, not to exceed one (1) hour but less than one (1) hour if necessary (1) to comply with state requirements for the minimum school day. It is understood that this time will not be devoted to extracurricular activities, i.e., athletic practices, intramurals, drama, music organizations, but will be reserved for the purpose of preparation and planning.

Staff members will have two (2) full school days following the end of the grading period to submit accurate grades. Grades must be submitted by 8:00 AM of the third (3rd) school day. This excludes fourth (4th) quarter senior grades, which are due at the discretion of the high school principal. The fourth (4th) quarter grade for all other students are due by the end of the last staff member workday.

2B2 DURING THE SCHOOL DAY

- a. Secondary staff members shall have a minimum of one (1) full class period per day for preparation, conferences, and planning, except when there is an administratively adjusted or shortened schedule during the school day. Secondary staff members may also voluntarily elect to give up a planning period in order to teach another period and receive extra compensation for the loss of that planning period for the duration of a semester or entire school year. Compensation shall be based on one-seventh of the staff member's current salary.
- b. Except when there is an administratively adjusted or shortened schedule during the school day or week, or when faculty or staff member committee meetings are held, elementary staff members shall have a minimum of 180 minutes per week for preparation, conferences, and planning time, during which time they will not be scheduled for other duties. This time does not include time before or after the student day.
- c. Staff members will be responsible for their regularly scheduled students during assemblies, student programs, or any other student activities scheduled during their class time.
- d. Whenever appropriate, an administratively adjusted or shortened school day will be planned so as to maintain the instruction of all regularly scheduled classes.

2B3 NOON SUPERVISION

Elementary staff members will be released whenever possible from noon supervision duties for collaboration with intervention staff members, to provide more instructional time, or for other professional activities.

2B4 LOSS OF PLANNING PERIOD

When a half-day or full-day substitute cannot be obtained, the administrator may ask a staff member or staff members to cover the class. In this case, if the staff member(s) loses a planning period, he will be paid at an hourly rate of .0008 of base.

2B5 LOSS OF SPECIAL PERIOD

If an elementary staff member covers a special class (music, art, and physical education) when a substitute staff member is not available, he will be reimbursed at an hourly rate of .0008 of the base pay.

2B6 SPECIAL EDUCATION

2B6a Writing IEPs

State and Federal mandates require intervention specialists and SLP's to write IEP's. As a result of these additional mandates, intervention specialists and SLP's, upon request, will be granted up to four release days per year, for the purpose of writing IEP's. However, in the event an intervention specialist has an excessive caseload, additional days may be granted if the need is demonstrated.

2B6b Attending IEP Meetings

When attending an IEP meeting, the following priorities will be used:

1. During the contracted school day -- no compensation
2. Student day -- no compensation
3. Outside the school day -- at an hourly rate of .0008 of base
 - Before school
 - After school
4. Outside the school year -- at an hourly rate of .0008 of base

Meetings will not compromise any staff member's lunch period and will not abuse loss of planning period for any one staff member.

2C ABSENCE FROM BUILDING DURING SCHOOL HOURS

Staff members may leave the building during their lunch period. Staff members may leave the building at other times during the school day as long as the staff member signs in and out. Traveling teachers may move from building to building as dictated by their schedule without having to sign in and out. No staff member may leave the building during scheduled classroom instruction time unless he receives permission from the principal.

2D STAFF MEMBERS' ABSENCE

2D1 STAFF MEMBER RESPONSIBILITY WHEN SUBSTITUTE IS NECESSARY

In order to preserve a continuing plan of educational experiences, the staff member has the following responsibilities in case of his absence:

- a. Staff members are responsible for ensuring the substitute has access to lesson plans to teach. For absences exceeding five (5) days, staff members are responsible for providing guidance in lesson planning for the substitute but are not responsible for daily lesson plans.
- b. Seating chart or list of pupils' names.
- c. A list of special rules, routines, schedules.
- d. Indication of pupils who have unique educational needs.
- e. Students prepared to work cooperatively with substitute staff members. It is recognized that the preparation of students for a substitute may not be possible in the event of an unanticipated absence caused by sudden illness. These and other courtesies should be extended to individuals serving in the substitute capacity. Every reasonable effort shall be made by the administration to secure substitutes where necessary.

2D2 REPORTING PROCEDURE

All calls for substitute staff members shall be made in accordance with procedures drawn up by the building principal or immediate supervisor. Principals or immediate supervisors have the responsibility of informing staff members under them of these procedures. Staff members who have been absent shall inform their principal, immediate supervisor, or his designee by 3:00 PM, if they do not intend to return to duty the following day.

2E PROFESSIONAL GROWTH

2E1 PROFESSIONAL DEVELOPMENT

The Superintendent of Schools is responsible for developing the yearly focus of the professional development program. The implementation of such focused activities is delegated to the administrative staff.

Staff members are strongly encouraged to participate in professional development activities. Staff members are encouraged to check with building administrators for available funds.

Waiver days are approved by the Ohio Department of Education. It is agreed at least one half of this time will be used for the purpose of collaboration.

2E2 STAFF MEETINGS

All staff members are expected to attend regularly-scheduled general staff meetings, staff meetings within their buildings, and staff meetings held within their curriculum departments and such other meetings of the staff as are called immediately preceding or following the close of school. All such regularly scheduled meetings will follow the plan of an annually published master calendar. Building staff meetings shall not normally last longer than one (1) hour. Building staff meetings shall not be held more than once a month, unless valid conditions exist. Traveling staff members will attend the staff meeting in their home school.

2E3 WEEKLY AFTER SCHOOL MEETING SCHEDULE

All days except Saturday, Sunday and school holidays shall be available for after-school meetings provided that TCEA will have priority on Wednesday evenings by providing written dates of actual scheduled meetings to the Superintendent at least thirty (30) days prior to the meeting.

2E4 PROFESSIONAL IMPROVEMENT

Staff members are encouraged to participate in professional improvement activities such as curriculum studies and shall make every reasonable effort to attend such meetings beyond the school day.

2E5 DISTRICT COMMITTEES

The Board and TCEA recognize the importance of providing for staff member input in the curriculum and in other district committees. When serving on regularly scheduled district committees, or when working on major curriculum revisions or pilot programs approved by the Superintendent or designee, staff members will be granted release time or will be paid an hourly rate at .0008 base of pay.

Curriculum study committees shall follow these guidelines:

- a. A maximum of 15 classroom staff members who will be using the curriculum shall participate on these committees.
- b. The person-in-charge shall have definite ideas and strategies for the organization of the committee meetings and the skill to facilitate the meetings.

- c. As a preliminary task, the committee needs to know financial information regarding a new purchase or an update, state requirements of the curriculum, and any pertinent local policies.
- d. Broad goals and objectives for the curriculum need to be established.
- e. Adoption of a new series shall be made by a vote of the classroom staff members on the committee based on input from the staff members in their buildings.
- f. Every effort will be made to minimize paperwork (busywork) of the committee members. (For example, scope and sequence charts, additional enrichment or remedial materials and/or activities.)

2E6 INCLUSION

In each building there will be Learning Assistance Teams (LAT).

2E7 TROY LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

a. Governance

The Troy Local Professional Development Committee (TLPDC) policies, procedures, and governance shall not supersede the Professional Negotiated Agreement, state law and/or district policy. Proposals to the TLPDC and approvals/denials by the TLPDC shall not override the Professional Negotiated Agreement, state law and/or district policy. The decisions of the appeals committee shall be binding and not subject to the grievance procedure.

b. Definitions

For this section “teacher” is defined as any staff member holding a valid teaching certificate/license issued by the Ohio Department of Education (ODE). “Administrator” is defined as any person employed for the majority of their contract time in administration, and who holds a valid Ohio administrative certificate/license issued by the ODE.

c. Selection

The TCEA President will appoint all staff members of the committees with approval from the TCEA Executive Committee. The Superintendent will appoint the administrative members of the committee.

d. Representation

- (1) The TLPDC will consist of at least three (3) teachers from different elementary schools, one (1) from the junior high, two (2) from the high school, one (1) elementary administrator, one (1) secondary administrator, one (1) Board administrator and a Board secretary. When approving a staff member’s plan, the majority of voting members must be teachers. When approving an administrator’s plan, the majority of the voting members must be administrators. The staff members required to vote on an administrator’s plan will be randomly selected by lottery.

e. Committee Terms of Office

The term of office for teachers serving on the committee shall be three (3) years, which may be renewed upon approval of the TCEA President. Terms will expire on August 31 and begin on September 1.

f. Vacancies

In the event of a teacher vacancy on TLPDC, the TCEA President with approval of the TCEA executive committee will appoint a new member.

g. Committee Responsibilities

(1.) The TLPDC will:

- (a.) establish rules, by-laws, procedures of scheduling;
- (b.) set agendas, keep minutes, perform record-keeping;
- (c.) set criteria for IPDPs;
- (d.) follow the process for appeals;
- (e.) define reciprocity arrangements;
- (f.) define the format, timeline, approval and revision process of IPDPs;
- (g.) report procedures with ODE.

(2.) Annually, by October 1, the committee will elect one of their teacher members and one administrator as chairpersons by majority vote of the members. The responsibilities of the chairpersons are to set the meeting dates, prepare agendas, conduct meetings, communicate with members of the committee and the BOE secretary, contact staff members concerning re-submission or denial of the IPDP, notify staff members of a upcoming meeting and serve as members of the TLPDC.

(3.) The BOE Secretary, a non-voting member of the committee, will maintain the members' attendance, minutes of action during the meeting, distribute copies of the minutes to committee members, notify applicants of approval, maintain a permanent record of events, post meeting dates on the website and other tasks deemed necessary by the committee.

h. LPDC Compensation

All teacher members on the above committee will be paid at a curriculum rate of .0008 of the base/hour. The pay will include actual meeting hours and time spent preparing for meetings as well as the initial training hours required and any subsequent training sessions, as deemed necessary.

i. Removal From Office

Committee members who are unable to fulfill their role as an active member may withdraw by notifying in writing the chairpersons of the committee and the TCEA President. Additionally, a member who is absent from more than two meetings in the term year may be replaced using the vacancy clause.

j. Appeal of an IPDP

- (1) If the IPDP is rejected by the committee, the staff member may resubmit a revised plan within fifteen (15) days to the same committee.
- (2) After two (2) re-submissions, the staff member may abide by the recommendation(s) of the LPDC or may appeal the contents of the IPDP in writing to the Appeals Committee within 20 days.
- (3) The first two (2) appeals may be presented in person at the next regularly scheduled meeting of the TLPDC. A written request for inclusion on the agenda should be submitted no later than three (3) days prior to the regularly scheduled TLPDC meeting. A majority of the vote of the TLPDC will determine the outcome of the appeal. Written notification of the appeal decision, including any area(s) needing improvement, shall be provided within five (5) days. All attempts will be made to adhere to the timeline, and written notification will be given if more time is needed to review the plan.

- (4) The Appeals Committee shall consist of any three (3) Troy City Schools licensed staff members; one (1) chosen by the staff member or administrator, one (1) chosen by the TCEA President, and one (1) chosen by the Superintendent. The Chairpersons will be excluded from the Appeals Committee. All written appeals will be reviewed by the next regularly scheduled meeting of the TLPDC. The decision of the Appeals Committee is binding and not subject to the grievance procedure.

k. New Employees

An employee new to the district with an approved IPDP from the previous district will have completed work for that IPDP accepted by the TLPDC. The new employee will need to re-write his plan in accordance with the TLPDC guidelines for the work the employee needs to complete.

l. Miscellaneous

Dates, times, and meeting places will be published by September 1st of each year by the BOE secretary and posted on the district website.

All meetings of the TLPDC shall be open to the public provided, however, the Committee shall be authorized to go into executive sessions in accordance with the procedure contained and for the reasons stated in O.R.C. 121.11(g). Any TLPDC member who violates confidentiality may be considered for dismissal from this Committee.

2F COMMUNITY RELATIONS

2F1 OPEN HOUSES

In the interest of sound school-community relations, staff members are expected to attend open houses and are encouraged to attend other school-related community meetings. Teachers are required to attend parent-teacher conferences. If the building principal and the staff decide to conduct parent-teacher conferences at a time other than as indicated on the school calendar, teachers are required to attend 14.5 hours of parent-teacher conferences outside the regularly scheduled school day.

2F2 PROTECTION OF STAFF MEMBERS

COMMUNITY VERSUS STAFF MEMBER COMPLAINT PROCEDURE

(This procedure is not intended for staff member versus staff member complaints. For staff member versus staff member complaints, refer to BOE policy.)

Complaints to the administration against staff members shall be handled through the following steps:

1. Any and all anonymous information or complaints against a staff member shall not be used in evaluations, discipline, decisions of assignment, or in any way be made a matter of record. Any complainant who is not willing to have his name disclosed to the staff member will be informed that no further investigation or action, except as legally required, will be taken by the Board or administration.
2. If a complaint is shared with any member of the Board or administration, no action, except as legally required, will be taken until all procedures listed in 3 through 5 of this section have been completed.

3. The complaining party must first be directed to discuss his concern with the staff member involved, and the details of the complaint, including the name of the complainant, will be forwarded to the immediate supervisor, who will communicate that information to the staff member.
4. The staff member, then, has the opportunity to remedy the complaint, without administrative involvement, as soon as possible, or he may defer action to the immediate supervisor.
5. If the staff member and the complaining party cannot satisfactorily resolve the problem, either the complainant, the staff member, or the immediate supervisor may request a meeting of both parties and the immediate supervisor. The meeting will be arranged at a mutually convenient time. If both parties do not wish to advance the issue to a meeting with the immediate supervisor, the matter will be considered closed.
6. If the complainant is not satisfied with the previous attempts to resolve this issue, the complaint shall be reduced to writing by the complainant and directed to the Superintendent or his designee. A copy of the written complaint shall be supplied to the staff member and the immediate supervisor at the time it is submitted to the Superintendent or his designee.
7. A meeting will be held with the complainant, the staff member, and the Superintendent in an attempt to resolve the issue.
8. If the complainant is still not satisfied with the attempts to resolve this issue, the complainant may elect to forward the written complaint to the Board.
9. If the complaint is made a matter of record, placed in the staff member's personnel file, or used in an evaluative manner, the staff member shall be given an opportunity to attach comments to the written complaint.

The staff member will have the right to be represented by a TCEA staff member employed by the Board at any step in the complaint procedure. Also, if at any point in this procedure the complainant becomes disruptive or abusive, the Board policy on public conduct on school property will take effect.

2G ALCOHOL/SUBSTANCE ABUSE

1. Any staff member who is proved to have distributed, dispensed, or sold an illegal controlled substance or alcohol while on duty at school, or while serving in a contractual role as a supervisor of students beyond the school day will be subject to termination of employment.
2. Any staff member who is proved to have consumed alcohol or any illegal controlled substance on school property or at a school-sponsored event while serving in a contractual role as a supervisor of students beyond the school day shall be subject to disciplinary action up to and including termination (see Section 4.4, Disciplinary Procedure, of the Professional Negotiations Agreement). Any staff member who is proved to be under the influence of alcohol or any illegal controlled substance on school property or at a school-sponsored event while serving in a contractual role as a supervisor of students beyond the school day shall be subject to disciplinary action up to and including termination (see Section 4D, Disciplinary Procedure, of the Professional Negotiations Agreement). In the event of a second violation, in addition to disciplinary action being taken, the staff member will be required to undergo an evaluation by a trained drug/alcohol evaluator in the Employee Assistance Program, and upon the recommendation

of the trained drug/alcohol evaluator will be required to successfully complete a substance assistance or rehabilitation program. Failure to participate in such a program and/or being proved guilty of a third violation of this policy may result in termination of employment.

3. A staff member shall only be referred for a drug or alcohol test if good cause is shown; such staff member who refuses a drug or alcohol test will be subject to disciplinary action up to and including termination.

2H TOBACCO FREE POLICY

All buildings and vehicles of the Board will be tobacco free, including smokeless tobacco, and follow the rules established by the state of Ohio. Smoking will be permitted outdoors.

2I CLASS ENROLLMENT

In the event that a teacher perceives his class enrollment may create potential difficulties, the staff member will initiate discussions with his building administrator outlining his specific concerns.

2J TROY LOCAL MASTER TEACHER COMMITTEE

a. Governance

The Troy Local Master Teacher Committee (TLMTC) policies, procedures, and governance shall not supersede the Professional Negotiations Agreement, state law and/or district policy. Proposals to the TLMTC and approvals/denials by the TLMTC shall not override the Professional Negotiations Agreement, state law and/or district policy. The decisions of the appeals committee shall be binding and not subject to the grievance procedure.

b. Definitions

For this section “teacher” is defined as any staff member holding a valid teaching certificate/license issued by the Ohio Department of Education (ODE). “Administrator” is defined as any person employed for the majority of their contract time in administration, and who holds a valid Ohio administrative certificate/license issued by the ODE.

c. Selection

The TCEA President will appoint all teachers of the committee. The Superintendent will appoint the administrative members of the committee.

d. Representation

The TLMTC will consist of at least two (2) teachers from different elementary schools, one (1) from the junior high, one (1) from the high school, one (1) elementary administrator, one (1) secondary administrator, one (1) Board administrator and a Board secretary.

e. Committee Terms of Office

The term of office for teachers serving on the committee shall be three (3) years, which may be renewed upon approval of the TCEA President. Terms will expire on August 31 and begin on September 1. The terms of office for the TLMTC shall be staggered.

f. Vacancies

In the event of a teacher vacancy on TLMTC, the TCEA President with approval of the TCEA executive committee will appoint a new member. Once the committee is active, the vacancies will be filled with Master Teachers if at all possible.

g. Committee Responsibilities

(1) The TLMTC will:

- (a) establish rules, by-laws, procedures of scheduling;
- (b) set agendas, keep minutes, perform record-keeping;
- (c) set criteria for Master Teacher as directed by OED and follow scoring procedures;
- (d) set up and follow the process for appeals;
- (e) define reciprocity arrangements;
- (f) define format, timeline, approval and revision process of Master Teacher;
- (g) report procedures with ODE and EMIS Report Form.

(2) Annually, by October 1, the committee will elect one of their teacher members and one administrator as chairpersons by majority vote of the members. The responsibilities of the chairpersons are to set the meeting dates, prepare agendas, conduct meetings, communicate with members of the committee and the BOE secretary, contact staff members concerning resubmissions, notify staff members of an upcoming meeting and serve as members of the TLMTC.

(3) The BOE Secretary, a non-voting member of the committee, will maintain the members' attendance, minutes of action during the meeting, distribute copies of the minutes to committee members, notify applicants of approval, maintain a permanent record of events, post meeting dates on the website and other tasks deemed necessary by the committee.

h. TLMTC Compensation

All teacher members on the above committee will be paid at a curriculum rate of .0008 of the base/hour. The pay will include actual meeting hours and times spent preparing for meetings as well as the initial training hours required and any subsequent training sessions, as deemed necessary.

i. Removal From Office

Committee members who are unable to fulfill their role as an active member may withdraw by notifying in writing the chairpersons of the committee and the TCEA President. Additionally, a member who is absent from more than two meetings in the term year may be replaced using the vacancy clause.

j. Appeal of a Master Teacher Application

The TLMTC shall determine its own appeals procedure.

k. Employee Protection

- (1) Under no circumstances is the involvement in the activities of the TLMTC to be used for adverse employment decisions by the employer.
- (2) Nothing in the TLMTC process shall have an adverse impact on the educator's performance

evaluation as established in the Professional Negotiations Agreement.

1. Miscellaneous

All meetings of the TLMTTC shall be open to the public provided, however, the Committee shall be authorized to go into executive sessions in accordance with the procedure contained and for the reasons stated in O.R.C. 121.22(G). Any TLMTTC member who violates confidentiality may be considered for dismissal from this Committee.

ARTICLE 3
GRIEVANCE PROCEDURE

3A DEFINITIONS

1. "GRIEVANCE" – a complaint of an alleged violation, misinterpretation or misapplication of the Professional Negotiations Agreement entered into between the Board and TCEA. A grievance shall not include a matter that is referable to the Federal E.E.O.C., Title IX Compliance Commission or the Ohio Civil Rights Commission.
2. "GRIEVANT" – shall be defined as a staff member, group of staff members or the Association who allege to have a grievance.
3. "DAYS" – as used throughout this Professional Negotiations Agreement shall mean staff member work days during the regular school year and calendar days other than Saturdays, Sundays and state and/or federal holidays in the summer.
4. "IMMEDIATE SUPERVISOR" – the administrator assigned to evaluate the staff member.

3B RIGHTS

TCEA staff members shall have the following rights:

1. Representation – Staff members may have a TCEA representative accompany and represent them throughout the grievance process. TCEA shall have the exclusive right to file grievances and to be present for the adjustment of any and all grievances.
2. Record Keeping – Grievances and all related correspondence and documentation will be retained separately from a grievant's personnel file.
3. Withdrawal – A grievance may be withdrawn at any time and shall constitute final resolution of the specific grievance, but such withdrawal does not constitute agreement with the Board's position or preclude TCEA from filing another grievance concerning the same provision of the contract in the future.
4. If the Board, named herein to administer this grievance procedure, should fail to answer any grievance within the time limits established, then the grievance shall be advanced to the next step. Any grievance not referred to the next step by the grievant will be considered a termination of the grievance.
5. Time limits specified herein may be altered by mutual agreement of the parties in writing.
6. Reprisal – No censure or other adverse action shall be taken against any staff member participating in the grievance procedure.

3C PROCEDURE

1. **Step I:** The grievant shall present the grievance orally to the immediate supervisor within fifteen (15) days of the occurrence of the grievance, with the exception of staff member salary or fringe benefit issues, which must be grieved within fifteen (15) days of knowledge of the occurrence. In the event of a group grievance, the majority of the members of the group grievance shall be present for the oral discussion.

If the event(s) on which the grievance is based is the result of action by the Board, the grievance may be filed at Step III within fifteen (15) days of the occurrence of such event(s) using Addendum A. If the Superintendent or his designee determines that filing at Step III is not appropriate, he may refer the grievance back to Step I.
2. **Step II:** If the discussion does not resolve the grievance, the grievant shall present his grievance in writing by completing Step II of the Grievance Form (Addendum A) and submitting it to the immediate supervisor within ten (10) days after the discussion in Step I. In the event of a group grievance, all members of the group must sign the prescribed Grievance Form (Addendum A) unless filed by TCEA and signed by the TCEA President or his designee. The immediate supervisor or his designee will investigate the grievance, and the grievant or Board may request a conference on the facts of the grievance. The request for conference will be noted on the form. Such conference will be held within ten (10) days of written submission. The immediate supervisor or his designee will reply in writing to the grievant(s) within ten (10) days by either hand delivery or by certified mail.
3. **Step III:** If the written response of the immediate supervisor does not resolve the grievance, then the grievant may refer the grievance to the Superintendent or his designee by completing and filing Step III of the Grievance Form (Addendum A) within ten (10) days after receipt of the written response in Step II. The grievant or Board may request a conference on the facts of the grievance. The conference shall be held within ten (10) days of written submission. The Superintendent or his designee will reply, in writing, within ten (10) days by either hand delivery or by certified mail.
4. **Step IV:** If the Superintendent's or his designee's reply does not resolve the grievance to the satisfaction of the grievant, arbitration may be requested in writing using Step IV of the Grievance Form (Addendum A) within ten (10) days of the receipt of the Step III grievance response by filing a copy of the request with the Superintendent.

3D ARBITRATION

1. Upon request for arbitration, TCEA and the Superintendent will jointly submit a request to the Federal Mediation and Conciliation Services (FMCS) to provide the parties with a panel of seven (7) arbitrators from which the parties can select an arbitrator in accordance with the Rules of the FMCS. Either party may reject one entire list submitted by the FMCS. The cost of the arbitrator and his incidental expenses shall be paid by the party that loses the arbitration. Each party will be responsible for the fees and expenses of its representatives.
2. The arbitrator shall not have the power to ignore, add to, subtract from, or modify the Professional Negotiations Agreement. The arbitrator shall have the right and authority to interpret the provision of this Professional Negotiations Agreement and render a decision on the grievance within applicable Ohio law and precedent. Only grievances as defined herein shall be subject to arbitration, and all issues of procedural arbitrability will be heard by the arbitrator prior to the hearing to determine the substantive issues or merits of a grievance. The hearing

on the issues of procedural arbitrability may occur on the same day as the hearing on the substantive issues or merits of the grievance.

3. The decision of the arbitrator with respect to grievances shall be binding.
4. Article IV, Evaluations, shall not be subject to the Grievance Procedure except that procedural matters may be grieved by an individual or group and the decision will be binding. Substantive matters (such as the evaluation itself) shall not be grieved.
5. The Board shall take necessary action on the arbitrator's decision within twenty (20) days after receipt of the arbitrator's decision.

3E COMPLAINT PROCEDURE

3E1 PURPOSE

The purpose of this procedure is to secure, at the first possible administrative level, equitable solutions to complaints, which may from time to time arise. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.

3E2 DEFINITIONS

- a. "COMPLAINT" – any concern, problem, or dispute based upon the conditions or circumstances under which a staff member or group of staff members work, except for those concerns, problems or disputes which are the proper subject of a grievance. These conditions or circumstances, whether real or imaginary, may be either directly or indirectly related to written documents, verbal instructions, or environment.
- b. "COMPLAINT PROCEDURE" – a method by which an individual staff member or a group of staff members can express a concern, problem, or dispute and obtain a fair hearing at progressively higher administrative levels. A complaint procedure provides a method for interpretation and application of personnel policies and practices.
- c. "COMPLAINANT" – the staff member or group of staff members making the claim.
- d. "DAYS" – as defined in Article 1, Section A (4) Definitions. The time limits may be extended by mutual consent, in writing, by both parties.
- e. "STAFF MEMBER" – shall be defined as any certificated/licensed professional staff member who is eligible to be a member of the bargaining unit.

3E3 RIGHTS OF STAFF MEMBERS

- a. Staff members may have a TCEA representative accompany and represent them throughout the complaint process.
- b. No reprisals of any kind will be taken by any party against any participant in the complaint procedure by reason of such participation.

3E4 COMPLAINT PROCEDURE

Step I: The complainant shall present the complaint orally to the immediate supervisor within ten (10) days after the complainant has knowledge of the facts which give rise to the complaint but in no instance later than twenty (20) days after the occurrence complained of.

Step II: If the discussion does not resolve the complaint, the complainant shall present his complaint in writing by completing STEP II of the Complaint Form (Addendum B) within five (5) days after the discussion in Step I and submitting it to the immediate supervisor. The immediate supervisor or his designee will investigate the complaint, and the complainant may request a conference on the facts of the complaint. The request for conference will be noted on the form. Such conference will be held within seven (7) days, and the complainant may be represented at such hearing by a person of his choice. The immediate supervisor will reply in writing to the complaint or conference, whichever is applicable.

Step III: If the answer of the immediate supervisor does not resolve the complaint, then the complainant may refer the complaint to the Superintendent or his designee by completing STEP III of the Complaint Form (Addendum B) within five (5) days after receipt of the reply in Step II. The complainant may request a conference on the facts of the complaint. The conference shall be held within seven (7) days, and the complainant may be represented at such conference by a person of his choice with an additional person in the capacity of an observer for the complainant. The Superintendent or his designee will reply, in writing, within seven (7) days.

Step IV: If the Superintendent or his designee's reply does not resolve the complaint, the TCEA may request a hearing before the Board by submitting Step IV of the Complaint Form (Addendum B) within seven (7) days of the receipt of the Step III response.

3E5 BOARD OF EDUCATION HEARING

- a. Upon request for a Board hearing, the matter will be set for an executive session not to exceed thirty (30) minutes at the next regularly scheduled Board meeting held after the receipt of the request.
- b. Within five (5) days of the completion of the hearing, the Board shall notify the TCEA President of its decision.

3E6 MISCELLANEOUS

1. Individual complaints or group complaints within the same building have the right of only one (1) conference either at Step II or Step III. The complainant shall decide at which step to have the conference. Group complaints initiated at Step III have the right of a conference at that step.
2. A complaint may be withdrawn at any step without prejudice or record.
3. During any negotiations between the TCEA and the Board, no topic of negotiations may be the subject of a complaint, and any complaint in process that later becomes a topic of negotiation shall be deemed to have been withdrawn.

4. No records, documents, or communications after a complaint and/or generated as a result of the complaint shall be placed in the personnel file of any of the participants in the procedure described in this section without permission of the staff member.
5. Processing of complaints shall be during non-school hours except as otherwise approved, in writing, by the Superintendent or Board.
6. No evaluation shall be the subject of a complaint so long as the evaluation process or the laws of Ohio provide for a means by which a staff member may respond in writing to an evaluation with which he disagrees.
7. Copies of Complaint Forms will be made available in all Building Principal's Offices and supplied on request to individuals or TCEA.
8. If a complaint involves directions of a superior or relates to policies, procedures, or rules or regulations, the complaint shall not operate to suspend the directions, policies, procedures, or rules or regulations during the processing of said complaint.

ARTICLE 4 ***EVALUATIONS***

4A PHILOSOPHY

The Board has a responsibility to create a favorable climate for all staff members to perform their duties and meet their responsibilities to the children. The school system uses its evaluation procedures to facilitate this goal.

The insight and growth of each staff member resulting from participation in the evaluation process are more significant than the process itself. Evaluation should be continuous and should be a constructive, cooperative enterprise between the staff member and the evaluator.

The evaluation process is tailored to the staff member's needs to enhance their personal and professional growth and minimizes the comparison of one staff member's performance with that of another. Each staff member has the opportunity to use initiative and leadership in defining specific goals and working cooperatively with his evaluator in accomplishing them.

Evaluation in the Troy Schools is constructed to promote improved performance, professional growth, and professional integrity. It is a separate procedure from Unsatisfactory Performance.

4B OBJECTIVES

1. To facilitate and improve communication and understanding among staff members.
2. To improve instructional performance and provide means for professional growth through establishment of long and/or short-range goals.
3. To stimulate, through accountability, a search for a better understanding of the scope of one's duties and responsibilities.
4. To provide an opportunity for each staff member to periodically assess performance.
5. To provide assistance which the staff member may need for self-improvement and growth.

4C LIST OF TERMS

1. "EVALUATION EVENTS" – the specific organizational steps that a staff member goes through in working with the evaluation process. A staff member will be evaluated using the appropriate Professional Evaluation Form (Addendums D-H) in the staff member's first, second and third year of service. The staff member will also be evaluated using this form for every five-year increment thereafter, starting with the fifth year of employment. In informal evaluation years (4th, 6th, 7th, 8th, 9th, 11th, 12th, 13th, 14th, 16th, etc.), the staff member will be evaluated using the appropriate Informal Evaluation Form (Addendums I-L).
2. "EVALUATION PROCESS" – a systematic approach to enhance the professional development of the staff member over a period of time. It is designed to be a positive approach to classroom evaluation and professional growth.
3. "DOMAINS" –
 - Domain A: Organizing Content Knowledge for Student Learning
 - Domain B: Creating an Environment for Student Learning
 - Domain C: Teaching for Student Learning
 - Domain D: Teacher Professionalism
4. "DATA COLLECTION TECHNIQUES" - those tools which are available for the purpose of collecting data to be used in the analysis and interpretation in the evaluation process. It would constitute such things as observational techniques, verbal and nonverbal interaction systems, behavioral objectives, student feedback, audio and videotape equipment and others.
5. "SUBJECT DISCIPLINE" – those areas such as science, math, social studies, language arts, physical education, business, special education, etc.
6. "FIRST YEAR STAFF MEMBER" – a staff member who is in his beginning year of his educational career or who is in his first service year in the Troy School system.
7. "GENERAL OBSERVATION PERIOD" – will constitute observation of the staff member's job assignments in or out of the classroom by the personnel involved. For example, in-class observation would be of the teaching process, handling of students, etc. Out-of-class activities would be supervision of recess, working with students in the learning center, handling of assembly duties, etc.
8. "GRADE LEVEL" – will constitute four broad areas named Primary (K-3), Intermediate (4-6), Junior High (7-8), and High School (9-12).
9. "PERSONNEL INVOLVED" – two main groups, Evaluatee's and Evaluator. Evaluations will be performed for all staff members. The Evaluators will include such people as the building principals, the assistant principals, and other administrators appropriately certificated/licensed to evaluate.
10. "SPECIFIC OBSERVATIONAL CRITERIA" – a list of the specific items for which a staff member or immediate supervisor will be observing or collecting data for analysis and interpretation.
11. "THE SHARED FILE CONCEPT" – Professional growth occurs when a staff member accepts and uses accurate and constructively given information about his job performance. The Shared File Concept is a plan of operation that emphasizes the importance of making such information available to the staff member. Observation reports, special reports, and other information are examples of the types of information that must

be made available to the staff member. It then becomes the staff member's responsibility to accept the information and use it for professional growth. The staff member should receive a dated copy of the information identifying the administrator placing it in the file and the time it was placed in the file. The file must be made available for review so that the staff member may occasionally check on his own progress.

12. "TIME SEQUENCE" – the beginning and ending dates for the various evaluation events within the total evaluation process.
13. "STAFF MEMBER'S FILE" – the official record keeping of the evaluation process. Information which accrues through the evaluation process either from formal evaluation instruments or informal anecdotal records may be placed in the staff member's file without the staff member's agreement but not without his knowledge. This practice will assure the staff member of an opportunity to remediate problems before they become critical and affect his contract status. To demonstrate the staff member's knowledge of items placed in the file, all such records must be signed and dated by the staff member and identify the immediate supervisor.

4D STAFF EVALUATION PROCESS

Staff members shall be evaluated on an annual basis.

4D1 TYPES OF EVALUATION:

- a. Formal Evaluation - shall occur during a staff members 1st, 2nd, 3rd, 5th, 10th, and every subsequent five years thereafter.

Evaluation form used is Addendum D-H

- b. Informal Evaluation – shall occur during a staff members 4th, 6th, 7th, 8th, 9th, 11th, 12th, 13th, 14th, 16th, etc. year.

Evaluation form used is Addendum I-M

If circumstances due to the absence of the staff member and/or evaluator prohibit following the time sequences according to the formal evaluation process timeline of the Professional Negotiations Agreement, the timelines will be extended from the date of return by the number of days absent. For staff members on extended leaves of absence, these deadlines may be altered by mutual agreement.

4D2 FIRST, SECOND AND THIRD YEAR EVALUATION PROCESS

A staff member will be evaluated using the appropriate Professional Evaluation Form (Addendum D) in the staff member's first, second and third year of service. A staff member in his first year of service in the Troy City Schools will be evaluated during the first and second semesters in accordance with Domain A, B, C, and D of the Professional Negotiations Agreement. A staff member in his second and third year of service in the Troy City Schools will be evaluated during the first semester only, unless an administrative evaluation indicates a necessity for a second semester evaluation because of unsatisfactory performance.

The Evaluator will provide prescriptive feedback on the Professional Evaluation Form to the staff member within ten (10) days of notification of unsatisfactory performance.

Upon completion of the second evaluation of either the first, second or third year of service in the Troy City Schools, the Evaluator shall recommend to the Superintendent whether or not the staff member will be re-employed based upon the results of the evaluation. The Board shall vote to renew or non-renew the staff member's contract. Written notice of the Board's decision shall be served upon the staff member by April 30th.

4D3 FOURTH YEAR AND THEREAFTER PROCESS

Staff members in the fourth year and subsequent years of service will be evaluated annually by the immediate supervisor. Staff members will be evaluated during their fifth year of service and every five years thereafter using Professional Evaluation Form (Addendum D-H); however, the evaluation will be conducted only during the first semester. For informal evaluation, the staff member will be evaluated using the appropriate Informal Evaluation Form (Addendum I-M). The immediate supervisor will conduct this evaluation according to the time sequence and send the signed form to Human Resources before the last day of school.

All evaluation forms can be accessed through the Troy Schools website, listed under Faculty Lounge.

APPRAISAL EVENTS	TIME SEQUENCE
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D. Post Classroom Visitation Conference to:

1. Discuss information in B.
2. Discuss the Analysis and Interpretation of Collected Data.
3. Determine the areas, methods, procedures, and assessment of staff member improvement.
4. Plan for repeating parts A-D, if necessary or requested.
5. Review Professional Evaluation form, sign necessary forms, and send to board office to be placed in staff member's file.

SECOND SEMESTER (January-April)

A. Pre-conference to:

1. Discuss the general observations to date.
2. Determine the mutually agreed upon criteria to be observed. (See Essential Teaching Criteria.)
 - a. Determine the content to be taught, the student expectations, the materials to be used, and the staff member techniques to be demonstrated during the classroom visitation.
 - b. Establish the specific observational criteria, and the data collection techniques to be used during the classroom visitation.
 - c. Determine the classroom visitation time and date.
 - d. Determine who will make the classroom visitation.
3. Areas outside classroom (optional, if needed).
 - a. Determine the mutually agreed upon criteria to be observed. (See Essential Teaching Criteria.)
 - b. Plan strategies for improvement.

B. Classroom Visitation

To be conducted without interruption for the duration of the class period or the lesson being taught, except in the event of an emergency (at which time the class visitation would be rescheduled) in accordance with arrangements made in Part A.

C. Analysis and Interpretation of Collected Data.

On a shared basis, the staff member and building administrator will independently examine the information collected during the classroom visitation.

Section B - To be completed within 30 days of Pre-Conference.

IV. REVIEW CONFERENCE TO:

1. Review the general observation summary and the written professional improvement process.
2. Sign the necessary forms to be placed in the staff member's file.

To be completed by April 1. (May be held simultaneously with post classroom visitation conference.)

4D5 INFORMAL EVALUATION TIME TABLE

**THE TROY CITY SCHOOLS
INFORMAL EVALUATION PROCESS
4th, 6th, 7th, 8th, 9th, 11th, 12th, 13th, 14th, 16th, ETC.**

APPRAISAL EVENTS	TIME SEQUENCE
<p>FIRST SEMESTER (August – December)</p> <p>General Observation Period</p> <p>The general observation of staff members with respect to all aspects of their job assignment in or out of the classroom.</p> <p>SECOND SEMESTER (January – May)</p> <p>Continue General Observation Period</p> <p>Schedule meeting with staff member and administrator.</p> <p>Discuss observations and complete the Professional Evaluation for Informal Evaluation Form.</p>	<p>Forms to be completed, signed, and sent to the Board Office no later than May 31st.</p>

4E UNSATISFACTORY STAFF MEMBER PERFORMANCE

(This process is not for first, second or third year staff members.)

4E1 NOTIFICATION

The procedure outlined below may be applied in the event that there is an administrative determination that a staff member's performance is unsatisfactory. The point of this procedure is achievement or restoration of satisfactory performance. The building administrator may determine after observation at any point in the school year that a staff member's job performance has become unsatisfactory. The staff member shall be promptly notified in confidence and in writing and advised of the reasons for the decision. At this point, the staff member will be removed from the regular appraisal process. The Board shall not vote to non-renew a staff member or to begin termination proceedings until the staff member has had sixty (60) days from the date he receives the prescriptive program; provided, however, that the Board may vote to begin termination proceedings regardless of such sixty (60) school day period if the Board determines for just cause shown in accordance with O.R.C 3319.16 and O.R.C 3319.161.

4E2 DIAGNOSIS, PRESCRIPTION, AND FOLLOW-THROUGH

A written prescriptive plan of developmental activities which will help the staff member understand and overcome deficiencies shall be developed and carried out cooperatively by the staff member, immediate supervisor, and other appropriate personnel (e.g., supervisor, Board of Education office personnel, etc.). This written prescriptive plan will be agreed to within ten (10) days after notification of unsatisfactory performance. This prescriptive plan will include administrative feedback to the staff member no less than every ten (10) days. Both the staff member and the immediate supervisor assume shared responsibility in working together in the conference, work sessions and classroom visitation for the purpose of devising and implementing the developmental activities. The staff member should assume responsibility for achieving and demonstrating continued improvement. The immediate supervisor should assume the responsibility for creating and maintaining a working atmosphere, providing those things for the staff member that are not available but important to carrying out the developmental activities and keeping careful notation of all aspects of the developmental activities. Written documentation of the developmental activities, including the diagnosis, prescription for improvement and continuing problems will be provided to all personnel involved for the duration of the probationary period.

4E3 REMEDIES

a. Satisfactory

The desired outcome shall be justification for deciding that the staff member's performance be judged as satisfactory. At this point, the staff member will be returned to the regular appraisal process at the appropriate level.

b. Making Progress

In some instances it may be judged that the staff member, although not rendering fully satisfactory performance has evidenced sufficient initiative, cooperation, and growth to merit extension of the prescriptive plan.

c. Unsatisfactory

If, after following the steps above, it is still judged that the staff member's performance remains at an unsatisfactory level, discontinuation of his services is in order. This may be accomplished by one of three procedures:

(1) Resignation

A professional person should be accorded the opportunity of submitting a resignation.

(2) Non-renewal

- (a) A staff member whose contract is to be considered for non-renewal shall be notified by certified mail at least 10 days prior to Board action. The Board shall not vote to non-renew a staff member or to begin termination proceedings until the staff member has had sixty (60) days from the date he receives the prescriptive plan.
- (b) Limited contracts shall expire at the end of the last school year in the term of the contract. However, a limited contract shall automatically be deemed renewed unless the Board on or before April 30 of the school year in which the limited contract is to expire:
 - (i) Adopts a resolution in public session of its intention not to renew the employment of that staff member; and
 - (ii) The Board or Superintendent mails a written notice of the non-renewal by certified mail, return receipt requested, to the staff member at the address appearing for that staff member on the Treasurer's records at least 10 days prior to Board action. It is the responsibility of each staff member to keep a current address on file with the Treasurer and to make any necessary changes therein.
 - (iii) A staff member who is non-renewed may challenge compliance with this Article and with the evaluation procedures by filing a demand for binding arbitration within ten (10) days of receipt of the notice of non-renewal. Grievance arbitration shall be in place of the procedures of O.R.C. §3319.11(G).

(3) Termination

The Board may terminate a staff member's contract(s) for the reasons and pursuant to the procedure set forth in O.R.C. §3319.16.

4F DISCIPLINARY PROCEDURE

4F1 STEPS

The following steps shall be followed when disciplinary action against a staff member is deemed necessary by the building principal and/or immediate supervisor, except in cases where the action is deemed severe enough to advance steps.

- a. **Step I** A verbal warning of the improper act will be given, in private, to the staff member and a conference with the principal or immediate supervisor will be held. Such verbal warning shall not be recorded in the staff member's official personnel file, but may be recorded, dated, and kept by the administrator with the staff member's or TCEA

representative's signature acknowledging the verbal warning. In matters pertaining to student or staff member safety and/or health or in case of unprofessional conduct or breaches of Board policy, the faculty handbook or Board policy may satisfy the oral warning step.

b. **Step II** A written warning or reprimand signed and dated by the principal shall be given to the staff member with a copy forwarded to the Superintendent. The written warning or reprimand shall be signed and dated by the staff member; such signature shall indicate the staff member has seen the warning or reprimand, not necessarily that he agrees with the content. Refusal to sign shall constitute insubordination. A copy of a signed written warning or reprimand may be placed in the staff member's personnel file. The staff member may attach his written statement to the file copy of the reprimand. Only compliance with these procedures may be grieved, not the substance of a reprimand.

4F2 FURTHER ACTION

After an oral warning, given in private, and a written reprimand have been given, the Superintendent may suspend an staff member without pay for up to three (3) days for insubordination, neglect of duty, violation of rules and regulations of the Board, or for violation of administrative policies or directives adopted by the Board.

Before any such suspension is imposed, the staff member will be furnished with written notification of the suspension, including the dates and reasons therefore. If requested in writing within five (5) days of the receipt of notification, the staff member will be granted a hearing before the Superintendent or his designee. At such hearing, the staff member will have an opportunity to present evidence and rebut the basis of the suspension. The staff member may be represented by a TCEA representative at the hearing. Such hearing will be scheduled within ten (10) days from the receipt of request from the staff member.

Within five (5) days following the hearing, the Superintendent will provide the staff member with a written summary of the hearing and determination and judgment thereon. If the suspension is upheld, the reason(s) will be provided. The staff member may file a grievance about the disciplinary suspension at Step IV of Article 3C GRIEVANCE PROCEDURE within five (5) days of receiving notice of the suspension.

Fringe benefits as per this Professional Negotiations Agreement shall stay in effect during the time of any suspension.

4G PERSONNEL FILES

4G1 PERSONNEL FILE CONTENT

The personnel file for each staff member shall be maintained in the Board of Education office. Such file shall be the only official file representing such staff member. Such file shall be confidential, except that the individual staff member shall have access to his personnel file upon request and the Superintendent, the building principal, the Treasurer of the Board, or other administrative personnel having a responsibility for such staff member or his records, may have access to such file. Requests for such access shall be made to the Director of Human Resources. A staff member may request a copy of any item in his file at no cost.

When a immediate supervisor or other administrator makes a negative notation in the staff member's file other than evaluations (according to Article 4D STAFF EVALUATION PROCESS), a copy of such notation shall be given to

the staff member by hand delivery with the staff member to sign acknowledging receipt, not necessarily agreement, or by certified mail at least ten (10) days before it is put in the file.

Any of the above notations that are not signed for or not sent by certified mail shall be removed from the staff member's file at the request of the staff member. Anonymous letters or other materials shall not become a matter placed in the personnel file.

Staff members may place letters of merit pertaining to their role as a professional educator in their personnel files.

Official personnel files shall not contain any inaccurate, irrelevant, untimely, or incomplete information and any such information shall be subject to removal. Removal of materials should adhere to the procedure set forth under Article 4G2 GLEANING THE FILES of this Professional Negotiations Agreement.

4G2 GLEANING THE FILES

a. STAFF MEMBER'S RIGHT TO ITEMS IN PERSONNEL FILE

Any staff member may, pursuant to chapter 1347 O.R.C., inspect his personnel file and, in writing, dispute the accuracy, relevance, timeliness, or completeness of the personnel information pertaining to him.

Upon request to glean a staff member's file, the staff member will have access to all materials in the file generated after employment. Those items in the file coming from a university or former employer are a matter between the staff member and said institution or employer. These items are not the Board's to release.

b. GLEANING PROCEDURE

When a staff member wants his personnel file gleaned, the following procedure will be followed:

- (1) Step #1: The staff member will go to the Board office and ask the Human Resource secretary to see his file. The file may be reviewed in the presence of the Director of Human Resources or her secretary. Files are not to leave the building.
- (2) Step #2: Upon request to see his personnel file, the staff member will receive his personnel file along with an empty file folder and a copy of these procedures.
- (3) Step #3: The staff member should record on the paper his name, the date the file is gleaned, and a list of all items that the staff member wants removed from his file. Then the staff member will place all items listed in the empty file folder.
- (4) Step #4: Upon completion of Step #3, the staff member will return to the secretary or the Director of Human Resource his personnel file and the folder with all items to be gleaned.
- (5) Step #5: The materials to be gleaned from a staff member's personnel file will be checked for compliance with the "conditions for removal of file items" and then disposed of in compliance with the district records retention and destruction policy.

c. CONDITIONS FOR REMOVAL OF FILE ITEMS

Evaluations and records of disciplinary action that are three years old or less must remain in the file unless a problem has been remedied and there is documentation stating so. After three years all disciplinary materials shall be moved to an auxiliary file.

ARTICLE 5

EMPLOYMENT, ASSIGNMENT, VACANCIES AND TRANSFERS

5A QUALIFICATIONS AND APPOINTMENT OF TEACHERS

The Board has the responsibility for employing the staff members of the Troy Schools. Educational background, successful work experience, successful completion of a criminal background check, character, personality, good health, and evidence of ability to get along with people shall be among the main factors considered in the appointment of personnel. Appointments, assignments and transfers shall be made on the basis of the applicant's qualifications. No appointments shall be made based on age, color, creed, handicap considerations, race, religion, gender, place of residence, political influence, personal friendship, or economic need. No staff member shall be employed unless such person is nominated by the Superintendent of Schools, §3319.07O.R.C. The Board may take any reasonable actions affecting staff members to comply with fair employment laws, including the Americans with Disabilities Act.

5A1 EMPLOYMENT OF RETIRED TEACHERS

The following provisions will apply to the rehire of staff members who have retired from the Troy City Schools, or otherwise retired under the State Teachers' Retirement System and expressly supersede all relevant provisions of the Ohio Revised Code, including but not limited to §§3319.11 and 3319.111 and all other applicable Ohio statutes.

- a. Re-employment The parties are committed to recruiting and hiring the best qualified staff members to fill vacancies. Rehire of staff members who retire from the Troy City Schools is not automatic. Staff members must submit a letter by January 1st stating that they would like to retire and be considered for rehire for the following school year. By January 15th, the Board will give notice that the staff member is retired or will retire and is seeking reemployment with the Troy City School District and set a public meeting on this issue for a regular or special meeting called for this purpose no later than March 31st.
At the next regular or special Board meeting called for this purpose, no earlier than fifteen (15) but no later than thirty (30) days after the public meeting, the Board shall award or decline to award the staff member a contract under this provision for the following school year. Any staff member to whom the Board declines to award a contract under this provision may elect not to retire by submitting a letter rescinding his decision to retire no later than May 1st.
- b. Break in Service and Seniority Retirement of a staff member from the Troy City Schools will be considered a break in service, and a staff member who is then rehired will be considered a new hire with no system seniority.
- c. Placement on Salary Schedule This provision expressly supersedes Ohio Rev. Code §3317.13, Article 8 of this Agreement, and other applicable laws. A retired staff member who is rehired will be given credit for up to eight (8) years of service for purposes of placement on the salary schedule at his present education level.
- d. Contract This paragraph expressly supersedes Ohio Revised Code §§3319.08 and 3319.11 and other applicable laws.
 - (1) A retired staff member who is rehired will be employed on a limited contract for a term of one (1) year. Such contract will expire automatically by its own terms at the end of the school year, without the necessity of a resignation from the staff member or without the necessity of Board action. Such staff member shall not be

deemed re-employed when notice of non-renewal is not given. Any further employment of the staff member will be pursuant to Paragraph 5A1 of this Section, except for the last sentence.

- (2) A retired staff member who is rehired will not be eligible for a continuing contract.
- e. Evaluation A retired staff member who is rehired will not be evaluated.
- f. Severance Pay If retiring from the Troy City Schools, a staff member must take severance pay at the time of retirement, payable according to Section 8H, thereby extinguishing sick leave accumulation. A retired staff member who is rehired will not be eligible to convert sick leave to severance pay upon separation from subsequent employment.
- A retired staff member who is rehired for the year following retirement shall not be eligible for any resignation incentive.
- g. Sick Leave A retired staff member who is rehired will begin employment with zero (0) days of accumulated sick leave and will accrue and accumulate sick leave in accordance with the provisions of Ohio Revised Code.
- h. Other Fringe Benefits Retired staff members who are rehired will receive retirement contributions, insurance, personal leave and all other fringe benefits not specifically addressed in this memorandum in accordance with this Agreement.
- i. Applicability of Other Contract Provisions Except to the extent specifically addressed in this Article, all provisions of this Agreement apply to retired staff members who are rehired.

5B CERTIFICATION/LICENSURE AND TRANSCRIPT OF CREDITS

All staff members must be properly certificated/licensed in all subjects taught, and all certificates/licenses or an approved copy must be filed with the Superintendent by the opening of school in August. All new staff members must file with the Superintendent a certified transcript of all credits obtained in college or university work before receiving any salary payment. All newly hired staff members holding a two-year Provisional License must notify the Business Manager/Director of Human Resources of their successful completion of the PRAXIS 3 Assessment by submitting a copy of their PRAXIS 3 Assessment Results within five (5) days of the receipt of these results.

5C ASSIGNMENT PRACTICES

By May 15, staff members will be notified of any tentative changes in their classroom assignments for the forthcoming school year.

5D TUTORIAL ASSIGNMENT

No staff member under contract with the Troy City Board shall be permitted to tutor a child whom he is teaching as a pupil in the Troy Schools for pay during the school year, nor can a staff member use a Troy City School facility or equipment for personal gain unless there is a building rental agreement.

5E SENIORITY

5E1 DEFINITION:

- a. Seniority for staff members shall be determined by the length of continuous service within the school district/bargaining unit.
- b. Service rendered beyond the normal school year shall not be considered toward accumulated seniority.
- c. Years of service in supervisory or administrative positions shall not be considered toward accumulated seniority.
- d. All continuing contract status personnel shall have greater seniority than all limited contract status personnel.
- e. Leaves of absence shall not constitute an interruption in continuous service; however, the time that the staff member was on leave will not be counted toward total years of service in determining seniority rights.

5E2 BREAKING OF SENIORITY

A staff member shall lose his seniority:

- a. Upon resignation, non-renewal or termination
- b. Upon discharge for just cause
- c. Upon failure to report from layoff

5E3 TIES IN SENIORITY

For staff members with the same length of continuous service, seniority shall be determined by the following order:

- a. Starting with the 2010-2011 Professional Negotiations Agreement, the date of the Board meeting at which the staff member was hired. Prior to the 2010-2011 Professional Negotiations Agreement, the 2009-2010 seniority list (Addenda P and Q) shall be referenced.
- b. If the date of the Board meeting at which the staff members were hired is the same, the date and time of notification regarding intent to employ shall be listed on the Administrator's Recommendation for Employment Form (Addendum N), and a written copy shall be placed in the personnel file.
- b. When all of the above provisions have been exhausted and a tie still exists, a draw will be utilized to break the tie. The drawing shall take place in the presence of the staff members involved, the TCEA President and the Superintendent.

5E4 SENIORITY LIST

The Board shall prepare and post a seniority list including the following: date of hire by the Board, area(s) of certification/licensure, most senior to least, continuing and limited contract. The Board shall post the seniority list on the District website and send a copy to the TCEA President each year by October 15th. All staff members who are on leaves of absence at the time of a posting or Reduction in Force shall be included in the seniority list.

5E5 CORRECTION OF SENIORITY LIST

Each staff member shall have until November 15th to advise the Human Resources Department of any inaccuracies that affect his seniority. The Board will investigate all reported inaccuracies and make such adjustments as may be in order and send the updated list to the TCEA President and update the posting on the District website.

5F VACANCY

5F1 VACANCY DEFINITIONS:

A vacancy shall be defined as a bargaining unit position (certified or supplemental) unoccupied due to:

- a. Retirement of a Staff Member
- b. Resignation of a Staff Member
- c. Death of a Staff Member
- d. Creation or restoration of a Bargaining Unit Position
- e. Non-Renewal of a Staff Member
- f. Termination of a Staff Member
- g. Transfer, reassignment or promotion of Staff Member

5F2 NOTIFICATION OF VACANCIES

Staff members shall be notified of all certified or supplemental vacancies after any internal transfers of regular classroom teachers occur within a building. Notification shall include all the following methods:

- a. By both school and home e-mail (providing the staff member provides his home e-mail address to the Human Resources Dept.)
- b. Posting on Troy City Schools cable access channel
- c. District webpage

5F3 POSTING REQUIREMENTS

- a. All vacancies shall be posted and remain unfilled for a duration of five (5) days.
- b. Vacancy notice shall include:
 - 1) certification/licensure requirements
 - 2) job description
 - 3) tentative work location
 - 4) date of posting and last date to apply
 - 5) procedures for applying for the position

5G SUMMER SCHOOL

1. A list of probable summer school positions will be posted in each building as soon as practical.

2. The Superintendent shall select, assign, and recommend to the Board, staff members to be employed for summer school. Consideration for selection will be made from the properly certificated/licensed applicants based on the following prioritized criteria:
- a. First, a Troy City Schools' staff member.
 - b. Second, prior total years of teaching service in Troy summer school (not consecutive).
 - c. Third, length of service in Troy City Schools based on last date of hire.
3. Staff members to be recommended for employment will be notified of such intention by June 1 to the extent possible. Other staff members that have applied may inquire of the summer school director as to their status.
 4. Staff members will be paid an hourly rate, based on the staff member's position on the Salary Schedule. (Staff members from outside the district cannot go beyond Step 10.)

5H TRANSFERS

5H1 VOLUNTARY TRANSFERS

Definition: When a staff member requests a change in grade level, department, course, or building assignment.

A staff member may apply for any posted position within their certification/licensure prior to the expiration of the posting. Such application by a staff member shall be assured of reasonable consideration based upon ability to meet certification/licensure requirements and qualifications of the job description, quality of job-performance as reflected in the previous three (3) years' evaluations, seniority and majority decision of the interviewing panel. Upon request, a staff member not granted a transfer shall be given the reasons in writing. Requests for transfer or change in assignment shall not be denied on any arbitrary or capricious basis.

5H2 INVOLUNTARY TRANSFERS

Definition: When the Board or its representative initiates a change in grade level, department, course, or building assignment.

Prior to an involuntary transfer, the staff member will be consulted or shall be notified of the transfer and the reasons for the transfer verbally and in writing. Involuntary transfer shall not be made on an arbitrary or capricious basis. No transfer shall be disciplinary in action. Involuntary transfers shall not occur to create a vacancy in the affected staff member's current assignment. Involuntary transfer of a staff member shall be prohibited if another staff member who meets the certification/licensure or entry level requirements of the job description for the vacant position has applied for the vacancy.

When an involuntary transfer occurs, the administration shall be responsible for conducting the move.

5I PROMOTIONS

For purposes of this Article, a promotion is an appointment of a staff member to the position of visiting teacher, supervisor, coordinator, director, department head, principal, or for a newly-created position in which a salary differential is included in the base contract (excluding raises). Current staff members will be given first consideration for promotions.

All appointments are made upon the recommendation of the Superintendent of Schools. The general principal governing promotion is also the fundamental purpose of the school – the educational welfare of the children in the schools.

Vacancies occurring in promotional positions, as defined above, shall be made known according to the procedures in Section 5F3.

Any staff member wishing to be notified by mail during the summer of any promotional vacancies shall submit to the Business Manager/Director of Human Resources a self-addressed, stamped envelope for each posting requested.

5J REDUCTION IN FORCE

A Reduction In Force (RIF) shall have occurred when the Board reduces or eliminates bargaining unit positions other than through natural attrition (retirement, resignation, or death). Whenever a staff reduction is necessary, this section will apply. The discharge of staff members working on one year contracts in place of staff members on leave, staff members being terminated, those who retire, or resign or are non-renewed shall not be considered a RIF.

In the event a reduction is necessary, the Superintendent will identify the positions that need to be reduced by April 30 and forward a list to the TCEA President. If the Official Amended Certificate of Estimated Resources received from the Miami County Budget Commission expected in August is more than \$250,000 less than the Treasurer's projection of General Fund revenue for the forthcoming fiscal year, the Superintendent may effect a reduction in force after April 30. After the necessity for a RIF has been determined, the Superintendent agrees to meet with TCEA President or his designee and discuss the effects of the RIF. In the event of natural attrition, non-renewal, or termination where a decision not to fill the position is made, the Superintendent agrees to meet with TCEA President or his designee and discuss the effects of the decision not to fill the position.

In effecting a reduction in force, each position to be eliminated shall be identified by building and grade level or field of instruction based upon the staffing level for the current school year. In the event there exists more than one position fitting the description of the position to be eliminated, the position held by the least senior staff member as defined in Article 5E3 Ties in Seniority shall be eliminated. The seniority list will be posted according to Article 5E4 Seniority List.

Contracts will be suspended by the Superintendent within 30 days after the positions to be eliminated are determined. The limited contract for an affected staff member that expires prior to the effective date of the RIF shall be renewed and then suspended to implement the layoff.

Any staff member whose contract is to be suspended will be notified that his contract will be suspended in writing served personally or by certified US mail. The Suspension Notice will contain the effective date of the suspension. Any staff member who is notified that his contract has been suspended may, within five (5) days, notify the Business Manager/Director of Human Resources in writing of his intent to displace a less senior staff member. In order for a staff member to exercise his right to displace a less senior staff member, the staff member must be appropriately certified/licensed to teach in another area and there must be a less senior staff member in that area. A staff member who displaces a less senior staff member in accordance with this section and who is not thereafter displaced by a more senior

staff member is entitled to have his contract maintained but remains subject to the transfer provision of Article 5, Section F of this Professional Negotiated Agreement.

Staff members whose contracts have been suspended shall have the right to recall if a vacancy occurs which is to be filled or a new position is created for which the staff member is certified/licensed. Notice of recall shall be sent to the staff member by certified mail. A staff member who desires to be restored to employment in compliance with the provisions of the section must notify the Superintendent no later than ten (10) days after receipt of notice of recall. It is the obligation of the staff member to keep their current address on file with the Human Resources Department.

Staff members will be given the right to recall for 36 calendar months after the staff member's last active workday, according to the O.R.C. 3319.17. Staff members who do not respond to recall within ten (10) days after receipt of recall notice shall forfeit any and all rights to recall. No new hire shall be employed in a bargaining unit position until all eligible, laid off staff members have been offered such position.

A staff member on layoff status shall have the following rights:

1. The right to continue receipt of group insurance coverage at the staff member's expense.
2. The right to retain seniority credit during the period of layoff.
3. Credit for salary placement, upon recall, for teaching experience, which would qualify for salary schedule credit upon initial employment.
4. Recognition of additional certification, license, or entry-level requirements earned or reported while on layoff status for recall purposes, provided such information is filed with the Board prior to recall.

5K SUBCONTRACTING

No staff member shall lose his job as a result of subcontracting.

ARTICLE 6 CONTRACTS

6A STAFF MEMBER CONTRACTS

Ohio Statue (3319.08 ORC) provides for two types of contracts for staff members-- limited and continuing.

6A1 LIMITED CONTRACTS AND ELIGIBILITY

Terms of Contracts

As many as three (3) one-year contracts may be offered consecutively. After three single-year contracts, the staff member, if re-employed, will be offered a four-year contract. After any four-year contract, the staff member, if re-employed, will be offered another four-year contract unless eligible for continuing status.

Notwithstanding the first paragraph of this section, if a staff member is otherwise eligible for re-employment on a multiple-year contract, but at the time of re-employment has been removed from the regular evaluation process, the staff member shall only be eligible for a one-year contract, if re-employed. After reinstatement to the regular evaluation process, the staff member will receive a four-year contract depending on his previous position in the process.

6A2 CONTINUING CONTRACTS AND ELIGIBILITY

- a. Staff members eligible for continuing service status shall be those staff members who hold a professional, permanent, or life certificate or a professional educator license plus either of the following: (1) if a masters degree was held at the time of initially receiving a certificate or license, six semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate or license; or (2) if no masters degree was held at the time of initially receiving a certificate or license, 30 semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate or license. The service requirement for continuing contract status requires the staff member to have taught within the district for at least three out of the last five years. This requirement is modified, however, for those staff members who, prior to their employment within the district, had attained continuing contract status in some other district. For these staff members, continuing contract eligibility begins after only two years of service within the district, and may begin at some sooner date, if the superintendent of schools so recommends. A continuing contract remains in effect until the staff member resigns, retires, or until the contract is terminated as prescribed by law (3319.08 ORC).
- b. A staff member who is initially issued an educator's license on or after January 1, 2011, must hold an educator's license for at least seven (7) years to be eligible for continuing contract status.
- c. If, during the term of a limited contract as that term is defined in Section 3319.08 ORC, a staff member believes he is or will become eligible for a continuing contract, then such staff member must notify the Superintendent in writing of such eligibility, prior to the end of the first semester of the current contract year.

Such staff members shall be considered for continuing contract status by the Superintendent and the Board at the meeting of the Board held in April, if by April 1 of that year such staff member has filed a copy of his professional, permanent or life certificate, or professional educator license with the Human Resource Department.

- d. The Board may re-employ a staff member who is eligible for continuing contract on a one- or two-year limited contract. Where the Superintendent intends to recommend such action to the Board, he shall mail the staff member written notice of his intention, with reasons directed toward the staff member's professional improvement, by certified mail prior to Board action. The Superintendent shall mail the staff member written notice of Board action to re-employ the staff member on a one- or two-year limited contract by certified mail on or before April 30 of the year in which the staff member's contract is expiring. At the expiration of such limited contract, the staff member shall be non-renewed or granted a continuing contract.
- e. The Board may vote to re-employ a staff member who is eligible for continuing contract on a one- or two-year limited contract upon the Superintendent's recommendation.

6A3 EFFECTS OF LEAVES OF ABSENCE WITHOUT PAY

Notwithstanding Sections 6A1 and 6A2, leaves of absences without pay of more than sixty-five (65) consecutive days in a school year shall have the following effects:

- a. The school year shall not be considered a year of service for purpose of a step on the salary schedule.
[Section 8A2f]
- b. The time served during the school year containing the leave of absence described in this section shall not constitute a year of service:
 - (1) for the purpose of acquiring the right to or progressing towards a continuing contract, or
 - (2) for the purpose of serving a year under a limited contract.

The staff member shall upon return to work assume the same contract status as when the school year began. In addition, at the beginning of the next school year following the school year containing the leave of absence described in this section, the staff member shall then complete the year or years provided in the limited teaching contract previously awarded. The school year containing the leave of absence under this section shall not count as a year towards completing the number of years provided in the staff member's limited contract.

6A4 EFFECTS OF LEAVES OF ABSENCE WITH PAY

Notwithstanding Sections 6A1 and 6A2, leaves of absence with pay of more than sixty-five consecutive days in a school year shall have the following effects:

- a. The school year shall be considered a year of service for purpose of a step on the salary schedule.
- b. The time served during the school year containing the leave of absence described in this section shall not constitute a year of service:
 - (1) for the purpose of acquiring the right to or progressing towards a continuing contract, or
 - (2) for the purpose of serving a year under a limited contract.

The staff member shall upon return to work assume the same contract status as when the school year began. In addition, at the beginning of the next school year following the school year containing the leave of absence described in this section, the staff member shall then complete the year or years on the limited contract previously awarded.

6A5 SUPPLEMENTAL CONTRACTS

- a. The Board shall enter into a supplemental written contract with each staff member who is to perform duties in addition to the staff member's regular teaching assignment. Such supplemental contracts shall be limited contracts and shall set forth the staff member's duties and shall specify the salary to be paid for this service.
- b. The deadline for non-renewal of supplemental contracts shall be June 30 instead of April 30.
- c. Staff members shall be compensated for supplemental duties for which they are employed in accordance with the supplemental salary schedules attached hereto. The Board need not fill any or all positions listed on the schedule in any particular school year. The Superintendent shall determine whether a vacancy exists in a supplemental position and when to fill the vacancy. The Board needs not bargain with TCEA about the decision to create a new supplemental position or to consolidate supplemental positions but shall bargain about the salary for any new or consolidated supplemental position. If there is going to be an adjustment of the supplemental duties and pay for a position, the President of TCEA shall be notified and a representative of TCEA shall negotiate the adjustment.

6B PROVISION OF STAFF MEMBERS' CONTRACTS

Every staff member who signs a contract with the Board agrees to abide by Board policies and administrative rules and regulations that are placed in the staff member work room and principal's office at each building and matters agreed to through negotiations. Notification of change in Board policies shall be given to the building representative in each school building and sent to the TCEA President.

**ARTICLE 7
LEAVE POLICIES**

7A LEAVE OF ABSENCE WITH PAY

Under conditions hereinafter specified, staff members of the Board will be granted leaves of absence with pay. The following amounts of days are hereby set aside for illness and for personal leaves of absence with pay in accordance with the following categories:

7A1 SICK LEAVE

Each full-time staff member shall be credited with 1-1/4 days (at the rate of 15 days per year) of sick leave for each month of service rendered. Staff members who render part-time service shall be entitled to sick leave for the time actually worked at their rate.

In accordance with ORC 3319.141, staff members may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others and for absence due to illness, injury, or death in the staff member's immediate family. Immediate family is defined as parent, child, spouse, sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, legal guardian, foster or step-child, or foster or step-parents of said staff member. For death in less than the immediate family, personal leave shall be used. After childbirth, a staff member may normally use sick leave for up to eight (8) calendar weeks of recovery. During the adoption process, a staff member may use up to two (2) calendar weeks of sick leave, commencing with the placement of the child.

If an illness meets the criteria for STRS disability, the staff member shall apply for STRS disability.

The Superintendent or his designee may engage in a dialogue with the staff member as to the reason for the staff member's absences where the staff member is absent more than eight days in a four-month period.

Medical proof of illness/death may be required by the Board. Misuse or deliberate misrepresentation of sick leave may result in disciplinary action up to and including termination.

7A2 SICK LEAVE BANK

The staff members of the Troy City Schools will establish a sick leave bank. At the beginning of each school year, or if the sick leave bank balance falls below one hundred (100) days, staff members may volunteer to donate up to five (5) days of their available sick leave. The donated days will make up the sick leave bank and unused days remaining in the sick

leave bank will accumulate from year to year. A review panel made up of the TCEA President or his designee and the Business Manager will administer the sick leave bank.

Upon depletion of accumulated sick leave balance and advancement of five (5) sick days per ORC 3391.141, a staff member may apply for sick leave days from the sick leave bank if he has a catastrophic illness or injury or if his spouse, child or step-child has a catastrophic illness or injury. A catastrophic illness or injury is defined as a sudden or unexpected disruption of a standard order of living.

The staff member must have a doctor's note when applying for days from the sick leave bank explaining the catastrophic condition and the length of time needed to be off work. He may apply for sick leave days up to twelve (12) calendar weeks at a time. If additional time is needed, the staff member or administrator must make another application accompanied by a doctor's note explaining the need. Requests for use of the sick leave bank must be made through Human Resources. The maximum days a staff member may be granted from the sick leave bank per contract year will be no more than sixty (60) days.

7A3 PERSONAL LEAVE

- (a) The Board recognizes the need for personal leave. This leave, not to exceed four (4) days per year, will be granted to staff members. Leave may be taken in whole increments. Since the operation of the school program is the first concern, the Principal or Supervisor may refuse to grant this leave if the operation of the school may be jeopardized. No personal leave will be granted on the first or last day of school nor on days before or after the school is closed or not in session unless there is an emergency situation and the staff member submits a written request to the Principal or Supervisor explaining the need for Personal Leave. The Principal or Supervisor will make a recommendation and forward the letter to the Superintendent or his designee, whose decision shall be final.
- (b) The staff member will submit a request for Personal Leave, Addendum S, to the Principal or Supervisor at least three (3) days in advance. Except for emergency situations, the Principal or Supervisor will acknowledge the use of Personal Leave. In case of emergencies, the Superintendent or his designee may waive the 3-day requirement.
- (c) Unused Personal Leave days will be compensated as follows:

4 unused days	\$400
3 unused days	\$200
2 unused days	\$100
1 unused day	\$ 50

Payment will be made by July 31st.

(For **UNPAID PERSONAL LEAVE**, see Section 7B6.)

7A4 SCHOOL BUSINESS

Pursuant to provisions of Section 3313.20 Ohio Revised Code, any employee of the Troy City Board of Education may receive compensation and expenses without deduction from sick leave for days on which he is excused, by the Superintendent or his designated representative, for the purpose of visiting other schools for observation or attending meetings such as conferences, workshops, and seminars at the local, state, or national level which are designed for

improvement of instruction or management of the school district and for other travel necessary for the conduct of official school district business in accordance with the following stipulations:

- a. The operation of the school program will be the first concern.
- b. All staff members in the Troy Schools are encouraged to attend professional meetings. The number of staff members to be absent for such meetings at any one time is to be determined by the administrators involved.
- c. The value of the experience for the staff member and the school system plus the contribution the staff member can make to the meeting or organization attended must be demonstrated.
- d. Approval is subject to the sole discretion of the Superintendent or designee and must be obtained in writing prior to travel and/or attendance at a meeting on forms provided by the Superintendent's office.
- e. Reimbursement will be paid for the necessary and reasonable expenses of:
 - (1) Use of privately owned automobile at the prevailing rate
 - (2) Common carrier fare that is supported by receipts
 - (3) All meals traveling to, during, and from meetings
 - (4) Lodging supported by receipts
 - (5) All claims for reimbursement of expenses such as taxi and ferry fares; bridge, highway, and tunnel tolls; baggage storage; telephone calls; conference registration; rental fees; and other expenses necessary to the conduct of official school district business.
 - (6) All claims for reimbursement of expenses must be submitted in writing for approval by the Superintendent or his designee, on forms provided by the Superintendent's office
- f. The request to visit another school should indicate the particular school and teacher(s) that are to be visited. The local principal or supervisor should contact the principal of the school to be visited to secure his permission for the time and place of the visit.
- g. Upon return from professional meetings, written summaries shall be submitted to building administrators upon request.

7A5 ASSAULT LEAVE

Whenever, as a result of an assault or battery to a staff member while in the scope of staff member employment or during attendance of a school event if the staff member is assisting with crowd control or security, the staff member receives injuries which would entitle him to compensation under Section 4123 ORC, such staff member shall be eligible for assault leave under the following conditions:

- a. The staff member must actively pursue prosecution of a known assailant in the appropriate court
- b. Any time lost from work shall not be charged against sick leave
- c. The maximum amount of assault leave shall not exceed five days except when a physician's statement specifies a longer period of time, in which event the maximum amount of assault leave shall not exceed 60 days.
- d. Court appearances in connection with assault prosecution shall be charged to assault leave.

7A6 ABSENCE FOR JURY DUTY AND COURT SERVICE

- a. When a staff member is called for jury service, he shall give his immediate supervisor proper notice and the Board will reimburse the staff member for his regular pay. The staff member shall surrender his per diem, excluding transportation, meals, and room, for court services to the Board Treasurer. It is the responsibility of the staff member to collect for his court services. The staff member shall submit receipts for the excludable items (transportation, meals, lodging).
- b. A staff member shall be granted, upon written request, court leave to appear as a party in a school related civil lawsuit or civil administrative proceeding or to appear as a subpoenaed witness:
 - (1) In a civil lawsuit or civil administrative proceeding where the witness's knowledge or information of relevant facts arose from his employment with the Board; for the purpose of this paragraph, school related matters shall not include conflicts between the Board and a staff member or the Board and TCEA.
 - (2) In a criminal or juvenile proceeding involving a student where the witness's knowledge or information of relevant facts arose from his employment with the Board.

Any staff member subpoenaed for a court appearance shall notify his building principal or his immediate supervisor as soon as possible. The staff member shall turn over to the Treasurer the witness fee check from the Court or litigants, excluding reasonable amounts for transportation, meals and room, and he will receive his regular pay. The staff member must provide receipts for excludable items (parking, meals, and transportation).

7B LEAVES OF ABSENCE WITHOUT PAY

Requests for leaves of absence without pay shall be submitted in writing on forms that shall be supplied by the Board. Requests for leaves of absence without pay must comply with the provisions in this section. Requests that do not comply will not be approved and the staff member will be expected to report for work. Staff members who do not report for work will be subject to disciplinary action. Failure to complete the terms for which a leave is requested will be grounds for termination of the leave and employment stops. A person returning from an authorized leave of absence without pay shall be placed on the appropriate salary step. The intent being that a person will not receive an experience increase for a leave of absence. All leaves of absence without pay shall in no event end sooner than the period of time granted, except as mutually agreed by the staff member and the Superintendent.

7B1 ILL HEALTH LEAVE

- a. A written application for leave of absence for ill health must be accompanied by a statement from the attending physician stating the nature of the illness and definitely recommending that a leave of absence be granted.
- b. Such request for leave of absence will be granted for not less than one semester nor more than one school year. The leave may be renewed, but in no event will a leave extend for more than two years. The request for extension of leave for personal illness must be accompanied by a doctor's statement recommending such an extension. Said staff members shall have right of restoration to contract status prior to approval of leave.
- c. If a staff member is unable to perform satisfactorily the duties of his position because of a physical or other disability or if the staff member has been absent on account of personal illness following the expiration of his sick leave, the

Superintendent may recommend, without the request of the staff member, a leave of absence for a part of the school year, or for a full school year and renewals thereof.

- d. The Superintendent may require a staff member to be examined by a physician, psychiatrist or psychologist mutually agreed upon and paid for by the Board in order to determine the staff member's continued ability to perform his job duties or to return to work from sick leave or medical disability leave. If the Superintendent and staff member cannot mutually agree on the examiner, the Superintendent shall provide the staff member with a list of three examiners from which the staff member shall select one. If the staff member does not select one from the list, the Superintendent will designate the examiner from the list.

7B2 CHILDREARING LEAVE

The Board will grant a leave of absence without pay for the purpose of rearing a newly-born child or a newly adopted child whose age is five years or less at the time of the commencement of the leave of absence.

- a. A staff member who wishes to take leave under this policy shall make application in writing to the Board at least thirty (30) days prior to the commencement of said leave, unless an adoption is involved where there is insufficient notice prior to the placement, in which case the thirty (30) days will be waived.
- b. Leave under this policy may be granted for a period of up to two (2) years plus the remaining portion of the school year in which the leave commences.
- c. Leave under this section shall expire on the last day of the school year unless the staff member gives notice by March 1 of his intent to: (a) extend the leave for an additional year (if eligible) or (b) return to active teaching duty for the ensuing school year.
- d. For return from approved leave, said staff member shall resume his previous contract status and may be considered for the same or a similar position.

7B3 MILITARY LEAVE

Military leave will be provided per the provisions set forth in the Ohio Revised Code 5923.05 and 3319.14.

7B4 LEAVE FOR PROFESSIONAL STUDY

- a. Professional leave may be granted on the basis of either one full semester or one full year. Request of leave for professional study must be filed 90 days prior to beginning of leave. If requests are placed later than this time, they may be granted if replacement can be obtained.
- b. Request for this leave for less than one year may be granted if administratively possible.
- c. The leave may be granted for full-time study and earned credit must be filed upon return to the Troy School System.

7B5 ILLNESS IN THE IMMEDIATE FAMILY

Leave shall be granted because of a serious illness in the immediate family for a period not to exceed two years, unless mutually agreed upon by the Superintendent and the staff member. A written application for such leave must be accompanied by a statement from the attending physician stating the nature of the illness.

7B6 UNPAID PERSONAL LEAVE

A staff member may use up to five (5) unpaid days per year for unique personal situations. The staff member requesting this leave must submit a written request to his principal or immediate supervisor explaining the unique personal situation at least three (3) days in advance. The written request must explain the circumstances that require the leave to be taken during regular school hours. The principal or immediate supervisor will make a recommendation and forward the request to the Superintendent or his designee for approval or denial. This leave will not be granted on the first or last day of school nor on days before or after the school is closed or not in session unless a very unique condition exists.

The Superintendent or his designee's action will be final. A request for unpaid personal leave shall not be unreasonably denied.

7B7 LEAVE FOR SELF-IMPROVEMENT THROUGH TRAVEL

- a. Any staff member may make a written request for this leave for travel.
- b. Such leave shall not exceed one year in length.
- c. Such leave shall not exceed one occurrence per five years of consecutive employment.
- d. Such leave shall not be unreasonably denied.

7B8 FAMILY AND MEDICAL LEAVE OF ABSENCES

The Family and Medical Leave Act of 1993 (FMLA) provides working parents with protections for their jobs, continued health care benefits, and up to 12 weeks of unpaid leave in cases of family or medical emergency. Other paid leaves may be taken concurrently under this provision and if paid leave is less than 12 weeks, the additional weeks of leave necessary to attain the 12 weeks will be unpaid. Eligible staff members shall choose when to substitute other accrued leave granted by other provisions of this Professional Negotiations Agreement for all or part of the FMLA leave and shall not be required to use accrued leave before commencing FMLA leave.

- a. DEFINITIONS: For the purposes of administering FMLA, the following definitions shall be used:
 - (1) Health Care Provider – “health care provider” means:
 - (a) a doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices; or
 - (b) any other person determined by Federal mandate to be capable of providing health care services.
 - (2) Parent – the biological parent of a staff member or an individual who stood in “loco parentis” to a staff member when the employee was a son or daughter.
 - (3) Reduced Leave Schedule – a leave schedule that reduces the usual number of hours per work week or hours per work day of a staff member.

- (4) Serious Health Condition – an illness, injury, impairment, or physical or mental condition that involves inpatient care at a health facility or any period of incapacity requiring an absence of more than three days that involves continuing treatment and supervision by a health care provider.
- (5) Son or Daughter – a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a staff member standing in “loco parentis,” who is:
 - (a) Under 23 years of age; or
 - (b) incapable of self-care because of a mental or physical disability.
- (6) Spouse – The term “spouse” means a husband or wife.

b. ELIGIBILITY FOR LEAVE UNDER FMLA

To be eligible for leave under FMLA, a staff member must have been employed for at least twelve months in total and must have worked at least 1250 hours during the twelve month period preceding the commencement of the leave. The leave may be granted for one or more of the following for a total of 12 workweeks of leave during any 12-month period:

- (1) The birth of a son or daughter of the staff member and in order to care for a staff member’s child after childbirth or the placement of a son or daughter with the staff member for adoption or foster care.
 - (a.) The entitlement to leave shall expire at the end of the 12 month period beginning on the date of such birth or placement.
 - (b.) Spouses who are both employed by the employer are entitled to a total of twelve weeks of leave (rather than twelve weeks each) for the birth of a child or adoption of a child.
- (2) To care for the spouse, son, daughter, or parent, of the staff member, if such spouse, son, daughter, or parent has a serious health condition:
 - (a.) The Board may require the staff member to provide medical certification to support a claim for leave to care for a seriously ill child, spouse, or parent.
 - (b.) The staff member must provide medical certification to support a claim for leave to care for a seriously ill child, spouse, or parent.
 - (c.) Certification must include the date on which the serious health condition commenced, the probable duration of the condition, the relevant medical facts regarding the condition, and an estimate of the amount of time the staff member is needed to provide care.
 - (d.) Certification for intermittent leave or leave on a reduced leave schedule for planned medical treatment must contain the dates on which such treatment is expected to be given and the duration of such treatment.
 - (e.) At its discretion, the Board may require a second medical opinion and periodic recertification on a reasonable basis at its own expense. If the first and second opinions differ, the employer at its own expense, may require the binding opinion of a third health care provider approved jointly by the Board and the staff member.

- (f.) Spouses who are both employed by the Board are entitled to a total of twelve weeks of leave (rather than twelve weeks each) for the care of a sick parent.
- (3) A serious health condition that makes the staff member unable to perform the functions of his position.
- (a.) Staff member must provide medical certification to support a claim for leave for the staff member's own serious health condition.
 - (b.) Certification must include a statement that the staff member is unable to perform the functions of his position.
 - (c.) Certification must include the date on which the serious health condition commenced, the probable duration of the condition, the relevant medical facts regarding the condition, and an estimate of the amount of time the staff member will be incapable of performing his job.
 - (d.) Certification for intermittent leave or leave on a reduced leave schedule for planned medical treatment must contain the dates on which such treatment is expected to be given and the duration of such treatment.
 - (e.) At its discretion, the Board may require a second medical opinion and periodic recertification on a reasonable basis at its own expense. If the first and second opinions differ, the Board, at its own expense, may require the binding opinion of a third health care provider approved jointly by the Board and the staff member.

c. APPLICATION FOR LEAVE OF ABSENCE UNDER FMLA

A request for FMLA must be originated by the staff member using the FMLA. A FMLA Form, including required medical certification, shall be completed, signed by the staff member, and submitted to the principal or immediate supervisor for approval. If possible, the form should be submitted twenty (20) days in advance of the effective date of the leave. When the need for leave is foreseeable, such as the birth or adoption of a child or a planned medical treatment, the staff member shall provide reasonable prior notice.

d. INTERMITTENT LEAVE

If medically necessary for a serious health condition of the employee or his spouse, child, or parent, leave may be taken on an intermittent or reduced leave schedule. If leave is requested on this basis, however, the employer may require the employee to transfer temporarily to an alternative position which better accommodates recurring periods of absence or a part-time schedule, provided that the position has equivalent pay and benefits.

e. STATUS OF EMPLOYEE BENEFITS DURING LEAVE OF ABSENCE

The Board shall continue to carry on payroll records all certified/licensed staff members whose sick leave accumulation has expired or who are on a disability leave of absence or other approved leave of absence for the purpose of term life/accidental death, hospitalization, surgical, major medical, and dental insurance. The staff member shall make the total payment to the Director of Human Resources.

- (1) Any staff member who is granted an approved leave of absence under this policy is advised to provide for the retention of his group insurance coverage by arranging to pay the premium contributions, if any, during the period of unpaid absence.

- (2) In the event that a staff member elects not to return to work upon completion of an approved unpaid leave of absence, the employer may recover from the staff member the cost of any payments made to maintain the staff member's coverage, unless the failure to return to work was for reason beyond the staff member's control. Benefit entitlements based upon length of service will be calculated as of the last paid work day prior to the start of the unpaid leave of absence.

f. LIMITATIONS ON LEAVE

- (1) Any leave commenced more than five weeks prior to the end of a school year and of at least three weeks duration may not end during the last three weeks of the school year.
- (2) Any leave commenced less than five weeks prior to the end of the school year and of at least two weeks duration may not end during the last two weeks of the school year.
- (3) Any leave commenced less than three weeks prior to the end of the school year and greater than five days duration shall continue until the end of the school year.

g. POSTING REQUIREMENTS

The Board shall post a notice that summarizes FMLA provisions in the main office of all Board operated buildings.

7C SABBATICAL LEAVE

Any staff member who has completed five (5) years of service may, with the permission of the Board of Education and the Superintendent of Schools, be entitled to take a leave of absence with part pay, for one or two semesters subject to the following restrictions:

1. The staff member shall present to the Superintendent for approval a plan for professional growth prior to such a grant of permission and at the conclusion of the leave, provide evidence that the plan was followed.
2. The staff member shall be required to return to the district at the end of the leave for a period of at least one year.
3. This leave shall not be denied on an arbitrary or capricious basis.

The Board may not grant such a leave unless there is available a satisfactory substitute nor grant such leaves to more than 5% of the professional staff at any one time. Part salary paid the staff member shall be the difference between the substitute's pay and the staff member's expected salary. A leave shall be no longer than one school year, nor granted a second time to the same individual when other staff members have filed a request for such a leave.

Upon his return from leave, the staff member's salary will be the same as he would have received had the period of his leave been spent in the Troy Public School System. Fringe benefits (including retirement benefits, health coverage, etc.) may be maintained at the expense of the staff member, and he will return to the same position, except where the staff member's prior position no longer exists, or to an equivalent position to that which he held prior to his leave. Any change in assignment as a result of the sabbatical leave will be made with the mutual consent of both the staff member and Superintendent.

ARTICLE 8
SALARIES AND MATTERS OF ECONOMIC WELFARE

8A SALARY SCHEDULES

The Board shall adopt salary schedules for all staff members for whose service a state certificate/license is required, and all salaries shall be in accordance with these schedules. Schedules shall provide equal salaries for all staff members having equal experience, training, and assignments; there shall be no differentiation on the basis of sex or the grade level or subject assignment.

8A1 PURPOSES OF THE SALARY SCHEDULES

Salary schedules shall be so designed that they will:

- a. Enable administrators to obtain competent well-trained personnel, and to retain those who have rendered effective service.
- b. Induce staff members, supervisors, and administrators to improve their skills and service by broadening their professional training.
- c. Provide staff members with a degree of financial security by indicating the salaries they may expect to receive from year to year.
- d. Enable the Board to determine its annual budget requirements for salary purposes.
- e. Guide administrators in the classification and assignment of certificated/licensed personnel and in determining the salaries to be paid.

8A2 SALARY REGULATIONS

- a. Salary schedules of previous years are not a part of this agreement and are expressly repealed.
- b. The Board may give compensation in proportion to the service rendered for special work and service over and above what is normally required.
- c. Compensation for "part time" staff members will be pro-rated on a percentage basis.
- d. Regular staff member salaries (not supplemental salaries) shall be paid in either twenty (20) equal or twenty-four (24) equal pays. Newly hired staff members shall be placed on the 24-pay sequence for their first year of employment. The number of pays elected by a currently employed staff member shall remain in effect from year to year unless the staff member gives written notice to the Treasurer of his election of the alternate method by August 1. The option of twenty (20) equal pays will be expire after the 2011-2012 school year.
- e. Staff members who have earned additional college credit which would entitle them to a higher salary classification at the opening of the school year must submit from the university an official transcript showing completion of the additional credit to the Superintendent of Schools by September 15 or January 15. If an official transcript cannot be obtained by September 15 or January 15, then other written evidence of completion from the college or

university will be accepted until an official transcript can be provided. Failure to submit evidence by the above dates will delay placement on the higher salary classification until next school year.

- f. Years of service means all years of service, for which membership in STRS is required, in public schools, regardless of training, and up to five years of military service. A full year of credit will be given for 120 days of service in a contract year and for eight continuous months or more of active military service (Sec. 3317.13 ORC).
- g. Staff members newly employed in the district shall be granted ten (10) years of public school teaching service elsewhere, including up to five years of military service (Sec. 3317.13 ORC).
- h. All staff members will be placed in their proper training column according to their degree or educational status (Section 317.14 ORC).
- i. A staff member must have a bachelor's degree or a master's degree to be placed in that classification on the salary schedule.
- j. All staff members must comply with the certification/licensure laws and regulations of the Ohio Department of Education. A staff member who does not maintain a valid license/certificate shall obtain a substitute license in order to continue employment. Until such time that he applies for a substitute license, the staff member cannot be paid. Once the staff member has filed an application for a substitute license with the Human Resources Department, the staff member shall be paid at the established substitute per diem rate.

Such staff members must have renewed their license/certificate by the end of the current calendar year. Benefits shall remain in effect until the end of the calendar year.

If by the end of the calendar year, the staff member has renewed his license/certificate, the staff member will be paid on the regular salary schedule effective on the date that the renewed license/certificate is issued.

If a staff member does not complete the requirements to renew his license/certificate by the end of the current calendar year, he will be considered to have voluntarily resigned from his position effective December 31st of that calendar year without board action or acceptance.

During the time the staff member is paid on the substitute per diem rate, he will retain all other rights as outlined in the negotiated agreement.

k. Description of training classification:

2 years of training – less than 90 semesters hours (135 quarter hours)

3 years of training – 90 or more semester hours without a degree

(1) BACH – graduation from a college with a degree

(2) BACH 150 (one-hundred fifty) – bachelor's degree and 150 semester hours (225 quarter hours)

(3) MASTER – postgraduate work to earn this degree

(4) MASTER PLUS 15 (fifteen)—master's degree plus 15 semester hours (22.5 quarter hours)

(5) MASTER PLUS 30 (thirty)—master's degree plus 30 semester hours (45 quarter hours)

(6) For the MASTERS PLUS 15 (fifteen) and the MASTERS PLUS 30 (thirty), the hours must be

(a) Toward a doctorate degree or for individual improvement in one's field

(b) In both instances, the 15 (fifteen) or 30 (thirty) semester hours must be taken after the MASTER degree has been received, graduate work being given full credit and undergraduate work three-fourths credit.

This means that fifteen (15) semester hours of graduate or 20 semester hours of undergraduate work will apply to the MASTERS PLUS 15 (fifteen) and 30 (thirty) semester hours of graduate work or 40 semester hours of undergraduate work for the MASTERS PLUS 30 hours. A combination of the graduate and undergraduate hours is acceptable.

- i. The following information must be on file in the Superintendent's office before the staff member's first work day, unless extended by the Business Manager/Director of Human Resources, or as soon thereafter as the information is available:
 - (1) An Ohio teaching certificate/license
 - (2) An official transcript of all college credits
 - (3) Verification of all previous public school experience
 - (4) Documentary evidence of military service is necessary if this is to be used for salary classification.
- m. Failure to comply with the provisions of paragraph j, l, and m could result in the withholding of pay. Continual refusal to abide by the regulations after written notice will be considered cause for nonpayment.
- n. The Board will give staff members written individual annual salary notices. Such notification will be given before the beginning of the school year unless negotiations have not been concluded, in which case notice will be given as soon as possible.

8B PAYMENT OF SALARY

8B1 REGULAR SALARY

Salary payment will occur twice a month (15th and 30th), except February, which will be the 15th and the last day of February. In the event a pay date falls on a Saturday, Sunday, or legal holiday, the payday shall occur on the last business day immediately preceding.

Staff members with seasonal supplemental duties may elect to be paid for such duties at the end of the season or half of the supplemental pay after completion of half the season with the remaining half after completion of the season. With the exception of Department Heads, staff members with year-long supplemental contracts may elect to be paid with their regular pay or at the end of the student school year (2nd pay period in June). The staff member will make the election for payment in writing on the supplemental contract form, which may not be changed during the supplemental contract.

8B2 ERRORS

If a payroll error is caused by the administration involving more than \$50, at the staff member's request the Treasurer within two working days shall pay the teacher seventy-five percent (75%) of the gross amount of the error. Final reconciliation shall be made at the next payroll.

8C TUITION REIMBURSEMENT

The Board will set aside \$35,000 each fiscal year for the purpose of tuition reimbursement.

1. Staff members will be eligible for up to \$1,500 of tuition reimbursement per fiscal year upon successful completion of the class and proof of payment for that class. If the total amount staff members' requesting reimbursement exceed

the total dollar value of the fund, the available funds shall be equally divided amongst those requesting reimbursement, not to exceed amount requested in reimbursement.

2. To receive tuition reimbursement, staff members must submit the tuition reimbursement form (Addendum T), proof of successful completion of a class and proof of payment for that class to Human Resources by June 5th. Staff members will be reimbursed in June of the fiscal year in which classes were successfully completed.
3. Any money not distributed through tuition reimbursement during a fiscal year will be carried over to the next fiscal year.

8D AUTOMATIC PAYROLL DEPOSIT

1. Staff members may elect to be paid by automatic deposit at any time. New employees must be on direct deposit. Once a staff member is on direct deposit, he must remain on direct deposit.
2. All changes in account information (i.e. routing numbers) and status must be communicated to the Treasurer's Office in order for pay to be properly processed.

8E PAYROLL DEDUCTION

Authorization for payroll deductions must be signed by the staff member except as authorized by provisions of continuing membership. All sums deducted from the payroll will be returned on a timely basis by the Office of the Treasurer to the appropriate agent designated to receive the deduction in accordance with the TSA company billing cycle (not to exceed each payroll). Deductions shall be provided without cost to staff members for the following purposes:

8E1 UTP DUES (TCEA, WOE, OEA, NEA)

Deductions of dues shall be spread out over eight equal installments, beginning with the second check in October, and from the second check for the next seven months. All money so deducted shall be remitted to the TCEA Treasurer monthly. TCEA shall notify the Treasurer of those staff members who will participate in payroll deduction no later than three weeks prior to the second check in October and shall indicate the total amount to be deducted from each staff member's check. Such authorization shall continue in effect until such a time that said staff member gives written notice to the TCEA Treasurer to discontinue such deductions or employment with the Board terminates, with a copy of the notice to the Board Treasurer, but in no event shall such authorization be discontinued voluntarily before the end of the school year. A representative of TCEA shall have access at reasonable times to the record of authorizations and cancellations kept by the Treasurer. If a staff member on payroll deduction separates from employment before deduction of all installments, the Treasurer shall deduct, to the extent there are funds owing to the staff member, the remaining dues. A staff member employed after the initial cut-off for notice of those on dues deduction may give written authorization for dues deduction. In such a case, the dues shall be deducted over the remaining installments in an amount verified in writing by the TCEA Treasurer.

8E2 REPRESENTATIONAL FEE

a. Payroll Deduction of Fair Share Fee

The Board shall deduct from the pay of staff members who elect not to become or to remain members of TCEA a representational fee for TCEA's representation of such non-members during the term of this Professional Negotiations Agreement.

b. Notification of the Amount of Representational Fee

Notice of the amount of the annual representational fee shall be transmitted by TCEA to the Treasurer of the Board on or about September 15 of each year during the term of the Professional Negotiations Agreement for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Union.

c. Schedule of Representational Fee Deductions

(1) All Representational Fee Payors

Payroll deduction of such annual representational fees shall commence on the first pay date that occurs on or after January 15th annually. In the case of staff members newly hired after the beginning of the school year, the payroll deductions shall commence on the first pay date on or after the later of:

- (a) sixty (60) days of employment in a bargaining unit position or
- (b) January 15th

(2) Termination of Membership During the Membership Year

Upon termination of membership during the membership year the Treasurer of the Board shall, upon notification from TCEA that a member has terminated membership, commence the deduction of the representational fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual representational fee less the amount previously paid through payroll deduction.

The deduction of said amount shall commence on the first pay date occurring on or after forty-five (45) days from the termination of membership.

d. Transmittal of Deductions

The Board agrees to accompany each such transmittal with a list of the names of the staff members for whom all such representational fee deductions were made, the period covered, and the amounts deducted for each.

e. Procedure for Rebate

TCEA represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09 of the Ohio Revised Code, and that a procedure for challenging the amount of the representation fee has been established and will be given to each staff member who does not join TCEA and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and State of Ohio.

f. Entitlement to Rebate

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

8E3 CREDIT UNION

Staff members participating in the credit union shall have their authorized deductions made from each paycheck. Changes in the amount deducted shall be made in accordance with the rules and regulations of the credit union.

8E4 UNITED WAY FUND

Authorized deductions shall begin with the first paycheck in November and be equally distributed over the next ten pays. Deduction will not be available for less than \$1.00 per pay.

8E5 POLITICAL CONTRIBUTIONS

Pursuant to Section 3313.262, Ohio Revised Code, the Board will deduct from the salaries of staff members such amounts for political organizations and parties and or nonpartisan issues as the staff member, by written authorization, may demand. Such written authorization must be on a form different from the dues authorization form.

8E6 TAX SHELTERED ANNUITIES

Tax sheltered annuity deductions, both 403 (b) and 457 plans, may be authorized and any staff member who works twenty (20) hours or more per week is eligible to participate. The amount to be deducted may be changed in accordance with IRS regulations. Cancellation of deductions may occur at any time. There must be at least three (3) participants in order to set up a new 403 (b) annuity for payroll deduction, and a new annuity deduction shall not be added if the total number of 403 (b) companies will exceed fifteen (15). The Treasurer's office shall provide a complete list of active 403 (b) companies to all staff members in September and shall send out notification of company deletions and additions as they occur. The Board will also offer a 457 plan and the Ohio Deferred Compensation plan if any teacher elects to enroll. All payments to 403(b) and 457 plans must be made in accordance with all IRS guidelines.

8E7 PAYROLL DEDUCTION OF TUITION

Deductions for out-of-district tuition payments will be deducted over eight equal installments beginning with the first payroll in September.

8F MILEAGE

When the distance between school buildings is such that transportation by means of automobile is necessary, those staff members whose duties require traveling between school buildings and who drive personal automobiles, shall be reimbursed at the rate allowable by the IRS effective on January 1. Other prior approved travel related to school business and by means of personal automobile shall also be reimbursed at the same rate.

8G TAX SHELTER STRS

8G1 TAX SHELTER OF STRS CONTRIBUTIONS

The STRS contribution, which has heretofore been paid by the staff member directly to STRS, will now be paid on behalf of the staff member by the Board, producing a tax shelter of the staff member's contribution. The Board of Education will pick up 0.75% of the employee's share of STRS paid by the Board.

8G2 PICKUP OF RETIREMENT CONTRIBUTION

- a. Consistent with the provisions of Internal Revenue Service Rulings 77-462, 81-35, and 81-36, the Board shall pick up each staff member's mandatory contributions to the State Teachers Retirement System of Ohio (STRS) which is not covered by Section 8.G1, provided that no staff member's total salary is increased by such pick up nor is the Board's total contribution to STRS increased thereby.
- b. The dollar amount to be designated as "picked up" by the Board:
 - (1) shall equal the then-current percentage amount of the staff member's mandatory STRS contribution;
 - (2) shall be credited by STRS as employee contributions under authority of Ohio Attorney General Opinion 82-097;
 - (3) shall be included in computing final average salary;
 - (4) shall not be reported by the Board as subject to current federal and state income taxes;
 - (5) shall be reported by the Board as subject to city income taxes.
- c. Each staff member will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pick up" in combination with other tax deferred compensation plans.
- d. If the "pick up" provisions are nullified by subsequent Internal Revenue Service Rulings, this provision of the Agreement shall be declared null and void.

8G3 PAYROLL DEDUCTION FOR PURCHASE OF RETIREMENT CREDIT

- a. Any staff member who elects to purchase eligible retirement credit pursuant to §3307.32 or §3307.33, Ohio Revised Code, shall notify the Treasurer in writing and provide approval of the purchase from the State Teachers' Retirement System (herein after referred to as "STRS", the amount to be deducted from his pay each month, the length of time such deduction shall be made and whether the deduction is pre or post tax. Such deduction shall be made each month and remitted to the STRS by the Treasurer.
- b. The staff member may elect to have the deduction from his income after the withholding of federal and state income taxes or subject to the limitations of subsection 8G2c of this section prior to the withholding of federal and state income taxes.
- c. It is understood that, once begun, pretax deductions are irrevocable and may not be terminated or modified until the purchase is complete or the staff member is no longer employed by the Troy City School District, except as permitted by federal regulations due to unforeseen circumstances or financial hardship. A deduction requested to be on a pretax basis will remain as pretax so long as this is permitted by federal and state law so that income taxes will be deferred upon the amount of the deduction.

8H SEVERANCE PAY

8H1 ELIGIBILITY

A staff member leaving the employment of the Troy City School District shall be eligible for severance pay effective the last day of employment, provided the staff member meets the following eligibility requirements:

- a. Five or more years of service in the Troy City School District, if employed after August 1, 1981
- b. Completed application for retirement approved by the State Teachers' Retirement System
- c. Completed application for severance pay and filed with the Board Treasurer no later than 90 days after the last day of employment.

8H2 PAYMENT OF SEVERANCE PAY

Payment shall be made within nine months after request. The staff member shall designate on application within which month payment is desired and in no case will severance pay be made while the staff member is still receiving regular paychecks.

The formula for payment shall be 25% of the accrued sick leave days, not to exceed a total of 50 days' severance pay. Such payment shall be calculated by multiplying the base daily rate, excluding supplemental pay, of the staff member's pay by the total number of days, or fractional parts thereof, as determined by the formula. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the staff member at that time.

If a staff member eligible for severance pay dies, severance pay will be made to the staff member's estate, as though the staff member had left employment, in accordance with the above formula. Such staff member need not have applied for severance pay before his death for this benefit to be paid to his estate.

8I RESIGNATION INCENTIVE

The Board will pay a resignation incentive of 50% of the staff member's annual base salary for the current school year to those staff members who resign as of June 30th, in the first year in which they are eligible to retire under any of the STRS plans. If the staff member is resigning from the Troy City schools, and exercising the Resignation Incentive Plan, service credit must be verified through STRS. For the purpose of this section only, the expressions "first year of eligibility" and "first year in which they are eligible" shall not require a staff member with less than thirty years of service in STRS to resign in order to be eligible for the incentive.

The resignation incentive will be paid after July 1, but within nine (9) months of the date of resignation, on the payroll date specified by the staff member. Staff members must notify the Board in writing of their intent to resign by March 1st in order to receive this incentive whether or not they actually retire under STRS.

All staff members who resign in their first year of eligibility (as per STRS guidelines for retirement) will receive a severance payment of 25% of accumulated sick leave days up to 250 days for a maximum of 62.5 days. This severance is in lieu of Section 8H2: Payment of Severance Pay. If the staff member is resigning and not retiring under STRS, the balance of his sick leave days can be transferred to another employer at the request of the staff member who is resigning.

All staff members who retire in the first year of eligibility under any STRS plan will receive a payment of \$2,000.00 per year deposited in a Health Savings Account, paid by the Board. These deposits will occur on or before July 15th during the retiree's 2nd, 3rd, 4th, and 5th year after leaving employment of Troy City Schools. At the expiration of the 5th year, all monies will remain in the individual's and/or designee's account.

This provision shall apply only to staff members who give written notice of their intent to resign by no later than March 1, 2014, and actually resign by June 30, 2014.

8J INSURANCE

8J1 HEALTH INSURANCE

The Board shall provide each full-time staff member with the opportunity to participate in a health benefit plan. Each year the Board will conduct an open enrollment. The Board will offer a PPO (Preferred Provider Organization) option. Part time staff members may participate in the Troy City Schools Health Insurance plan by paying 100% of the COBRA Rate.

The PPO options will be subject to the following:

	<u>In Network</u>	<u>Out of Network</u>
Single/Family Deductible	\$100/\$200	\$500/\$1,000
Single Family Maximum Out-of-Pocket Expense (including deductible)	\$350/\$700	\$2,500/\$5,000
Co-Insurance	80%/20%	60%/40%
Office Visits	\$10.00	
Emergency Room	\$ 50.00	
Prescription Drug Card	- 0 - Generic Brand \$10.00 Preferred Brand \$15.00 Non-Preferred Brand	

All other benefits are outlined in the summary plan description (Addendum P), which outlines the staff member's percent of coverage and co-pays not addressed within this Article. Coverage shall not be less than the coverage in effect as of the date of this Agreement.

The staff member's per pay contribution toward the cost of health insurance shall be:

During FY 11, the staff member contribution shall be no more than 4.5% of the Cobra rate for a Single, Employee plus children, Employee plus spouse or Family plan.

During FY 12, the staff member contribution shall be no more than 5.0% of the Cobra rate for a Single, Employee plus children, Employee plus spouse or Family plan.

8J2 WELLNESS INCENTIVE

Staff members who are enrolled in the Troy City Health Benefit Plan and who participate in the annual Health Risk Assessment (HRA) will be eligible for a one-month premium "holiday" during the month of June. After participating in the Health Risk Assessment, staff members may continue to receive this premium "holiday" in June if the results of the HRA improve or stay the same as the previous year. Improvements will be based upon verification from Interactive

Health Solutions who will submit documentation proving participation and maintained or improved health status. Interactive Health Solutions will maintain all confidentiality as required by law.

8J3 INCENTIVE NOT TO TAKE INSURANCE

Full-time staff members who are eligible for family coverage through their spouses plan (and the spouse does not work for Troy City Schools) and who elect not to enroll in the Troy City Schools plan will be eligible for an annual lump sum payment in an amount equal to thirty percent (30%) of the Board's COBRA family rate subject to proof of coverage elsewhere.

Full-time staff members who are eligible for employee+spouse coverage through their spouses plan (and the spouse does not work for Troy City Schools) and who elect not to enroll in the Troy City Schools plan will be eligible for an annual lump sum payment in an amount equal to thirty percent (30%) of the Board's COBRA employee+spouse rate subject to proof of coverage elsewhere.

Full-time staff members who are eligible for employee+spouse coverage (and the spouse does not work for Troy City Schools) and who elect single coverage will be eligible for an annual lump sum payment in an amount equal to thirty percent (30%) of the difference between the Board's COBRA single rate subject to proof of coverage elsewhere.

Full-time staff members who are eligible for family coverage (and the spouse does not work for Troy City Schools) and who elect single coverage will be eligible for an annual lump sum payment in an amount equal to thirty percent (30%) of the difference between the Board's COBRA employee+spouse rate and the Board's COBRA single rate subject to proof of coverage elsewhere.

The lump sum payment shall be made in the last pay in June following the conclusion of the particular contract year, provided the staff member has completed the form to decline coverage for that year. If coverage is dropped for less than twelve months the incentive will be paid in a lump sum in June determined by the number of whole months during the contract year for which coverage was dropped. Those who have not previously enrolled may enroll in insurance coverage based upon changes in family status and other circumstances in accordance with the usual plan terms.

8J4 FLEXIBLE SPENDING ACCOUNT

The Board shall give each staff member the option of having a Flexible Spending Account pursuant to Section 125 of the Internal Revenue Code. Staff members may designate their participation in the monthly cost of insurance coverage into their individual FSA accounts and may designate individually such additional amounts not to exceed the maximum amount allowed by law per month to their FSAs to use for the medical care, child care, and elder care purposes permitted by Section 125. The time frame for submission of claims shall be the maximum allowed by IRC, Section 125. Less than full-time staff members may participate in the FSA option if permissible by law.

8J5 LIFE INSURANCE

The Board shall pay for a term life/accidental death insurance in the amount of \$100,000.

8J6 DENTAL INSURANCE

The Board shall provide a major dental insurance policy under a group plan for each full-time staff member who desires and is eligible. The Board shall pay the total premium cost of either the single or family plan. This plan shall include full coverage for preventative and diagnostic dentistry; a \$25 single deduction and a \$50 family deduction, after which the plan will pay 80% of the reasonable and customary fees charged by a dentist for basic restorative work; a \$1500 calendar year maximum per person (excluding orthodontia); and a 60/40% orthodontics program with a \$2000 per person lifetime maximum.

Base Plan Benefits

<u>Covered Expense</u>	<u>Individual Deductible (Per Calendar Year)</u>	<u>Family Deductible (Per Calendar Year)</u>	<u>Co-insurance Amount</u>
Cl. I	None	None	100%
Cl. II	\$25	\$50	80%
Cl. III	\$25	\$50	60%
Cl. IV	None	None	60%

To encourage early detection of dental disease and to allow all participants a benefit from the plan each year, the deductible is waived and 100% of the Reasonable and Customary charges will be paid for all Class I Services. Calendar Year Maximum (for all Class I, II, & III Expenses) – \$1,500 per person.

Orthodontics Lifetime Maximum (for all Class IV Expenses) – \$2,000 per person.

For further details see the Summary Plan Description in effect 9/8/03.

8J7 HEALTH CARE COVERAGE WHILE ON LEAVE OF ABSENCE

The Board shall continue to carry on payroll records all certificated/licensed staff members whose sick leave accumulation has expired or who are on a disability leave of absence or an approved leave of absence for the purpose of term life/accidental death, hospitalization, surgical, major medical, and dental insurance. The staff member shall make the total payment to the director of Human Resources.

8J8 NOTIFICATION OF CHANGE

The Board will notify the TCEA President and the staff members before a change in insurance carrier or claims administrator takes effect. No such change will be put into effect without first distributing to all staff members new insurance identification cards and new claim forms. Summary plan description booklets shall be distributed as soon as possible. Current contractual coverage shall not be reduced.

8K COST OF CERTIFICATION / LICENSURE

a. The Board will reimburse staff members for the cost of a certificate/license renewal or upgrade as required by their position.

b. The Board will reimburse all costs for background checks that staff members must complete to remain employable by the district in compliance with Ohio law.

8L CLASSROOM STIPEND

Each staff member shall be reimbursed with receipts for classroom supplies up to the amount of five-hundred dollars (\$500 excluding tax) per contract year.

8M NATIONAL BOARD CERTIFICATION STIPEND

The Board shall pay a stipend in the amount of two thousand dollars (\$2,000.00) to staff members who obtain National Board Teacher Certification and upon subsequent renewal of the designation. This payment shall be retroactive to any staff member who has received National Board Certification while in the employment of the Troy City School District. The stipend will be paid in one lump sum not later than June 30, paid separately from their regular pay.

8N MENTOR STIPEND

The Board shall pay a stipend in the amount of one thousand dollars (\$1,000.00) each year to each staff member who serves as a Mentor Teacher.

MEMORANDUM OF UNDERSTANDING
TO THE PROFESSIONAL NEGOTIATIONS AGREEMENT
BETWEEN THE TROY BOARD OF EDUCATION
AND THE TROY CITY EDUCATION ASSOCIATION
FOR THE PERIOD AUGUST 1, 2010 THROUGH JULY 31, 2012

NOW, THEREFORE, be it agreed between the parties as follows:

1. That the Professional Negotiations Agreement between the Troy Board of Education and the Troy City Education Association for the period August 1, 2010 through July 31, 2012 is hereby amended as follows:

A. That the certified base salary schedule for the school year 2010-2011, attached hereto as EXHIBIT A, shall remain in full force and effect for the following school years:

2010-2011
2011-2012
2012-2013
2013-2014

That the salary schedule previously negotiated for the 2011-2012 school year is hereby deleted.

B. That Article 8, Salaries and Matters of Economic Welfare, is hereby amended to add the following:

8A3 SALARY FREEZE

That all staff members shall for the school years 2011-2012, 2012-2013 and 2013-2014 remain at the same experience step on the salary schedule (EXHIBIT A) as they are on for the 2010-2011 school year. Any teacher new to the district and hired to teach beginning with any of the school years listed in the preceding sentence shall be placed at the appropriate salary step in accordance with the provisions of Section 8A2 of the Agreement and shall remain on the assigned step through the 2013-2014 school year. That nothing in this section shall be interpreted to preclude a staff member from moving to a higher salary column based upon acquiring additional education.

If line 6.01 of the five year forecast is positive in 2011-2012, 2012-2013, and/or 2013-2014, each staff member shall receive a lump sum payment of \$500 within 60 days of the fiscal year end. This payment shall be made for each school year listed above when line 6.01 is positive.

8J1 Health Insurance

Delete the last sentence: ~~During FY 12, the staff member contribution shall be no more than 5.0% of the COBRA rate for a single, Employee plus children, Employee plus spouse or Family plan.~~

C. That Article 9, Duration of Agreement, is hereby amended to read as follows:

**ARTICLE 9
DURATION OF AGREEMENT**

This agreement, developed and agreed to by the Troy, Ohio, Board of Education, hereinafter referred to as the "Board," and the Troy City Education Association, hereinafter referred to as the "TCEA," shall be in force from August 1, 2010 through July 31, 2014.

It is agreed that this instrument supersedes those sections in the Policy Manual of the Board and administrative procedures that are in conflict with policies stated herein. It is further agreed that any revision of this agreement shall be in accordance with the negotiation procedures found in Article 1 of this agreement.

2. That in all other respects, the Professional Negotiations Agreement shall remain in full force and effect in accordance with its terms.

Ratification completed by Troy City Education Association:

Michael Rasey, March 28, 2011
Michael Rasey, TCEA President

Jeffrey Stefkó
Jeffrey Stefkó, TCEA Member

Keith Yunker, 28 MAR 11
Keith Yunker, TCEA Member

Lorraine Hent
Lorraine Hent, TCEA Member

Gail Bulach
Gail Bulach, TCEA Member

Kathy McIntosh
Kathy McIntosh, TCEA Member

Leigh Ann Fish
Leigh Ann Fish, TCEA Member

Ratification completed by Troy Board of Education:

Joyce A. Reeves, March 29, 2011
Joyce A. Reeves, Board President

Eric Hayman, March 29, 2011
Eric Hayman, Superintendent

Craig Jones, March 29, 2011
Craig Jones, Treasurer

Marion Stout, March 29, 2011
Marion Stout, Business Manager/Director of HR

2010 ~ 2011

TROY CITY SCHOOLS
 CERTIFIED BASE SALARY SCHEDULES
 (August 1, 2010, through July 31, 2011)

TEACHER

BASE: \$35,558 (1.95% Increase)

PSYCHOLOGIST

BASE: \$63,916

STEP	TEACHER					PSYCHOLOGIST	
	BACH	BACH 1/150	MASTER	MASTER PLUS 15	MASTER PLUS 30		
1	Salary	\$35,558	\$38,403	\$41,247	\$41,958	\$42,670	\$63,916
	Index	1.0000	1.0800	1.1600	1.1800	1.2000	1.0000
2	Salary	\$37,016	\$39,896	\$43,132	\$43,879	\$44,661	\$66,514
	Index	1.0410	1.1220	1.2130	1.2340	1.2560	1.0250
3	Salary	\$38,474	\$41,390	\$45,016	\$45,799	\$46,652	\$67,112
	Index	1.0820	1.1640	1.2660	1.2880	1.3120	1.0500
4	Salary	\$39,932	\$42,883	\$46,901	\$47,719	\$48,643	\$68,710
	Index	1.1230	1.2080	1.3180	1.3420	1.3680	1.0750
6	Salary	\$41,390	\$44,378	\$48,786	\$49,639	\$50,635	\$70,308
	Index	1.1640	1.2480	1.3720	1.3960	1.4240	1.1000
6	Salary	\$42,847	\$45,870	\$50,670	\$51,559	\$52,626	\$71,906
	Index	1.2050	1.2900	1.4250	1.4500	1.4800	1.1250
7	Salary	\$44,305	\$47,363	\$52,556	\$53,479	\$54,617	\$73,503
	Index	1.2460	1.3320	1.4780	1.5040	1.5380	1.1500
8	Salary	\$45,763	\$48,857	\$54,439	\$55,399	\$56,608	\$75,101
	Index	1.2870	1.3740	1.5310	1.5580	1.5920	1.1750
9	Salary	\$47,221	\$50,350	\$56,324	\$57,319	\$58,600	\$76,699
	Index	1.3280	1.4160	1.5840	1.6120	1.6480	1.2000
10	Salary	\$48,679	\$51,844	\$58,208	\$59,240	\$60,591	\$78,297
	Index	1.3690	1.4580	1.6370	1.6660	1.7040	1.2250
11	Salary	\$50,137	\$53,337	\$60,093	\$61,160	\$62,582	\$79,895
	Index	1.4100	1.5000	1.6900	1.7200	1.7600	1.2500
12	Salary	\$51,595	\$54,830	\$61,978	\$63,080	\$64,573	\$81,493
	Index	1.4510	1.5420	1.7430	1.7740	1.8180	1.2750
13	Salary	\$53,053	\$56,324	\$63,862	\$65,000	\$66,565	\$83,091
	Index	1.4920	1.5840	1.7980	1.8280	1.8720	1.3000
14	Salary	\$54,510	\$57,817	\$65,747	\$66,920	\$68,556	\$84,689
	Index	1.5330	1.6260	1.8490	1.8820	1.9280	1.3250
15	Salary	\$55,968	\$59,311	\$67,631	\$68,840	\$70,547	\$86,287
	Index	1.5740	1.6680	1.9020	1.9360	1.9840	1.3500
16	Salary	\$57,426	\$60,804	\$69,516	\$70,760	\$72,538	\$87,886
	Index	1.6150	1.7100	1.9550	1.9900	2.0400	1.3750
20	Salary	\$58,884	\$62,298	\$71,400	\$72,681	\$74,530	\$89,482
	Index	1.6560	1.7520	2.0080	2.0440	2.0960	1.4000
24	Salary	\$60,342	\$63,791	\$73,285	\$74,601	\$76,521	\$91,080
	Index	1.6970	1.7940	2.0610	2.0980	2.1520	1.4250
28	Salary	\$61,800	\$65,284	\$75,170	\$76,521	\$78,512	\$92,678
	Index	1.7380	1.8360	2.1140	2.1520	2.2080	1.4500

Grievance Form

TROY CITY SCHOOL DISTRICT Certified/Licensed Staff

Conference requested by: _____ Date Requested: _____

(Name of grievant(s) or Administrator)

Date of conference: _____

Persons present at conference: _____

STEP II RESPONSE:

Signature: _____ Date: _____

Superintendent's Appeal Step III

Grievant Name: _____ Date Submitted: _____

Received by: _____ Date Received: _____

Signature: _____

Conference requested by: _____ Date Requested: _____

(Name of grievant(s) or Administrator)

Date of conference: _____

Persons present at conference: _____

STEP III RESPONSE:

Signature: _____ Date: _____

Grievance Form

TROY CITY SCHOOL DISTRICT Certified/Licensed Staff

Arbitration Step IV

STEP IV – REQUEST FOR ARBITRATION

Signature of Grievant(s): _____

Date Submitted: _____

Received by: _____ Date Received: _____

Date of Award: _____

COMPLAINT FORM

TROY CITY SCHOOL DISTRICT Certified/Licensed Staff

STEP II: Complaint Form

DATE SUBMITTED: _____ RECEIVED BY: _____
 NAME: _____ POSITION: _____
 SCHOOL: _____ PRINCIPAL: _____

Briefly state the problem, indicating the date complaint occurred: _____

Remedy sought: _____

Signature: _____

Did you discuss this complaint with your immediate supervisor prior to filing this complaint? _____

If so, please give date _____ and name of the person _____ you discussed it with. Date of immediate supervisor's response: _____

STEP II RESPONSE:

DATE: _____ SIGNATURE: _____

COMPLAINT FORM

TROY CITY SCHOOL DISTRICT Certified/Licensed Staff

STEP III: Complaint Form

NAME: _____ DATE: _____

RECEIVED BY: _____ DATE: _____

The disposition of this complaint at Step II has not been satisfactory. I find it necessary to appeal this complaint to Step III for the following reasons:

SIGNED: _____

STEP III RESPONSE:

DATE: _____ SIGNED: _____

STEP IV: Complaint Form - Appeal to Board of Education

Appealed to Board of Education on _____

DATE: _____ SIGNED: _____

RECEIVED BY: _____ DATE: _____

STAFF MEMBER EVALUATIONS

ESSENTIAL TEACHING CRITERIA**DOMAIN A: ORGANIZING CONTENT KNOWLEDGE FOR STUDENT LEARNING**

Knowledge of the content to be taught underlies all aspects of good instruction. Domain A focuses on how teachers use their understanding of students and subject matter to decide on learning goals; to design or select appropriate activities and instructional materials; to sequence instruction in ways that will help students to meet short- and long-term curricular goals; and to design or select informative evaluation strategies. All of these processes, beginning with the learning goals, must be aligned with each other. Because of the diverse needs represented in any class, each of the processes mentioned must be carried out in ways that take into account the variety of knowledge and experiences that students bring to class. Therefore, knowledge of relevant information about the students themselves is an integral part of this domain.

Domain A is concerned with how the teacher thinks about the content to be taught. This thinking is evident in how the teacher organizes instruction for the benefit of his students.

A1: Becoming familiar with relevant aspects of students' background knowledge and experiences

A2: Articulating clear learning goals for the lesson that are appropriate to the students

A3: Demonstrating an understanding of the connections between the content that was learned previously, the current content, and the content that remains to be learned in the future

A4: Creating or selecting teaching methods, learning activities, and instructional materials or other resources that are appropriate to the students and that are aligned with the goals of the lesson

A5: Creating or selecting evaluation strategies that are appropriate for the students and that are aligned with the goals of the lesson

DOMAIN B: CREATING AN ENVIRONMENT FOR STUDENT LEARNING

Domain B relates to the social and emotional components of learning as prerequisites to academic achievement. Thus, most of the criteria in this domain focus on the human interactions in the classroom, on the connections between teachers and students and among students. Domain B addresses issues of fairness and rapport, of helping students to believe that they can learn and can meet challenges, and of establishing and maintaining constructive standards for behavior in the classroom. It also includes the learning environment in the most literal sense – the physical setting in which teaching and learning take place.

A learning environment that provides both emotional and physical safety for students is one in which a broad range of teaching and learning experiences can occur. Teachers must be able to use their knowledge of their students in order to interpret their students' behavior accurately and respond in ways that are appropriate and supportive. When they do so, their interactions with students consistently foster the students' sense of self-esteem. In addition, teachers' efforts to establish a sense of the classroom as a community with clear standards should never be arbitrary; all behavioral standards and teacher-student interactions should be grounded in a sense of respect for students as individuals.

B1: Creating a climate that promotes fairness

B2: Establishing and maintaining rapport with students

B3: Communicating challenging learning expectations to each student

B4: Establishing and maintaining consistent standards of classroom behavior

B5: Making the physical environment as safe and conducive to learning as possible

DOMAIN C: TEACHING FOR STUDENT LEARNING

This domain focuses on the act of teaching and its overall goal, helping students to connect with the content. As used here, content refers to the subject matter of a discipline and may include knowledge, skills, perceptions, and values in any domain: cognitive social, artistic, physical, and so on. Teachers direct students in the process of establishing individual connections with the content, thereby devising a good “fit” for the content within the framework of the students’ knowledge, interests, abilities, cultural backgrounds, and personal backgrounds. At the same time, teachers should help students to move beyond the limits of their current knowledge or understanding. Teachers monitor learning, making certain that students assimilate information accurately and that they understand and can apply what they have learned. Teachers must also be sure that students understand what is expected of them procedurally during the lesson and that class time is used to good purpose.

C1: Making learning goals and instructional procedures clear to students

C2: Making content comprehensible to students

C3: Encouraging students to extend their thinking

C4: Monitoring students’ understanding of content through a variety of means, providing feedback to students to assist learning, and adjusting learning activities as the situation demands

C5: Using instructional time effectively

DOMAIN D: TEACHER PROFESSIONALISM

Teachers must be able to evaluate their own instructional effectiveness in order to plan specific future lessons for particular classes and to improve their teaching over time. They should be able to discuss the degree to which different aspects of a lesson were successful in terms of instructional approaches, student responses, and learning outcomes. Teachers should be able to explain how they will proceed to work toward learning for all students. The professional responsibilities of all teachers, including beginning teachers, also include sharing appropriate information with other professionals and with families in ways that support the learning of diverse student populations.

D1: Reflecting on the extent to which the learning goals were met

D2: Demonstrating a sense of efficacy

D3: Building professional relationships with colleagues to share teaching insights and to coordinate learning activities for students

D4: Communicating with parents or guardians about student learning

THE TROY SCHOOLS
PROFESSIONAL EVALUATION FORM - TEACHER
 1st, 2nd, 3rd, 5th, 10th, etc. YEAR EVALUATION

TEACHER'S NAME _____
 SCHOOL _____
 DATE _____ GRADE LEVEL/SUBJECT _____
 EVALUATION YEAR _____ NO. OF PAGES _____
 SEMESTER 1ST _____ 2ND _____

NEGOTIATED AGREEMENT COMPLETION DATE		DATE COMPLETED	EMPLOYEE INITIALS	ADMIN INITIALS
	Pre-classroom visitation conference			
Process to be completed by December 1 for 1 st semester and April 1, 2 nd semester	The classroom visitation-30 days after conference			
	The analysis and interpretation of collected data			
	The post-classroom visitation conference, and completion of evaluation forms, other domains, and criteria of further focus			

ESSENTIAL TEACHING CRITERIA

Teachers will be evaluated in one or more of the following domains and criteria with an emphasis on the designated and mutually agreed upon criteria:

(Please check the designated criteria)

Domain A: Organizing Content Knowledge for Student Learning

- Becoming familiar with relevant aspects of students' background knowledge and experiences
- Articulating clear learning goals for the lesson that are appropriate to the students
- Demonstrating an understanding of the connections between the content that was learned previously, the current content, and the content that remains to be learned in the future
- Creating or selecting teaching methods, learning activities, and instructional materials or other resources that are appropriate to the students and that are aligned with the goals of the lesson
- Creating or selecting evaluation strategies that are appropriate for the students and that are aligned with the goals of the lesson

Domain B: Creating an Environment for Student Learning

- Creating a climate that promotes fairness
- Establishing and maintaining rapport with students
- Communicating challenging learning expectations to each student
- Establishing and maintaining consistent standards of classroom behavior
- Making the physical environment as safe and conducive to learning as possible

Domain C: Teaching for Student Learning

- Making learning goals and instructional procedures clear to students
- Making content comprehensible to students
- Encouraging students to extend their thinking
- Monitoring students' understanding of content through a variety of means, providing feedback to students to assist learning, and adjusting learning activities as the situation demands
- Using instructional time effectively

Domain D: Teacher Professionalism

- Reflecting on the extent to which the learning goals were met
- Demonstrating a sense of efficacy
- Building professional relationships with colleagues to share teaching insights and to coordinate learning activities for students
- Communicating with parents or guardians about student learning

Based on general and-classroom observation, briefly describe the strengths of this teacher (attach additional sheets, if needed).

Based on general and classroom observation, briefly describe the areas needing improvement, if necessary, the teacher and immediate supervisor will mutually develop a plan of action and the administrator will be responsible for assisting the teacher in obtaining the resources to facilitate improvement [attach additional sheets, if needed].

Staff Member Signature

Immediate Supervisor Signature

Date

Date

- Signing this document does not indicate agreement, only that it has been reviewed and received
- Copies go to staff member, staff member's personnel file, immediate supervisor
- Staff member may attach rebuttal

THE TROY SCHOOLS
PROFESSIONAL EVALUATION FORM - LIBRARIAN
 1st, 2nd, 3rd, 5th, 10th, etc. YEAR EVALUATION

LIBRARIAN'S NAME _____
 SCHOOL _____
 DATE _____ GRADE LEVEL/SUBJECT _____
 EVALUATION YEAR _____ NO. OF PAGES _____
 SEMESTER 1ST _____ 2ND _____

NEGOTIATED AGREEMENT COMPLETION DATE		DATE COMPLETED	EMPLOYEE INITIALS	ADMIN INITIALS
	Pre-classroom visitation conference			
Process to be completed by December 1 for 1 st semester and April 1, 2 nd semester	The classroom visitation-30 days after conference			
	The analysis and interpretation of collected data			
	The post-classroom visitation conference, and completion of evaluation forms, other domains, and criteria of further focus			

ESSENTIAL TEACHING CRITERIA

Teachers will be evaluated in one or more of the following domains and criteria with an emphasis on the designated and mutually agreed upon criteria:

(Please check the designated criteria)

Domain A: Organizing Content Knowledge for Student Learning

- Demonstrating knowledge of content and pedagogy
- Demonstrating knowledge of students
- Selecting instructional goals
- Demonstrating knowledge of resources
- Designing coherent instruction
- Assessing student learning

Domain B: Creating an Environment for Student Learning

- Creating an environment of respect and rapport
- Establishing a culture of learning
- Managing classroom procedures
- Managing student behavior
- Organizing physical space

Domain C: Teaching for Student Learning

- Communicating clearly and accurately
- Using questioning and discussion techniques
- Engaging students in learning
- Providing feedback to students
- Demonstrating flexibility and responsiveness

Domain D: Teacher Professionalism

- Reflecting on teaching
- Acquiring and maintaining instructional resources
- Communicating with families
- Contributing to the school and district
- Growing and developing professionally
- Showing professionalism

Based on general and classroom observation, briefly describe the strengths of this Librarian [attach additional sheets, if needed].

Based on general and classroom observation, briefly describe the areas needing improvement, if necessary, the Librarian and immediate supervisor will mutually develop a plan of action and the administrator will be responsible for assisting the Librarian in obtaining the resources to facilitate improvement [attach additional sheets, if needed].

Staff Member Signature

Immediate Supervisor Signature

Date

Date

- Signing this document does not indicate agreement, only that it has been reviewed and received
- Copies go to staff member, staff member's personnel file, immediate supervisor
- Staff member may attach rebuttal

THE TROY SCHOOLS
PROFESSIONAL EVALUATION FORM-SCHOOL COUNSELOR
 1st, 2nd, 3rd, 5th, 10th, etc. YEAR EVALUATION

ADDENDUM F

Page 1 of 2

COUNSELOR'S NAME _____
 SCHOOL _____
 DATE _____ GRADE LEVEL/SUBJECT _____
 EVALUATION YEAR _____ NO. OF PAGES _____
 SEMESTER 1ST _____ 2ND _____

NEGOTIATED AGREEMENT COMPLETION DATE		DATE COMPLETED	EMPLOYEE INITIALS	ADMIN INITIALS
	Pre-classroom visitation conference			
Process to be completed by December 1 for 1 st semester and April 1, 2 nd semester	The classroom visitation-30 days after conference			
	The analysis and interpretation of collected data			
	The post-classroom visitation conference, and completion of evaluation forms, other domains, and criteria of further focus			

ESSENTIAL TEACHING CRITERIA

Counselors will be evaluated in one or more of the following domains and criteria with an emphasis on the designated and mutually agreed upon criteria:

(Please check the designated criteria)

Domain A: Organizing Content Knowledge for Student Learning

- Demonstrating knowledge of content and pedagogy
- Demonstrating knowledge of students
- Selecting instructional goals
- Demonstrating knowledge of resources
- Designing coherent instruction
- Assessing student learning

Domain B: Creating an Environment for Student Learning

- Creating an environment of respect and rapport
- Establishing a culture of learning
- Managing classroom procedures
- Managing student behavior
- Organizing physical space

Domain C: Teaching for Student Learning

- Communicating clearly and accurately
- Using questioning and discussion techniques
- Engaging students in learning
- Providing feedback to students
- Demonstrating flexibility and responsiveness

Domain D: Teacher Professionalism

- Reflecting on counseling
- Maintaining accurate records
- Communicating with families
- Contributing to the school and district
- Growing and developing professionally
- Showing professionalism

Based on general and classroom observation, briefly describe the strengths of this counselor [attach additional sheets, if needed].

Based on general and classroom observation, briefly describe the areas needing improvement, if necessary, the teacher and immediate supervisor will mutually develop a plan of action and the administrator will be responsible for assisting the teacher in obtaining the resources to facilitate improvement [attach additional sheets, if needed].

Staff Member Signature

Immediate Supervisor Signature

Date

Date

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- Staff member may attach rebuttal

THE TROY SCHOOLS
 PROFESSIONAL EVALUATION FORM-SCHOOL NURSE
 1st, 2nd, 3rd, 5th, 10th, etc. YEAR EVALUATION

SCHOOL NURSE'S NAME _____
 SCHOOL _____
 DATE _____ GRADE LEVEL/SUBJECT _____
 EVALUATION YEAR _____ NO. OF PAGES _____
 SEMESTER 1ST _____ 2ND _____

NEGOTIATED AGREEMENT COMPLETION DATE	DATE COMPLETED	EMPLOYEE INITIALS	ADMIN INITIALS
	Pre-classroom visitation conference		
Process to be completed by December 1 for 1 st semester and April 1, 2 nd semester	The classroom visitation-30 days after conference		
	The analysis and interpretation of collected data		
	The post-classroom visitation conference, and completion of evaluation forms, other domains, and criteria of further focus		

ESSENTIAL TEACHING CRITERIA

Teachers will be evaluated in one or more of the following domains and criteria with an emphasis on the designated and mutually agreed upon criteria:

(Please check the designated criteria)

Domain A: Organizing Content Knowledge for Student Learning

- Demonstrating knowledge of content
- Demonstrating knowledge of students
- Demonstrating knowledge of safe medical practices
- Demonstrating knowledge of resources

Domain B: Creating an Environment for Student Learning

- Creating an environment of respect and rapport
- Developing appropriate health care plans
- Monitoring performance of health care procedures
- Training staff in health care procedures
- Organizing physical space

Domain C: Teaching for Student Learning

- Communicating clearly and accurately
- Developing sound health policies
- Conducting appropriate health screenings
- Providing appropriate referrals and follow-up
- Demonstrating flexibility and responsiveness

Domain D: Teacher Professionalism

- Reflecting on nursing
- Maintaining accurate records
- Communicating with families
- Contributing to the school and district
- Growing and developing professionally
- Showing professionalism

Based on general and classroom observation, briefly describe the strengths of this staff member [attach additional sheets, if needed].

Based on general and classroom observation, briefly describe the areas needing improvement, if necessary, the staff member and immediate supervisor will mutually develop a plan of action and the administrator will be responsible for assisting the teacher in obtaining the resources to facilitate improvement [attach additional sheets, if needed].

Staff Member Signature

Immediate Supervisor Signature

Date

Date

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- Staff member may attach rebuttal

THE TROY SCHOOLS
PROFESSIONAL EVALUATION FORM-PSYCHOLOGIST
 1st, 2nd, 3rd, 5th, 10th, etc. YEAR APPRAISAL

ADDENDUM H
 Page 1 of 2

PSYCHOLOGIST'S NAME _____
 SCHOOL _____
 DATE _____ GRADE LEVEL/SUBJECT _____
 EVALUATION YEAR _____ NO. OF PAGES _____
 SEMESTER 1ST _____ 2ND _____

NEGOTIATED AGREEMENT COMPLETION DATE	DATE COMPLETED	EMPLOYEE INITIALS	ADMIN INITIALS
	Pre-classroom visitation conference		
Process to be completed by December 1 for 1 st semester and April 1, 2 nd semester	The classroom visitation-30days after conference		
	The analysis and interpretation of collected data		
	The post-classroom visitation conference, and completion of evaluation forms, other domains, and criteria of further focus		

ESSENTIAL TEACHING CRITERIA

Teachers will be evaluated in one or more of the following domains and criteria with an emphasis on the designated and mutually agreed upon criteria:

(Please check the designated criteria)

Domain A: Organizing Content Knowledge for Student Learning

- Demonstrating knowledge of content
- Demonstrating knowledge of students
- Demonstrating knowledge of safe medical practices
- Demonstrating knowledge of resources

Domain B: Creating an Environment for Student Learning

- Creating an environment of respect and rapport
- Developing appropriate health care plans
- Monitoring performance of health care procedures
- Training staff in health care procedures
- Organizing physical space

Domain C: Teaching for Student Learning

- Communicating clearly and accurately
- Developing sound health policies
- Conducting appropriate health screenings
- Providing appropriate referrals and follow-up
- Demonstrating flexibility and responsiveness

Domain D: Teacher Professionalism

- Reflecting on nursing
- Maintaining accurate records
- Communicating with families
- Contributing to the school and district
- Growing and developing professionally
- Showing professionalism

Based on general and classroom observation, briefly describe the strengths of this teacher [attach additional sheets, if needed].

Based on general and classroom observation, briefly describe the areas needing improvement, if necessary, the staff member and immediate supervisor will mutually develop a plan of action and the administrator will be responsible for assisting the teacher in obtaining the resources to facilitate improvement [attach additional sheets, if needed].

Staff Member Signature

Staff Member Signature

Date

Date

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- Staff member may attach rebuttal

**THE TROY SCHOOLS
PROFESSIONAL EVALUATION
INFORMAL EVALUATION FORM
4th, 6th, 7th, 8th, 9th, 11th, 12th, 13th, 14th, 16th, etc. YEAR APPRAISAL**

TEACHER'S NAME _____

SCHOOL _____ APPRAISAL YEAR _____

SCHOOL YEAR _____ GRADE LEVEL/SUBJECT _____

Based upon general observation throughout the school year, please evaluate the teacher's performance in each domain. If the domain is marked as Needs Improvement, a written explanation must be provided.

O = Outstanding N = Needs Improvement
S = Satisfactory NA = No opportunity to observe

ESSENTIAL TEACHING CRITERIA

Domain A: Organizing Content Knowledge for Student Learning				
A1: Becoming familiar with relevant aspects of students' background knowledge and experiences	O	S	N	NA
A2: Articulating clear learning goals for the lesson that are appropriate to the students	O	S	N	NA
A3: Demonstrating an understanding of the connections between the content that was learned previously, the current content, and the content that remains to be learned in the future	O	S	N	NA
A4: Creating or selecting teaching methods, learning activities, and instructional materials or other resources that are appropriate to the students and that are aligned with the goals of the lesson	O	S	N	NA
A5: Creating or selecting evaluation strategies that are appropriate for the students and that are aligned with the goals of the lesson	O	S	N	NA

Domain B: Creating an Environment for Student Learning				
B1: Creating a climate that promotes fairness	O	S	N	NA
B2: Establishing and maintaining rapport with students	O	S	N	NA
B3: Communicating challenging learning expectations to each student	O	S	N	NA
B4: Establishing and maintaining consistent standards of classroom behavior	O	S	N	NA
B5: Making the physical environment as safe and conducive to learning as possible	O	S	N	NA

Domain C: Teaching for Student Learning				
C1: Making learning goals and instructional procedures clear to students	O	S	N	NA
C2: Making content comprehensible to students	O	S	N	NA
C3: Encouraging students to extend their thinking	O	S	N	NA
C4: Monitoring students' understanding of content through a variety of means, providing feedback to students to assist learning, and adjusting learning activities as the situation demands	O	S	N	NA
C5: Using instructional time effectively	O	S	N	NA

Domain D: Teacher Professionalism				
D1: Reflecting on the extent to which the learning goals were met	O	S	N	NA
D2: Demonstrating a sense of efficacy	O	S	N	NA
D3: Building professional relationships with colleagues to share teaching insights and to coordinate learning activities for students	O	S	N	NA
D4: Communicating with parents or guardians about student learning	O	S	N	NA

Comments: _____

Teacher's Signature _____

Evaluator's Signature _____

Date _____

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Date _____

> Signing this document does not indicate agreement, only that it has been reviewed and received
 > Copies going to teacher, teacher's file, building administration, and supervisor

THE TROY SCHOOLS
PROFESSIONAL EVALUATION - COUNSELOR
INFORMAL EVALUATION FORM
4th, 6th, 7th, 8th, 9th, 11th, 12th, 13th, 14th, 16th, etc. YEAR APPRAISAL

TEACHER'S NAME _____

SCHOOL _____ APPRAISAL YEAR _____

SCHOOL YEAR _____ GRADE LEVEL/SUBJECT _____

Based upon general observation throughout the school year, please evaluate the teacher's performance in each domain. If the domain is marked as Needs Improvement, a written explanation must be provided.

O = Outstanding N = Needs Improvement
 S = Satisfactory NA = No opportunity to observe

ESSENTIAL TEACHING CRITERIA

Domain A: Organizing Content Knowledge for Student Learning				
A1: Demonstrating knowledge of content and pedagogy	O	S	N	NA
A2: Demonstrating knowledge of students	O	S	N	NA
A3: Selecting instructional goals	O	S	N	NA
A4: Demonstrating knowledge of resources	O	S	N	NA
A5: Designing coherent instruction	O	S	N	NA
A6: Assessing student learning	O	S	N	NA

Domain B: Creating an Environment for Student Learning				
B1: Creating an environment of respect and rapport	O	S	N	NA
B2: Establishing a culture of learning	O	S	N	NA
B3: Managing classroom procedures	O	S	N	NA
B4: Managing student behavior	O	S	N	NA
B5: Organizing physical space	O	S	N	NA

Domain C: Teaching for Student Learning				
C1: Communicating clearly and accurately	O	S	N	NA
C2: Using questioning and discussion techniques	O	S	N	NA
C3: Engaging students in learning	O	S	N	NA
C4: Providing feedback to students	O	S	N	NA
C5: Demonstrating flexibility and responsiveness	O	S	N	NA

Domain D: Teacher Professionalism				
D1: Reflecting on counseling	O	S	N	NA
D2: Maintaining accurate records	O	S	N	NA
D3: Communicating with families	O	S	N	NA
D4: Contributing to the school and district	O	S	N	NA
D5: Growing and developing professionally	O	S	N	NA
D6: Showing professionalism	O	S	N	NA

Comments: _____

Teacher Signature _____

Evaluator's Signature _____

Date _____

Date _____

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THE TROY SCHOOLS
PROFESSIONAL EVALUATION - LIBRARIAN
INFORMAL EVALUATION FORM
4th, 6th, 7th, 8th, 9th, 11th, 12th, 13th, 14th, 16th, etc. YEAR APPRAISAL

TEACHER'S NAME _____

SCHOOL _____ APPRAISAL YEAR _____

SCHOOL YEAR _____ GRADE LEVEL/SUBJECT _____

Based upon general observation throughout the school year, please evaluate the teacher's performance in each domain. If the domain is marked as Needs Improvement, a written explanation must be provided.

O = Outstanding N = Needs Improvement
 S = Satisfactory NA = No opportunity to observe

ESSENTIAL TEACHING CRITERIA

Domain A: Organizing Content Knowledge for Student Learning				
A1: Demonstrating knowledge of content and pedagogy	O	S	N	NA
A2: Demonstrating knowledge of students	O	S	N	NA
A3: Selecting instructional goals	O	S	N	NA
A4: Demonstrating knowledge of resources	O	S	N	NA
A5: Designing coherent instruction	O	S	N	NA
A6: Assessing student learning	O	S	N	NA

Domain B: Creating an Environment for Student Learning				
B1: Creating an environment of respect and rapport	O	S	N	NA
B2: Establishing a culture of learning	O	S	N	NA
B3: Managing classroom procedures	O	S	N	NA
B4: Managing student behavior	O	S	N	NA
B5: Organizing physical space	O	S	N	NA

Domain C: Teaching for Student Learning				
C1: Communicating clearly and accurately	O	S	N	NA
C2: Using questioning and discussion techniques	O	S	N	NA
C3: Engaging students in learning	O	S	N	NA
C4: Providing feedback to students	O	S	N	NA
C5: Demonstrating flexibility and responsiveness	O	S	N	NA

Domain D: Teacher Professionalism				
D1: Reflecting on teaching	O	S	N	NA
D2: Acquiring and maintaining instructional resources	O	S	N	NA
D3: Communicating with families	O	S	N	NA
D4: Contributing to the school and district	O	S	N	NA
D5: Growing and developing professionally	O	S	N	NA
D6: Showing professionalism	O	S	N	NA

Comments: _____

Teacher Signature _____

Evaluator's Signature _____

Date _____

Date _____

**THE TROY SCHOOLS
PROFESSIONAL EVALUATION - NURSE
INFORMAL EVALUATION FORM**

4th, 6th, 7th, 8th, 9th, 11th, 12th, 13th, 14th, 16th, etc. YEAR APPRAISAL

TEACHER'S NAME _____

SCHOOL _____ APPRAISAL YEAR _____

SCHOOL YEAR _____ GRADE LEVEL/SUBJECT _____

Based upon general observation throughout the school year, please evaluate the teacher's performance in each domain. If the domain is marked as Needs Improvement, a written explanation must be provided.

O = Outstanding N = Needs Improvement
S = Satisfactory NA = No opportunity to observe

ESSENTIAL TEACHING CRITERIA

Domain A: Organizing Content Knowledge for Student Learning				
A1: Demonstrating knowledge of content	O	S	N	NA
A2: Demonstrating knowledge of students	O	S	N	NA
A3: Demonstrating knowledge of safe medical practices	O	S	N	NA
A4: Demonstrating knowledge of resources	O	S	N	NA

Domain B: Creating an Environment for Student Learning				
B1: Creating an environment of respect and rapport	O	S	N	NA
B2: Developing appropriate health care plans	O	S	N	NA
B3: Monitoring performance of health care procedures	O	S	N	NA
B4: Training staff in health care procedures	O	S	N	NA
B5: Organizing physical space	O	S	N	NA

Domain C: Teaching for Student Learning				
C1: Communicating clearly and accurately	O	S	N	NA
C2: Developing sound health policies	O	S	N	NA
C3: Conducting appropriate health screenings	O	S	N	NA
C4: Providing appropriate referrals and follow-up	O	S	N	NA
C5: Demonstrating flexibility and responsiveness	O	S	N	NA

Domain D: Teacher Professionalism				
D1: Reflecting on nursing	O	S	N	NA
D2: Maintaining accurate records	O	S	N	NA
D3: Communicating with families	O	S	N	NA
D4: Contributing to the school and district	O	S	N	NA
D5: Growing and developing professionally	O	S	N	NA
D6: Showing professionalism	O	S	N	NA

Comments: _____

Teacher Signature _____

Evaluator's Signature _____

Date _____

Date _____

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- > Teacher may attach rebuttal

Addendum R

SALARY SCHEDULES
(August 1, 2010 through July 31, 2011)

TEACHER

PSYCHOLOGIST

BASE: \$35,558 (1.95% Increase)

\$63,916

STEP	BACH	BACH 1/150	MASTER	MASTER PLUS 85	MASTER PLUS 90	
1 Salary	\$35,558	\$38,403	\$41,247	\$41,958	\$42,670	\$63,916
Index	1.0000	1.0800	1.1600	1.1800	1.2000	1.0000
2 Salary	\$37,016	\$39,896	\$43,132	\$43,879	\$44,661	\$65,514
Index	1.0410	1.1220	1.2130	1.2340	1.2560	1.0250
3 Salary	\$38,474	\$41,390	\$45,016	\$45,799	\$46,652	\$67,112
Index	1.0820	1.1640	1.2660	1.2880	1.3120	1.0500
4 Salary	\$39,932	\$42,883	\$46,901	\$47,719	\$48,643	\$68,710
Index	1.1230	1.2060	1.3190	1.3420	1.3680	1.0750
5 Salary	\$41,390	\$44,376	\$48,786	\$49,639	\$50,635	\$70,308
Index	1.1640	1.2480	1.3720	1.3960	1.4240	1.1000
6 Salary	\$42,847	\$45,870	\$50,670	\$51,559	\$52,626	\$71,906
Index	1.2050	1.2900	1.4250	1.4500	1.4800	1.1250
7 Salary	\$44,305	\$47,363	\$52,555	\$53,479	\$54,617	\$73,503
Index	1.2460	1.3320	1.4780	1.5040	1.5360	1.1500
8 Salary	\$45,763	\$48,857	\$54,439	\$55,399	\$56,608	\$75,101
Index	1.2870	1.3740	1.5310	1.5580	1.5920	1.1750
9 Salary	\$47,221	\$50,350	\$56,324	\$57,319	\$58,600	\$76,699
Index	1.3280	1.4160	1.5840	1.6120	1.6480	1.2000
10 Salary	\$48,679	\$51,844	\$58,208	\$59,240	\$60,591	\$78,297
Index	1.3690	1.4580	1.6370	1.6660	1.7040	1.2250
11 Salary	\$50,137	\$53,337	\$60,093	\$61,160	\$62,582	\$79,895
Index	1.4100	1.5000	1.6900	1.7200	1.7600	1.2500
12 Salary	\$51,595	\$54,830	\$61,879	\$63,080	\$64,573	\$81,493
Index	1.4510	1.5420	1.7430	1.7740	1.8160	1.2750
13 Salary	\$53,053	\$56,324	\$63,862	\$65,000	\$66,565	\$83,091
Index	1.4920	1.5840	1.7960	1.8280	1.8720	1.3000
14 Salary	\$54,510	\$57,817	\$65,747	\$66,920	\$68,556	\$84,689
Index	1.5330	1.6260	1.8490	1.8820	1.9280	1.3250
15 Salary	\$55,968	\$59,311	\$67,631	\$68,840	\$70,547	\$86,287
Index	1.5740	1.6680	1.9020	1.9360	1.9840	1.3500
16 Salary	\$57,426	\$60,804	\$69,516	\$70,760	\$72,538	\$87,885
Index	1.6150	1.7100	1.9550	1.9900	2.0400	1.3750
20 Salary	\$58,884	\$62,298	\$71,400	\$72,681	\$74,530	\$89,482
Index	1.6560	1.7520	2.0080	2.0440	2.0960	1.4000
24 Salary	\$60,342	\$63,791	\$73,285	\$74,601	\$76,521	\$91,080
Index	1.6970	1.7940	2.0610	2.0980	2.1520	1.4250
28 Salary	\$61,800	\$65,284	\$75,170	\$76,521	\$78,512	\$92,678
Index	1.7380	1.8360	2.1140	2.1520	2.2080	1.4500

Troy City Schools - Supplemental Salaries

8/1/10 thru 7/31/11

Base Rate:	Base Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
35558	%	1.00	1.05	1.10	1.15	1.20	1.25

Advisors - Clubs	3.50%	1,245	1,307	1,369	1,431	1,493	1,556
Senior Class Adv	7.50%	2,667	2,800	2,934	3,067	3,200	3,334
Junior Class Adv	7.50%	2,667	2,800	2,934	3,067	3,200	3,334
HS Student Government Adv	7.50%	2,667	2,800	2,934	3,067	3,200	3,334
Debate Coach	10.00%	3,556	3,734	3,911	4,089	4,267	4,445
HS Stage Mgr	7.00%	2,489	2,614	2,738	2,862	2,987	3,111
HS Dramatics	12.50%	4,445	4,667	4,889	5,111	5,334	5,556
JH Dramatics	4.00%	1,422	1,493	1,565	1,636	1,707	1,778
Asst JH Dramatics	3.00%	1,067	1,120	1,173	1,227	1,280	1,333
HS Yearbook Adv	5.00%	1,778	1,867	1,956	2,045	2,133	2,222
JH Yearbook Adv	3.50%	1,245	1,307	1,369	1,431	1,493	1,556
Dir of Vocal Music	10.00%	3,556	3,734	3,911	4,089	4,267	4,445
Dir of Orchestra	5.00%	1,778	1,867	1,956	2,045	2,133	2,222
Dir of Bands	15.00%	5,334	5,600	5,867	6,134	6,400	6,667
Associate Dir of Bands	13.00%	4,623	4,854	5,085	5,316	5,547	5,778
Asst Dir of Bands	13.00%	3,556	3,734	3,911	4,089	4,267	4,445
Asst Marching Band Dir	5.00%	1,778	1,867	1,956	2,045	2,133	2,222
Musical: Dir of Music	6.50%	2,311	2,427	2,542	2,658	2,774	2,889
Musical: Dir of Drama	6.50%	2,311	2,427	2,542	2,658	2,774	2,889
Musical: Orchestra Dir	3.00%	1,067	1,120	1,173	1,227	1,280	1,333
Flag Corps Adv	5.00%	1,778	1,867	1,956	2,045	2,133	2,222
Summer Strings Adv	3.00%	1,067	1,120	1,173	1,227	1,280	1,333
Electronic Maint Supvr	5.00%	1,778	1,867	1,956	2,045	2,133	2,222
Washington DC Trip Coord	3.50%	1,245	1,307	1,369	1,431	1,493	1,556

Dept Heads (min 4 staff members) - if not 4 members then there is no extra planning period or extended days

# Staff Mbrs							
4	6.50%	2,311	2,427	2,542	2,658	2,774	2,889
5	6.80%	2,418	2,539	2,660	2,781	2,902	3,022
6	7.10%	2,525	2,651	2,777	2,903	3,030	3,156
7	7.40%	2,631	2,763	2,894	3,026	3,158	3,289
8	7.70%	2,738	2,875	3,012	3,149	3,286	3,422
9	8.00%	2,845	2,987	3,129	3,271	3,414	3,556
10	8.30%	2,951	3,099	3,246	3,394	3,542	3,689
11	8.60%	3,058	3,211	3,364	3,517	3,670	3,822
12	8.90%	3,165	3,323	3,481	3,639	3,798	3,956
13	9.20%	3,271	3,435	3,598	3,762	3,926	4,089

Summer School: Paid an hourly rate, based on the Teacher's position on the salary schedule. [Teachers from outside the district cannot go beyond Step 10.] Teachers from within the district will be given first choice for these positions.

Tutor:	.00067 x base / per hr
Homework Helper:	.00067 x base / per hr
Future Begins Today:	.00067 x base / per hr
Dir of Bands:	10 days extended time
Associate Dir of Bands:	10 days extended time
Asst Dir of Bands:	5 days extended time
Nurses:	6 days extended time

Saturday School; Instructor-Computer Workshops for T3; and Sat Lab Facilitator:		
Paid hourly rate based on BA Minimum		
Salary Schedule [Step ration x BA Minimum]:		
Step 1	Step 2	Step 3
0.0008	0.00087	0.00094
\$23.82	28.45	30.94
	33.42	

**Troy City Schools
Supplemental Salaries
8/1/10 to - 7/31/11**

Base: \$35,558.00	Base Rate %	Step 1 1.00	Step 2 1.05	Step 3 1.10	Step 4 1.15	Step 5 1.20	Step 6 1.25
Category #0 Athletic Trainer	21.00%	7,467	7,841	8,214	8,587	8,961	9,334
Category #1 Hd Var Football Hd Var Basketball Hd Var Wrestling Strength Coord	17.00%	6,045	6,347	6,650	6,952	7,254	7,556
Category #2 Hd Var Soccer Hd Var Volleyball Hd Var Gymnastics Hd Var Baseball Hd Var Softball Hd Var Track	12.00%	4,267	4,480	4,694	4,907	5,120	5,334
Category #3 Asst Var /Jr Var Football Asst Var/Jr Var Basketball Asst Var Wrestling	11.00%	3,911	4,107	4,303	4,498	4,694	4,889
Category #4 Hd Var Bowling Hd Var Cross Country Hd Var Golf Hd Var Tennis Hd Swimming Hd Hockey JH Athletic Dir	10.50%	3,734	3,920	4,107	4,294	4,480	4,667
Category #5 Hd Freshman Football Hd Freshman Basketball	10.00%	3,556	3,734	3,911	4,089	4,267	4,445
Category #6 Hd JH Football Hd JH Basketball Hd JH Wrestling	9.50%	3,378	3,647	3,716	3,885	4,054	4,223
Category #7 Jr Var Soccer Jr Var Volleyball Jr Var Gymnastics Jr Var Baseball Jr Var Softball Asst Var Track Hd Freshman Baseball	9.00%	3,200	3,360	3,520	3,680	3,840	4,000

Category #8 8.00% Asst Var Cross Country Asst Var Hockey Asst Var Swimming Asst Freshman Football Jr Var Bowling Jr Var Golf Jr Var Tennis Hd JH Volleyball Hd JH Track Hd Freshman Volleyball	2,845	2,987	3,129	3,271	3,414	3,556
Category #9 7.50% Head Cheerleader Advisor	2,667	2,800	2,934	3,067	3,200	3,334
Category #10 7.00% HS Ftbll (Var & Freshman) Cheerleader Adv HS Soccer Cheerleader Advisor HS Bsktball (Var & Jr Var) Cheerleader Adv	2,489	2,614	2,738	2,862	2,987	3,111
Category #11 6.50% Hd Freshman Soccer Asst JH Football Asst JH Wrestling Asst JH Track Freshman Bsktball Cheerleader Adv	2,311	2,427	2,542	2,658	2,774	2,889
Category #12 5.00% Athletic Site Manager 7th & 8th Gr Ftbll Cheerleader Adv 7th & 8th Gr Bsktball Cheerleader Adv	1,778	1,867	1,956	2,045	2,133	2,222

SALARY SCHEDULES
(August 1, 2011 through July 31, 2012)

TEACHER
BASE: \$36,251

PSYCHOLOGIST
\$65,162

STEP	BACH	BACH 1/150	MASTER	MASTER PLUS 15	MASTER PLUS 30	
1 Salary Index	\$36,251 1.0000	\$39,151 1.0800	\$42,051 1.1600	\$42,776 1.1800	\$43,501 1.2000	\$65,162 1.0000
2 Salary Index	\$37,737 1.0410	\$40,674 1.1220	\$43,972 1.2130	\$44,734 1.2340	\$45,531 1.2560	\$66,791 1.0250
3 Salary Index	\$39,224 1.0820	\$42,196 1.1640	\$45,894 1.2660	\$46,691 1.2880	\$47,561 1.3120	\$68,420 1.0500
4 Salary Index	\$40,710 1.1230	\$43,719 1.2060	\$47,815 1.3190	\$48,649 1.3420	\$49,591 1.3680	\$70,049 1.0750
5 Salary Index	\$42,196 1.1640	\$45,241 1.2480	\$49,736 1.3720	\$50,606 1.3960	\$51,621 1.4240	\$71,678 1.1000
6 Salary Index	\$43,682 1.2050	\$46,764 1.2900	\$51,658 1.4250	\$52,564 1.4500	\$53,651 1.4800	\$73,307 1.1250
7 Salary Index	\$45,169 1.2460	\$48,286 1.3320	\$53,579 1.4780	\$54,522 1.5040	\$55,682 1.5360	\$74,936 1.1500
8 Salary Index	\$46,655 1.2870	\$49,809 1.3740	\$55,500 1.5310	\$56,479 1.5580	\$57,712 1.5920	\$76,565 1.1750
9 Salary Index	\$48,141 1.3280	\$51,331 1.4160	\$57,422 1.5840	\$58,437 1.6120	\$59,742 1.6480	\$78,194 1.2000
10 Salary Index	\$49,628 1.3690	\$52,854 1.4580	\$59,343 1.6370	\$60,394 1.6660	\$61,772 1.7040	\$79,823 1.2250
11 Salary Index	\$51,114 1.4100	\$54,377 1.5000	\$61,264 1.6900	\$62,352 1.7200	\$63,802 1.7600	\$81,453 1.2500
12 Salary Index	\$52,600 1.4510	\$55,899 1.5420	\$63,185 1.7430	\$64,309 1.7740	\$65,832 1.8160	\$83,082 1.2750
13 Salary Index	\$54,086 1.4920	\$57,422 1.5840	\$65,107 1.7960	\$66,267 1.8280	\$67,862 1.8720	\$84,711 1.3000
14 Salary Index	\$55,573 1.5330	\$58,944 1.6260	\$67,028 1.8490	\$68,224 1.8820	\$69,892 1.9280	\$86,340 1.3250
15 Salary Index	\$57,059 1.5740	\$60,467 1.6680	\$68,949 1.9020	\$70,182 1.9360	\$71,922 1.9840	\$87,969 1.3500
16 Salary Index	\$58,545 1.6150	\$61,989 1.7100	\$70,871 1.9550	\$72,139 1.9900	\$73,952 2.0400	\$89,598 1.3750
20 Salary Index	\$60,032 1.6560	\$63,512 1.7520	\$72,792 2.0080	\$74,097 2.0440	\$75,982 2.0960	\$91,227 1.4000
24 Salary Index	\$61,518 1.6970	\$65,034 1.7940	\$74,713 2.0610	\$76,055 2.0980	\$78,012 2.1520	\$92,856 1.4250
28 Salary Index	\$63,004 1.7380	\$66,557 1.8360	\$76,635 2.1140	\$78,012 2.1520	\$80,042 2.2080	\$94,485 1.4500

Troy City Schools - Supplemental Salaries

8/1/11 thru 7/31/12

Base Rate:	Base Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
36251	%	1.00	1.05	1.10	1.15	1.20	1.25

Advisors - Clubs	3.50%	1,269	1,332	1,396	1,459	1,523	1,586
Senior Class Adv	7.50%	2,719	2,855	2,991	3,127	3,263	3,399
Junior Class Adv	7.50%	2,719	2,855	2,991	3,127	3,263	3,399
HS Student Government Adv	7.50%	2,719	2,855	2,991	3,127	3,263	3,399
Debate Coach	10.00%	3,625	3,806	3,988	4,169	4,350	4,531
HS Stage Mgr	7.00%	2,538	2,664	2,791	2,918	3,045	3,172
HS Dramatics	12.50%	4,531	4,758	4,985	5,211	5,438	5,664
JH Dramatics	4.00%	1,450	1,523	1,595	1,668	1,740	1,813
Asst JH Dramatics	3.00%	1,088	1,142	1,196	1,251	1,305	1,359
HS Yearbook Adv	5.00%	1,813	1,903	1,994	2,084	2,175	2,266
JH Yearbook Adv	3.50%	1,269	1,332	1,396	1,459	1,523	1,586
Dir of Vocal Music	10.00%	3,625	3,806	3,988	4,169	4,350	4,531
Dir of Orchestra	5.00%	1,813	1,903	1,994	2,084	2,175	2,266
Dir of Bands	15.00%	5,438	5,710	5,981	6,253	6,525	6,797
Associate Dir of Bands	13.00%	4,713	4,948	5,184	5,420	5,655	5,891
Asst Dir of Bands	13.00%	3,625	3,806	3,988	4,169	4,350	4,531
Asst Marching Band Dir	5.00%	1,813	1,903	1,994	2,084	2,175	2,266
Musical: Dir of Music	6.50%	2,356	2,474	2,592	2,710	2,828	2,945
Musical: Dir of Drama	6.50%	2,356	2,474	2,592	2,710	2,828	2,945
Musical: Orchestra Dir	3.00%	1,088	1,142	1,196	1,251	1,305	1,359
Flag Corps Adv	5.00%	1,813	1,903	1,994	2,084	2,175	2,266
Summer Strings Adv	3.00%	1,088	1,142	1,196	1,251	1,305	1,359
Electronic Maint Supvr	5.00%	1,813	1,903	1,994	2,084	2,175	2,266
Washington DC Trip Coord	3.50%	1,269	1,332	1,396	1,459	1,523	1,586

Dept Heads (min 4 staff members) - if not 4 members then there is no extra planning period or extended days

# Staff Mbrs							
4	6.50%	2,356	2,474	2,592	2,710	2,828	2,945
5	6.80%	2,465	2,588	2,712	2,835	2,958	3,081
6	7.10%	2,574	2,703	2,831	2,960	3,089	3,217
7	7.40%	2,683	2,817	2,951	3,085	3,219	3,353
8	7.70%	2,791	2,931	3,070	3,210	3,350	3,489
9	8.00%	2,900	3,045	3,190	3,335	3,480	3,625
10	8.30%	3,009	3,159	3,310	3,460	3,611	3,761
11	8.60%	3,118	3,273	3,429	3,585	3,741	3,897
12	8.90%	3,226	3,388	3,549	3,710	3,872	4,033
13	9.20%	3,335	3,502	3,669	3,835	4,002	4,169

Summer School: Paid an hourly rate, based on the Teacher's position on the salary schedule. [Teachers from outside the district cannot go beyond Step 10.] Teachers from within the district will be given first choice for these positions.

Tutor:	.00067 x base / per hr
Homework Helper:	.00067 x base / per hr
Future Begins Today:	.00067 x base / per hr
Dir of Bands:	10 days extended time
Assoc Dir of Bands:	10 days extended time
Asst Dir of Bands:	5 days extended time
Nurses:	6 days extended time

Saturday School; Instructor-Computer Workshops for T3; and Sat Lab Facilitator:
Paid hourly rate based on BA Minimum Salary Schedule [Step ration x BA Minimum]:

	Step 1	Step 2	Step 3
	0.0008	0.00087	0.00094
\$24.29	29.00	31.54	34.08

**Troy City Schools
Supplemental Salaries
8/1/11 to - 7/31/12**

Base: \$36,251.00	Base Rate %	Step 1 1.00	Step 2 1.05	Step 3 1.10	Step 4 1.15	Step 5 1.20	Step 6 1.25
Category #0 Athletic Trainer	21.00%	7,613	7,993	8,374	8,755	9,135	9,516
Category #1 Hd Var Football Hd Var Basketball Hd Var Wrestling Strength Coord	17.00%	6,163	6,471	6,779	7,087	7,395	7,703
Category #2 Hd Var Soccer Hd Var Volleyball Hd Var Gymnastics Hd Var Baseball Hd Var Softball Hd Var Track	12.00%	4,350	4,568	4,785	5,003	5,220	5,438
Category #3 Asst Var /Jr Var Football Asst Var/Jr Var Basketball Asst Var Wrestling	11.00%	3,988	4,187	4,386	4,586	4,785	4,985
Category #4 Hd Var Bowling Hd Var Cross Country Hd Var Golf Hd Var Tennis Hd Swimming Hd Hockey JH Athletic Dir	10.50%	3,806	3,997	4,187	4,377	4,568	4,758
Category #5 Hd Freshman Football Hd Freshman Basketball	10.00%	3,625	3,806	3,988	4,169	4,350	4,531
Category #6 Hd JH Football Hd JH Basketball Hd JH Wrestling	9.50%	3,444	3,616	3,788	3,960	4,133	4,305
Category #7 Jr Var Soccer Jr Var Volleyball Jr Var Gymnastics Jr Var Baseball	9.00%	3,263	3,426	3,589	3,752	3,915	4,078

Jr Var Softball Asst Var Track Hd Freshman Baseball							
Category #8 Asst Var Cross Country Asst Var Hockey Asst Var Swimming Asst Freshman Football Jr Var Bowling Jr Var Golf Jr Var Tennis Hd JH Volleyball Hd JH Track Hd Freshman Volleyball	8.00%	2,900	3,045	3,190	3,335	3,480	3,625
Category #9 Head Cheerleader Advisor	7.50%	2,719	2,855	2,991	3,127	3,263	3,399
Category #10 HS Ftbl (Var & Freshman) Cheerleader Adv HS Soccer Cheerleader Advisor HS Bsktball (Var & Jr Var) Cheerleader Adv	7.00%	2,538	2,664	2,791	2,918	3,045	3,172
Category #11 Hd Freshman Soccer Asst JH Football Asst JH Wrestling Asst JH Track Freshman Bsktball Cheerleader Adv	6.50%	2,356	2,474	2,592	2,710	2,828	2,945
Category #12 Athletic Site Manager 7th & 8th Gr Ftbl Cheerleader Adv 7th & 8th Gr Bsktball Cheerleader Adv	5.00%	1,813	1,903	1,994	2,084	2,175	2,266

**TROY CITY SCHOOLS
CERTIFIED PERSONAL LEAVE FORM**

Name: _____

Date: _____

Employee ID #: _____

Bldg: _____

PAID LEAVE

No leave will be granted on the first and last days of school, nor on the school days before or after the school is closed or not in session unless there is an emergency or unusual situation, and the staff member submits a written request to the principal or supervisor explaining the need for Personal Leave.

DATES PAID LEAVE IS REQUESTED

Mon Tue Wed Thu Fri

Date

Indicate half or whole day

Employee Signature: _____

Date: _____

UNPAID LEAVE

A staff member may use up to five unpaid days per year for unique personal situations. The staff member requesting this leave must submit a written request to his principal or immediate supervisor explaining the unique personal situation at least three days in advance. The written request must explain the circumstances that require the leave to be taken during regular school hours. This leave will not be granted on the first or last day of school nor on days before or after the school is closed or not in session unless a very unique condition exists.

DATES PAID LEAVE IS REQUESTED

Mon Tue Wed Thu Fri

Date

Indicate half or whole day

Employee Signature: _____

Date: _____

Approved

Denied (reason for denial)

Principal/Supervisor Signature

Date

***If a letter to the principal or supervisor is necessary, please attach it to this form**

White Copy: Payroll

Yellow Copy: Administrator

Pink Copy: Employee

**Troy City Schools
Tuition Reimbursement Form**

Name: _____

Employee ID: _____

Building: _____

University Attended: _____

Class or Classes ID # (ex: EDA 600) _____

Dates Attended: _____
(Must be between July 1 and June 5 of the current fiscal school year)

Total Amount to be reimbursed: _____

In order to receive reimbursement, the following documents must accompany this form.

***Proof that the class or classes have been successfully completed.**

(e.g. University Transcript, University Grade Report)

This paperwork should be obtained from the University Registrar's Office.

***Proof that the class or classes have been paid in full.**

(e.g. Credit Card Receipt, University Receipt of Payment, or University Statement of Account)

Receipt must show that payment was for tuition

This paperwork should be obtained from the University Bursar's Office.

TCS recommends that employees applying for tuition reimbursement keep a copy of this form and all other required documents for their personal records. If there are questions regarding this form or the documents required, please contact Human Resources.



OHIO EDUCATION ASSOCIATION

Patricia Frost-Brooks, President
William Leibensperger, Vice President
Jim Timlin, Secretary-Treasurer
Larry E. Wicks, Executive Director

The OEA will lead the way for continuous improvement of public education while advocating for members and the learners they serve.

May 27, 2011

State of Ohio
State Employment Relations Board
65 East State Street, Twelfth Floor
Columbus, Ohio 43215

STATE EMPLOYMENT
RELATIONS BOARD
2011 MAY 31 P 12:11

Dear Board Members,

Attached please find the original and required copy of the final negotiated contract for the Troy City Board of Education and the Troy City Education Association dated August 1, 2010 with an expiration date of July 31, 2014.

Attached also please find one additional copy of the contract for time/date stamp application and return to my office in the self addressed stamped envelope.

Thank you for your cooperation in this matter.

Sincerely,

Kyle Brett Anderson
Labor Relations Consultant

cc: Eric Herman, Superintendent
Michael Rasey, Troy City EA President



inversion tree plot