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MASTER AGREEMENT

BETWEEN

THE VINTON LOCAL TEACHERS ASSOCIATION

AND

THE VINTON LOCAL BOARD OF EDUCATION

EFFECTIVE

JULY 1, 2011 - JUNE 30, 2014

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**NEGOTIATIONS, ASSOCIATION RIGHTS, GRIEVANCES,
LABOR/MANAGEMENT, ETC.**

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ARTICLE 1
RECOGNITION

- 1.01 The Vinton County Local Board of Education, hereinafter referred to as the "Board" recognizes the Vinton Local Teachers Association, OEA/NEA, hereinafter referred to as the "Association" as the sole and exclusive representative of the teaching personnel as defined in paragraph 1.02.
- 1.02 The Association shall be the sole and exclusive bargaining representative for all full-time and part-time certificated teaching personnel (hereinafter referred to as members of the bargaining unit) including guidance personnel, nurses employed by the Board, librarians, and speech and hearing therapists.

Teachers employed less than twenty (20) hours per week and teachers employed on an hourly or as needed basis whose employment may or may not exceed twenty (20) hours in any given week shall be included in the bargaining unit but shall be specifically excluded from the application of all of the provisions of this contract except the grievance procedure and the specific salary provision which may apply.

Substitutes employed in the Vinton County Local School District on a continuous basis in the same position for a period of sixty (60) or more days and those employed on a continuous basis or a combination of days thereof for one hundred twenty (120) days or more shall be members of the bargaining unit but shall be specifically excluded from the application of the contract renewal provision of this Agreement. Substitute teachers thusly employed shall not be eligible for a contract renewal at the conclusion of any school year unless specifically approved by the Board.

Casual and day-to-day substitutes, aides and all administrative and supervisory staff as defined in Section 4117.01(F) ORC shall be excluded from the bargaining unit.

- 1.03 It is agreed by both parties that all members of the bargaining unit shall have the right to join or refrain from joining the Association and/or its affiliates.
- 1.04 This recognition shall remain in effect for the length of this current Agreement and/or any extension thereof mutually agreed to by the Board and the Association.
- 1.05 This recognition may be challenged in accordance with the provisions of Section 4117.07 (1) ORC.
- 1.06 The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Ohio and the United States.

The exercise of these powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules and regulations, and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and Ohio statutes.

ARTICLE 2
NEGOTIATIONS PROCEDURES

2.01 SCOPE OF NEGOTIATIONS

The scope of bargaining shall include all matters pertaining to wages, hours, or terms or other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement except as otherwise specified in Section 4117.08 (B and C) ORC.

2.02 REQUEST FOR MEETING

- A. A request for a meeting to initiate negotiations shall be submitted in writing by the Association to the Board through the Superintendent.
- B. A request for a meeting to initiate negotiations from the Board shall be submitted in writing by the Superintendent to the Association through the President.
- C. Requests for negotiations may be submitted no earlier than ninety (90) days nor later than sixty (60) days before the expiration of the current Agreement unless otherwise agreed upon by both parties.
- D. A mutually convenient meeting date shall be set not later than fifteen (15) working days after the date of the request unless both parties agree to a later date. At this meeting date each party shall submit in writing all issues being proposed for negotiation, which shall become the agenda.

2.03 NEGOTIATION TEAMS

- A. Each party shall have a maximum of three (3) members at the negotiations table. However, each party may have one (1) observer present during each negotiation session. Each party may substitute its observer after formal negotiations have started.
- B. Neither party shall attempt to influence or interfere with the selection of the other party's negotiating team.
- C. Either team may call upon the use of consultants to assist in negotiations. Any expense incurred through the use of consultants shall be borne by the requesting party.
- D. Each bargaining team shall be clothed with the authority to make proposals, counterproposals, and to arrive at a tentative agreement on all issues submitted for negotiations.

2.04 NEGOTIATION MEETINGS

- A. Prior to and during the period of bargaining, each party will provide the other, upon reasonable request, (ten (10) working days) relevant data and supporting information concerning the issues under consideration.
- B. Bargaining sessions will last from one (1) to three (3) hours. These limits may be modified by mutual agreement. Each meeting shall include the establishment of an agreed upon time and place for the next meeting.
- C. The negotiator for either group may caucus his/her group for independent discussions at any time. A caucus shall be no longer than thirty (30) minutes except by mutual agreement.
- D. All releases to the news media during negotiations shall be mutually agreed upon before release.

2.05 NEGOTIATIONS

"Good Faith" bargaining requires that the Association and the Board be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to respond with a counterproposal or give reasons why the proposal is unacceptable. "Good Faith" requires both parties to recognize negotiations as a shared process and for the purpose of attaining mutual understanding provided, however, nothing herein requires either party to agree or make a concession.

2.06 AGREEMENT

When tentative agreement is reached on all issues, the tentative agreement shall be reduced to writing and initialed by the negotiator of each team. The total document shall be submitted to the Association for ratification and submitted to the Board for approval at its next regular or special meeting. Upon affirmative action by the Board and the Association, the terms of the Agreement shall become the Master Contract and both parties agree to abide by the terms and conditions thereof.

The Board and the Association shall share the cost of printing and providing copies of the Contract to all members of the bargaining unit, the administration, and the members of the Board plus five (5) additional copies.

The Agreement shall be signed by both parties.

2.07 DISAGREEMENT

In the event the parties are unable to reach agreement upon the expiration of the current contract, the expiration date of the contract may be extended by mutual consent. Either party may declare impasse and request that all unresolved issues be submitted to mediation. Upon receipt of a written request by either party that an impasse has been declared, within five (5) calendar days, a joint request signed by the President of the Association, or his/her designee, and the local Superintendent, or his/her designee, shall be submitted to the Federal Mediation and Conciliation Service to appoint a mediator to assist in the resolution of all remaining issues. In the event agreement is not reached through mediation within twenty-one (21) calendar days and it appears that no more meaningful discussions can be accomplished, the Association may initiate the provisions of Section 4117.14 (D-2) of the Ohio Revised Code.

The cost of employing all mediation service shall be shared equally by the Association and the Board. It is also agreed that the procedures outlined in this agreement to negotiate and resolve disputes shall supersede the requirements in Section 4117.14 ORC.

ARTICLE 3
ASSOCIATION RIGHTS

The Board recognizes The Vinton Local Teachers' Association as the sole and exclusive representative of bargaining unit members and shall be entitled to the following rights:

- 3.01 Inasmuch as the Vinton Local Teachers' Association is recognized as the representative of certified employees, the Board recognizes that in order to effectively represent and communicate with its members certain services are necessary.
- A. Board policy will prevail on building use. The Association is considered a school-related group. Fees will be necessary when personnel, i.e., janitors, cooks, secretaries, etc. are involved.
 - B. Board-owned equipment: computers, calculators, copiers, public address equipment, audio-visual equipment may be used by persons who have a working knowledge of the machines at such times as (1) do not interfere with the operation of the school system, (2) do not cause extra time for janitors, principals, etc. in opening or closing buildings. Any expense for repair of equipment due to misuse by members of the Association in carrying out Association business will be borne by the Association. Any expendable supplies will be supplied by the Association.
 - C. The inter-school mail system in the Board office may be used to distribute Association bulletins, newsletters or other circulars to Association members only.
 - D. Bulletin boards only in the teachers' lounges or work areas (specifically in places where student traffic is not common) may be used to disseminate information to members.
 - E. Telephones may be used to carry out Association business when it does not interfere with the primary business of teaching. Toll charges will be paid for by the Association.
- 3.02 The following will be made available to the Association:
- A. Copies of all Board Agendas, minutes and monthly financial reports will be sent to the President of the Association through the inter-school mail system.
 - B. Copies of the following forms will be sent to the Association President through the inter-school mail system: appropriations resolution, budget form, training and experience grid, amended certificate of estimated resources.
 - C. Any other publicly available information will be available for the Association.
 - D. All written Board policies and procedures and all updates following enactment by the Board.

ARTICLE 4
MAINTENANCE OF STANDARDS

- 4.01 The policy statements and regulations attached hereto in the form of Articles are made a part of this document and shall in the future be negotiated in conformance with the procedures described above.
- 4.02 During the duration of this contract, the Board of Education shall maintain all terms, conditions and benefits of employment at not less than the level in effect as of the effective date of this contract, unless both sides agree to a change necessitated by a severe reduction in state or local funds beyond the control of the Board of Education. Also, the Association must maintain a majority membership of eligible certificated employees.
- 4.03 Reduction of staff shall be on a seniority basis. Seniority shall be determined by the uninterrupted length of service of the employee.
- 4.04 The Board of Education reaffirms its practice of being an equal opportunity employer and shall not discriminate against any applicant or employee in terms of wages, hours, assignment, reassignment, layoff or suspension or other terms and conditions of employment on the basis of race, religion, color, national origin or sex.
- 4.05 See, however, Article 31.

ARTICLE 5
GRIEVANCE PROCEDURE

5.01 GRIEVANCE DEFINED

- A. A grievance is an alleged violation, misinterpretation or misapplication of the Articles of this Agreement.
- B. The primary purpose of this procedure shall be to obtain at the lowest administrative level and in the shortest period of time, equitable solutions to grievances, which may arise from time to time. Both the Board and the VLTA agree that grievance proceedings should be handled in a confidential manner.

5.02 GENERAL PROVISIONS

- A. A grievance shall be initiated by the person (or the Association in his/her behalf) so aggrieved within fifteen (15) calendar days of the alleged violation or such grievance is thereupon waived. The grievant should seek counsel with the Association prior to the filing of a grievance, but such counsel is voluntary in nature and in no way shall affect the grievant's right to file a grievance.
- B. A grievance based upon facts common to two (2) or more teachers shall be determined a group grievance and as such shall be filed as a single grievance by the Association in the behalf of all those affected.
- C. A grievance may be initiated by the Association if such grievance is a violation, misinterpretation or misapplication of a right or privilege granted to the Association pursuant to the Articles of this Agreement.
- D. Failure of the administration to respond in the time limit stated in Level I, II, or III shall authorize the grievant to proceed to the next level. Failure of the grievant to comply with any time limit as specified in this Article shall constitute a waiver of his/her right to pursue the grievance to the next step.
- E. Unless stipulated otherwise, a day shall be a school day when school is in session. During the summer months, a day shall be a day when the central office is open.
- F. No reprisal shall be made against any party involved in use of this grievance procedure.
- G. A grievance may be withdrawn at any level without prejudice or record.
- H. No record, document, or communication concerning a grievance shall be placed in the personnel file of any of the participants involved in the procedure herein described.

5.03 INFORMAL LEVEL

- A. All alleged grievances must be initiated by an informal discussion with the teacher's immediate supervisor in a sincere effort to resolve the problem at that level. If a satisfactory solution can not be obtained, then the grievance must be reduced to writing and submitted to the proper level for possible resolution. Either party may have representatives if they so desire.

5.04 PROCEDURE

A. LEVEL I

1. The written grievance shall be submitted to the aggrieved's immediate administrator containing a concise statement of the facts upon which the grievance is based, with reference to the specific article and subsection of the Agreement violated, misinterpreted or misapplied, the date of the incident, the date of filing, and the relief sought.
2. A meeting shall be mutually agreed upon between the aggrieved and the administrator within five (5) days of the filing of the grievance. Either the aggrieved or the administrator may have present such people who may provide information related to the grievance. Discussion at this meeting shall be confined to the issues as stated in the grievance and the relief sought.
3. Within five (5) days of the meeting, the administrator shall give the grievant written notice of the action taken.

B. LEVEL II

1. If the grievant is not satisfied with the action taken at Level I, he may within five (5) days of receipt of such written notice, submit his written grievance to the Superintendent and request a meeting to discuss the grievance.
2. The meeting shall be held within five (5) days of the request, except on the occasion of the Superintendent having two (2) or more such meetings scheduled within that five-day period. In such case, the Superintendent shall so notify the grievant of this and schedule a meeting within the next five-day period. Under no circumstances will be the Superintendent be required to hold more than two (2) such meetings within a five-day period.
3. The meeting shall be conducted in a manner as stated in Level I.
4. Within seven (7) days of the meetings, the Superintendent shall provide the aggrieved with a written notice of the action taken.

C. LEVEL III

1. If the grievant is not satisfied with the action taken at Level II, he may within five (5) days of receipt of such notice, submit his written grievance to the President of the Board and request a meeting to discuss the grievance at the next meeting of the Board.
2. Within ten (10) days of the meeting, the Board shall provide the aggrieved with a written notice of the action taken.

D. LEVEL IV

1. If the aggrieved is not satisfied with the action taken in Level III, he may within five (5) days of receipt of such notice, make written request to the Board that the grievance be submitted to arbitration.
2. A request shall be made, with a copy submitted to the Superintendent, to the American Arbitration Association to appoint an arbitrator in accordance with the Voluntary Rules and Regulations governing arbitration within fifteen (15) days of the request for arbitration.
3. The arbitrator shall hold such hearings as he determines necessary to make a fair and impartial ruling on the grievance as stated as soon as possible, which hearing may not be scheduled during the regular school day unless the Board of Education consents.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this collective bargaining contract, nor add to, detract from, or modify the language therein arriving at his decision concerning any issue presented that is proper within the limitations expressed herein. Nor shall the arbitrator have any authority to rule contrary to the law of the State of Ohio except as that law has been expressly superseded by this Agreement. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not so submitted to him/her or to submit observations or declarations or opinion which are not directly essential in reaching his/her decision. The arbitrator shall in no way interfere with management prerogative involving the Board's discretion, nor limit or interfere in any way with the powers, duties and responsibilities of the Board.

4. The ruling of the arbitrator shall be made in writing to the aggrieved and Board and shall be binding upon both parties, insofar as the ruling on this agreement is not contrary to the Ohio Revised Code, with the exception that the ruling may be contrary to a provision of the Ohio Revised Code if that provision of the Ohio Revised Code has been expressly superseded by this Agreement.

5. The ruling of the arbitrator shall be made in writing to the aggrieved and Board and shall be binding upon both parties, insofar as the ruling on this agreement is not contrary to the Ohio Revised Code.
6. The cost of the arbitrator shall be borne by the losing party.

ARTICLE 6
LABOR MANAGEMENT COMMITTEE

- 6.01 A committee of three teachers selected by the VLTA and three administrators and/or board members shall meet quarterly to fulfill obligations as described in this contract and to resolve other issues as they may arise.

ARTICLE 7
TEACHERS' WORK DAY

- 7.01 The normal work day for teachers shall be six and three-quarter (6 3/4) hours per day for grades preK-5 and seven hours and fifteen minutes (7 1/4 hours) per day in grades 6-12 inclusive of planning and conference periods and a thirty (30) minute duty free lunch period. Each teacher shall receive planning conference time in accordance with State Board of Education Minimum Standards of a minimum of 200 minutes per week. A committee shall be formed with equal representation from the Association and the Board for the purpose of studying the feasibility of year-round school. Association representatives on the committee shall be selected by the Association president.
- 7.02 In addition, a maximum of four (4) teachers per building may be assigned up to an additional one-half (1/2) hour per day for supervision before or after school. Such assignment shall be equitable. However, no individual teacher's total work day shall be longer than seven and one-quarter (7 1/4) hours for elementary and eight (8) hours for high school teachers.
- 7.03 In an emergency situation, i.e., bad weather or bus delay after school, staff may be assigned additional supervision. However, any teacher that had a conflict or personal commitment shall not be detained unduly in such situations and further any teacher that provides assistance in said emergency shall have such service taken into account when considered for future assigned supervisory duties. When circumstances beyond the predictable control of the building administrator arise, use of necessary adult supervision should not be limited just to the teaching staff.
- 7.04 All planning time shall be granted in minimum blocks of at least fifteen (15) consecutive minutes.
- 7.05 Traveling teachers shall not be required to travel between schools during their planning and/or lunch time.

ARTICLE 8
DUTY-FREE LUNCH

8.01 The Vinton County Local School Board agrees that every teacher will have a thirty (30) minute uninterrupted duty-free lunch.

ARTICLE 9
TEACHING ENVIRONMENT

9.01 It is the intent of the Board of Education to provide an optimum teaching environment in order to assure the best learning situation for children of the district. In order to implement this policy, the Board agrees to provide:

- A. A teacher reference library at each school center in the district and include therein some texts which are requested by teachers in that school. In addition, any materials on curriculum and instructional methods published by the National Education Association or its affiliates may be placed in such library by the Association at no cost to the Board.
- B. A clean lounge for members of the staff.
- C. Access to the use of a telephone in each building. The use of the telephone in the school building shall be governed as follows:
 - 1. Local calls may be placed when there is no interference with the teacher's duties.
 - 2. Toll calls will be paid for by the teacher and the toll calls placed will be recorded on a log as provided by the office.
- D. Where possible, separate toilet facilities will be provided in each building for the use of employees.
- E. Computers, copiers and other technology for use by the professional staff and clerical aides to teachers, for preparation of instructional materials.
- F. Every effort will continually be made to improve the teaching environment.

ARTICLE 10
INSTRUCTIONAL MATERIALS AND SUPPLIES

10.01 The Vinton County Local Board of Education will allocate sufficient funds, when available, to provide for the purchase and/or replacement of textbooks, library books, instructional materials, supplies and equipment of sufficient quality and quantity to enable teachers to fulfill their teaching responsibilities in an adequate and professional manner during the school year.

ARTICLE 11
CLASS SIZE AND COMPOSITION

11.01 The Vinton County Local School Board acknowledges that no elementary school teacher should be assigned to teach more than one (1) grade level in a self-contained classroom. If, because of enrollment patterns it is determined by the Superintendent that it is in the best interest of the school system that one (1) or more teachers be assigned to teach more than one (1) grade level in a self-contained classroom simultaneously, the Superintendent shall notify the VLTA President in writing of such a decision.

11.02 Any teacher so assigned to more than one (1) class in a self-contained classroom shall be so assigned only after a meeting with the Superintendent. The teacher may at his option have a representative of the VLTA present at such meeting. Any teacher so assigned shall be reassigned or transferred, upon request, if a suitable replacement can be secured. The Superintendent shall have full authority and responsibility in the determination of suitability of replacement. The provisions in 27.02 shall be considered rational reason for this reassignment.

A teacher involuntarily transferred or reassigned due to the reasons provided above, should be placed only in an equivalent position, i.e., one which, among other things, involves no reduction in rank or in total compensation and no impairment of tenure during the contract period.

11.03 The Board further agrees that every attempt will be made to see that teachers of academic subjects will not have more than 30 students per class. Academic classes include all teaching assignments except physical education, vocal music and band.

11.04 A. No teacher or librarian will be required, at the high school level, to double up classes or lose his/her planning period unless there is an emergency as determined by the building principal. When teachers are required to assume double classes or lose his/her planning period, the teacher will be granted an additional sum of \$9.15 for each period this occurs, not to exceed \$36.60 total compensation per day.

B. No elementary teacher will be required to double up classes or lose his/her planning time unless there is an emergency as determined by the building principal or head teacher. When teachers are required to assume double classes or lose his/her planning time, the teacher will be granted an additional sum of \$9.15 per hour, not to exceed \$36.60 total compensation per day. If special service teachers, such as art, physical education, music, learning disabilities, or other Board appointed special service teachers, are absent, teachers will be required to keep their classes intact and will be reimbursed at the above mentioned rate.

C. Definitions:

"Double classes" means that a teacher supervises 10 or more additional students.

"Lose his/her planning time" means that the teacher's total planning time fell below 200 minutes for the week. Compensation shall be calculated by rounding to the nearest 15-minute increment, the number of minutes the teacher's total planning time fell below 200 minutes for the week.

- 11.05 The teacher will complete a form with a copy provided to the teacher indicating the date and circumstances of the occurrence and the teacher will sign the form. Then, the building administrator will approve and forward the form to the Vinton County Local Board of Education Treasurer's Office before payment will be made to the teacher on the first paycheck of the following month. Any occurrence that occurs five (5) days prior to that pay day will be made on the following month's paycheck.
- 11.06 "Class" means a group of students who are the assigned responsibility of a teacher for a specific period of time.

ARTICLE 12
STUDENT TEACHERS

- 12.01 Criteria to accept a student teacher will include:
- A. A minimum of three (3) years of teaching experience in the same assignment or National Board Certification;
 - B. Master's Degree; and
 - C. Pathwise Training completed.
- 12.02 Supervisory teachers will have an indication of a wide knowledge in the area of curriculum development and general leadership in the school situation and must have completed appropriate district-approved training.
- 12.03 Participation as a supervising teacher shall be strictly voluntary.
- 12.04 Supervising teachers will be provided information on the student teacher. This will be of similar type as would be requested on an employment application.
- 12.05 No student teacher will substitute in a class, nor will any supervising teacher be utilized as a regular full substitute while he/she has a student teacher. A supervising teacher could be used in an emergency situation.
- 12.06 No supervising teacher shall be assigned more than one (1) student teacher during a school year.

ARTICLE 13
PROFESSIONAL BEHAVIOR

- 13.01 It is agreed that both the Board and the Association encourage all teachers to demonstrate high qualities of professionalism and to abide by the code of ethics of the education profession.
- 13.02 Further, teachers are encouraged to participate in civic and community affairs and in so doing demonstrate their fullest concern for the betterment of the total citizenry of the district. The Board and administration will assist teachers with their cooperation in such activities and endeavors.
- 13.03 The Association agrees to provide all members of the faculty with copies of the code of ethics of the education profession.
- 13.04 Teachers shall be guaranteed academic freedom. Such freedom must be exercised within the bounds of general standards of professional responsibility and shall not prohibit consultation and direction by the Board representatives. The right to academic freedom herein established shall include the right to support or oppose political causes and issues outside of the teaching role and the teacher's school-related activities and relationships.

ARTICLE 14
DRUG-FREE WORKPLACE

- 14.01 No teaching employee of the Vinton County Local School District shall unlawfully manufacture, distribute, dispense, possess, or use any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, or any other controlled substance as defined in Federal and State law.
- 14.02 As a condition of employment, each employee shall notify his/her supervisor of his/her conviction of any criminal drug statute for a violation occurring in the workplace as defined above, not later than five (5) days after such conviction.
- 14.03 Any employee who violates the terms of this policy may be required to enroll in, participate in, and complete a drug abuse assistance or rehabilitation program approved by the Board of Education. For violation of this policy, the employee shall be subject to disciplinary action under the Ohio Revised Code and the negotiated contract up to and including termination.

ARTICLE 15
COMPLAINTS AGAINST MEMBERS OF THE PROFESSIONAL STAFF

- 15.01 Communication between the community and the school ideally should be such that most complaints may be resolved through personal conferences at the school level.
- 15.02 In facilitating the prompt accomplishment of results in this area the following procedure is recommended. If complaints are:
- A. Associated with a particular school they shall be taken (1) to the principal. The principal will first discuss the concern or complaint with the teacher. If requested by the complainant or the teacher, a meeting involving the teacher, the principal, and the complainant will be arranged.
 - B. If it is not resolved at that level, it shall be taken (2) to the Superintendent.
 - C. Associated with personnel to whom statement "A" does not directly refer, they shall be taken to the Superintendent.
- 15.03 In Steps B and C above, the parent and teacher may request and be accompanied by counsel and/or representative of his/her choosing. Conferences regarding such complaints shall be private.

ARTICLE 16
PERSONNEL FILES

- 16.01 A personnel file of all members of the instructional staff shall be maintained in the office of the Board of Education. This shall be considered a confidential file and the only official file of recorded information of members of the instructional staff maintained by the Board and administration.
- 16.02 Individual members of the instructional staff shall have access to their personnel files upon request.
- 16.03 Those authorized to use files of members of the instructional staff shall be limited to the Superintendent, Assistant Superintendent, building principal, Treasurer of the Board and supervisors directly responsible for those members of the instructional staff, and any other administrators who are directly responsible in directing the professional services of members of the instructional staff.
- 16.04 Any materials placed in the personnel file of instructional staff members shall include the following:
- A. Each item placed in the file shall be dated and signed by the person placing the item in the file. A copy of all materials placed in the teacher's file will be sent to the teacher upon placement, other than items contained in 16.06 A-G.
 - B. The Superintendent shall be the only person to authorize placement of materials in the personnel file.
- 16.05 When a member of the instructional staff feels that information included in the personnel file is no longer relevant to his/her situation and it is mutually agreed to by the member of the instructional staff and the Superintendent, either the information shall be removed or a memorandum shall be attached to the information in question stating that the situation in question has been satisfactorily corrected.
- A member may appeal the Superintendent's decision to the Board of Education. The Board shall investigate the accuracy, relevancy, completeness or timeliness of the item and shall either delete the disputed information or include in the file a notation or statement by the employee that he disputes the accuracy thereof. (1347.09 ORC)
- 16.06 Items that may be maintained in the personnel file of members of the instructional staff shall include but not be limited to:
- A. Official transcripts of college work.
 - B. Copy(ies) of certification authorized by the State Department of Education.
 - C. Copy of military service record.

- D. Copies of Observation-Conference Reports.
 - E. Copies of General Conference Reports.
 - F. Record of employment including assigned duties, regular and supplemental, years of service in the district, and other related information.
 - G. Copies of contracts of employment with the local Board of Education.
- 16.07 Should a person or group of people other than officially authorized school personnel request to see the personnel file of a member, the member shall be notified verbally within twenty-four (24) hours. The member shall be granted the right to be present and/or have a representative present in the event a person or group of people is legally authorized to see a member's file.

In the event a member cannot be reached within the twenty-four (24) hour period, the member shall be notified in writing through the postal service of the request and the name of the person making the request.

ARTICLE 17
MEDICAL EXAMINATIONS

- 17.01 At the beginning of each year, the Board shall appoint a doctor for the purpose of giving x-rays to employees whose tuberculin skin test shows positive.
- 17.02 Any other medical examination required of a certified employee by the Vinton County Local Board of Education as a condition for his/her employment shall be referred to the Board's appointed physician.
- 17.03 The Board will pay such fees if not covered under the insurance plan currently in effect for certified employees.

ARTICLE 18
SCHOOL CALENDAR

- 18.01 Three (3) representatives of the Association shall meet in the spring with two (2) representatives from the administration to draw up three (3) proposed calendars for the next school year. The three (3) proposed calendars shall be presented to all certificated employees for consideration by May 1. The calendar receiving the largest vote by weighted voting shall be presented to the Board of Education for consideration. However, the Board will not be required to adopt the calendar as presented.
- 18.02 Changes in the school calendar will not be made without notification and consultation with the VLTA.

ARTICLE 19
FACULTY MEETINGS

- 19.01 A schedule of regular monthly staff meetings shall be determined at the beginning of the year. Each staff member at the building level will receive a written schedule of these meetings within the first two (2) weeks of the school year.
- 19.02 In case of emergencies, the principal may call additional building meetings without notice. An agenda for each meeting shall be provided to the staff at least (1) one day before such meeting, except for special meetings which may not provide sufficient time to prepare an agenda. These meetings are to begin ten (10) to fifteen (15) minutes after the students school day is over and shall not continue more than sixty (60) minutes.
- 19.03 Attendance at meetings other than those specified and ones called by the Superintendent above shall be voluntary. All members are encouraged to attend school functions and school-related meetings.

ARTICLE 20
PARENT-TEACHER CONFERENCES

- 20.01 In order to improve relationships between school and community and to provide for better communications between parent and teacher for the purpose of working as a team for the benefit of children, the Board of Education agrees to adopt the following program:
- 20.02 During the school year, there will be scheduled a minimum of two (2) days for parent-teacher conferences. One (1) of these days will be utilized during the first semester.
- 20.03 Teachers will be available for conferences with parents during the time school is dismissed, or during the evening hours.
- 20.04 The decision as to the time of day for the conferences shall be made by individual building administrators. In making such decision, the administrators shall take into account possible conflict with conferences at the other schools and the time which would be most convenient for parents. The main purpose should be at all times to provide for the maximum usage of the conference period by parents.

ARTICLE 21
IN-SERVICE TRAINING

- 21.01 The Board and the Association recognize that a program of continuing education and training of the professional staff is beneficial to the education of children in the Vinton County Local School District. There is, therefore, established an in-service committee of six (6) members. The individuals shall include: the Superintendent, the Association President, two (2) management representatives appointed by the Superintendent, and two (2) teachers chosen by the Association President. Such committee shall be appointed in September of each year to serve for one (1) year. The committee shall meet periodically throughout the year to formulate the in-service training program for the year. Such program may be lectures, seminars, workshops, demonstrations, films, clinics, or other program types chosen by the committee. Such programs may be of a general nature for the entire staff or they may be designed for special interest areas such as academic disciplines, grade level assignment or other areas involving mutual interest for a group of staff members.
- 21.02 After the programs have been formulated, the committee will present them to the Superintendent for recommendation to the Board of Education for final approval.
- 21.03 The Board shall each year provide in the budget money for approved in-service projects.
- 21.04 Any program under this policy which is scheduled outside of school time or regularly scheduled faculty meetings shall be voluntary; however, teachers shall be encouraged to participate in all programs which would benefit them in carrying out their duties.
- 21.05 Local Professional Development Committee

The Local Professional Development Committee members appointed by the Association shall be compensated at \$50.00 per meeting up to a maximum of twenty (20) meetings per school year. The meetings shall be convened by an administrator of the Board. Payment shall be made to the committee member in September following the year of service.

ARTICLE 22
CONTRACTS

The Board shall provide each member of the instructional staff individually written contracts in keeping with the provisions of the Ohio Revised Code and Board-adopted policies. The provisions of such written contracts shall be as follows:

- 22.01 Any agreement to act as supervisor for extracurricular activities, for which additional compensation is to be paid, shall be covered by a supplemental contract.
- 22.02 In consideration of the services rendered by the teacher, the Board of Education agrees to pay said teacher an annual salary as prescribed by the salary schedule of the Vinton County Local School District, whether existing or hereafter adopted. The initial compensation to be paid under a contract shall be according to the existing salary schedule and that amount shall appear on the contract.
- 22.03 A teacher's contract year shall include no more days than called for in the adopted school calendar. Upon request of the employer new teachers will be required to attend up to the equivalent of five (5) days of orientation.
- 22.04 In performing his/her professional duties, the teacher agrees to abide by and maintain the applicable laws and existing rules and regulations of the Board of Education. The Board will provide one (1) copy per building and one (1) copy to the VLTA President of the Professional Personnel Policies adopted by the Board.
- 22.05 Each teacher before signing a contract shall have been notified as required by Section 3307.58 of the Ohio Revised Code as to his/her duties and obligations pertaining to the State Teachers Retirement System as a condition of employment.
- 22.06 The President and the Treasurer of the Board of Education, by affixing their signatures to a contract, represent that all necessary implementing resolutions have been adopted by the Board and that a copy of the Board's existing rules and regulations affecting the performance of professional duties have been made available to the teacher.

ARTICLE 23
CONTRACT STATUS OF TEACHERS

23.01 All teachers hired by the Vinton County Local School District, other than retirees, shall be employed according to the following system of contract:

	Teachers who have attained tenure in other Ohio School Districts	New teachers to the district
First limited contract	1 year probationary	1 year probationary
Second limited contract (when up for renewal)	1 year	1 year
Third limited contract (when up for renewal)	2 year or continuing (if eligible)*	2 year
Fourth limited contract (when up for renewal)	2 year or continuing (if eligible)*	2 year
Fifth contract (when up for renewal)	Continuing	3 year
Sixth limited contract (when up for renewal)		3 year or continuing (if eligible)*

*If a continuing contract is not awarded, the superintendent shall provide the teacher with a written reason why a limited contract was awarded.

Any teacher who has attained tenure in another school district in the State of Ohio shall be eligible for tenure at the conclusion of the second year of teaching in the district upon written notification to the superintendent by March 1st of that year.

A teacher who will be eligible for a continuing contract in April of any school year, shall hand deliver to the Superintendent a letter indicating that he/she will be eligible for a continuing contract. The letter shall be delivered to the Superintendent by September 1 of the school year in which the teacher wishes to be considered for continuing contract in April.

If a continuing contract is not awarded, the superintendent shall provide the teacher with a written reason why a limited contract was awarded.

23.02 This article specifically supersedes ORC §3319.08 and ORC §3319.11 and any other provision of law that is in conflict with this article.

23.03 Rehiring of Retired Teachers

Retired teachers shall be hired on the following terms:

1. A maximum of eight (8) years of experience credit shall be awarded. This shall also be the minimum. Should the retired teacher be re-employed for succeeding years(s), the teacher may advance one experience step on the salary schedule each year so re-employed.
2. A one-year contract shall be awarded that shall automatically non-renew without the requirement of observations, evaluations, or notice. Succeeding contracts shall also be of one year duration with the same automatic non-renewal provisions.
3. Insurance shall be through STRS or the Board's plan, whichever is more cost effective for the Board. The rehired teacher shall pay the same health insurance premium as any other teacher employed by the Board. The Board shall be responsible for the remainder of the cost of the health insurance for the retired teacher.
4. Article 23.03 specifically supersedes ORC §§3319.08, 3319.11, 3319.111, and all other provisions of law or of this contract that may be in conflict with this subarticle.

ARTICLE 24
PROFESSIONAL EVALUATION PROCEDURE

24.01 PURPOSES OF EVALUATION

- A. To improve the quality of the instructional program of the school system.
- B. To improve the competency of the instructional staff.
- C. To improve the working relationship between the instructional staff and administrative staff personnel in keeping Board policies and administrative procedures.
- D. Evaluate the competency of the instructional staff.

24.02 EVALUATOR

- A. Certificated employees of the Vinton County Local School District holding certificates defined in Section 3319.22 (E), (F), (G), (H) and (J) of the Ohio Revised Code shall be considered qualified to evaluate members of the bargaining unit.
- B. Evaluation of a unit member shall be conducted by a certified school administrator employed by the District. Traveling teachers may be observed by all supervisors under whom they work and such observations shall be combined in a written composite evaluation. The evaluator shall not be a bargaining unit member.

24.03 SCHEDULE FOR EVALUATION

- A. All members of the bargaining unit whose contracts are due to expire at the end of the current contract year shall be evaluated a minimum of two (2) times during the year (at least once per semester) in which the contract is to expire.
- B. Teachers with less than three (3) years experience in the district are to be evaluated at least twice a year and a minimum of once per semester.
- C. All other teachers should be evaluated or a conference conducted at least once a year.
- D. Any teacher may request an additional observation with the administration. Such additional requested observation shall be completed prior to January 15th or between February 10th and April 1st.

24.04 CRITERIA FOR EVALUATION

- A. All bargaining unit members shall be evaluated on criteria set forth in the Evaluation Instrument included in the Appendix to this Agreement.
- B. The use of eavesdropping and listening over the PA system shall be prohibited.
- C. No undocumented information may become part of a member's performance evaluation report.
- D. A copy of this evaluation procedure and a copy of the evaluation instrument shall be posted on the bulletin board in each school center; also a copy of each will be in the Administrative Office of each center.
- E. All observations/evaluations of bargaining unit members must follow the procedures and guidelines delineated herein.

24.05 OBSERVATIONS

- A. Each evaluation shall be based upon at least two (2) observations of a minimum of thirty (30) minutes in length. There shall be at least three (3) weeks between two (2) of the formal observations.
- B. Visitations of this length will be followed by the completion of the adopted classroom visitation form within seven (7) days of the visitation. The original shall be kept by the teacher and the copy retained by the administrator. Signatures affixed to the forms signify receipt of the visitation form only. Either the teacher or the administrator may request a follow-up conference within ten (10) school days of the receipt of the form by the teacher. Information from the classroom form shall be included in the teacher's evaluation.

24.06 FINALIZATION OF EVALUATION

- A. A written report of the results of each evaluation shall be given to the member prior to a scheduled conference to discuss the evaluation. A conference shall be scheduled at a mutually agreed upon time but in no event shall said conference be held later than ten (10) work days following the second observation unless extenuating circumstances prohibit one of the parties to meet.
- B. The written evaluation, following a review by the member and the evaluator, will be signed by each party. One (1) copy will be given to the member and one (1) copy will be placed in the member's personnel file. The member's signature signifies only that the member has reviewed the evaluation and does not necessarily imply agreement with the evaluation. The member shall have the right to attach comments relative to the evaluation within five (5) work days following the conference.

- C. Upon written request to the Superintendent by the teacher, an additional visitation by a supervisor or certified administrator who did not conduct any of the previous visitations will be conducted. This visitation will be added to the original visitations and a new composite evaluation will be written. The request for a re-evaluation should be received by the Superintendent within ten (10) school days of the post-evaluation conference. Within ten (10) school days the Superintendent will notify the teacher requesting the reevaluation that an evaluator has been appointed, and who the evaluator shall be. The re-evaluation visitation shall be conducted within ten (10) days of such notification.
- D. Areas of Improvement
 - 1. If some areas of the evaluation are identified as “unsatisfactory” or “needs improvement” the evaluator shall address the following in writing:
 - a. Specific recommendations of the improvements needed
 - b. The means by which the teacher may obtain assistance in making improvements
 - c. A realistic schedule for progress

24.07 The Board and the Association specifically agree that compliance with the evaluation procedure set forth in this negotiated agreement shall fully satisfy any and all requirements of law with respect to the adoption and implementation of evaluation procedures for members of the bargaining unit including but not limited to all of the requirements of Section 3319.111 of the Ohio Revised Code as amended by Am. Sub. H.B. 330.

The evaluation instrument shall be reviewed and revised by the Race to the Top (RttT) Transformation Team as necessary, and this committee shall have the task of formulating and producing an Evaluation/Performance System that complies with state rules and regulations, district needs, and other related policy (i.e. Race to the Top) as deemed necessary and appropriate. Regular reports will be forwarded to the Association and Superintendent for approval and implementation as required. The committee shall refer to Article 24 – Professional Evaluation Procedure for guidance. Any Evaluation/Performance System must be approved by the Board before implementation.

ARTICLE 25
DISCIPLINARY ACTION AGAINST MEMBERS OF THE
PROFESSIONAL STAFF

- 25.01 Any member of the professional staff called before the administration or Board for reprimand or other disciplinary action shall be subject to the following provisions:
- 25.02 Advance notice to the teacher in writing by the administrator stating purpose of the meeting provided however, if in the opinion of the administrator or Board the urgency of the circumstances so warrant, advance written notification of the time, place and purpose of the meeting shall not be required.
- 25.03 Teachers shall have the right of representation in such meetings.
- 25.04 Meetings for this purpose shall not be in the presence of students, parents, or other teaching staff.
- 25.05 A written report of said meeting shall be provided within five (5) school days by the administrator or Board Treasurer in triplicate including the following:
- A. Date of the meeting.
 - B. Purpose.
 - C. Parties in attendance.
 - D. Issues of concern raised by Administrator/Board.
 - E. Comments of teacher.
 - F. Directives issued (e.g., warning, discipline, recommendations, etc.)
 - G. Signature by teacher following a statement that the signature indicates receipt of a copy and an opportunity to read the report but does not necessarily mean agreement with each or any of the comments contained therein.
 - H. The original shall be placed in the teacher's personnel file, a copy provided to the teacher, and a copy retained by the administrator or Board Treasurer.
- 25.06 Routine directives relating to the day-to-day operation of the building or the professional staff shall not be within the scope of this Article.
- 25.07 Any meeting, conference or other communication required by or provided for in Article 24 (Evaluation) or Article 26 (Fair Dismissal) shall not be within the scope of this Article.

ARTICLE 26
FAIR DISMISSAL

26.01 Teacher employment may be ended by the Board in keeping with provisions of the Ohio Revised Code and Policies of this Board.

26.02 TERMINATION OF EXISTING CONTRACTS

Termination of a teacher's individual contract shall be according to Sections 3319.16 & 3319.161 ORC.

26.03 NONRENEWAL OF A TEACHER'S LIMITED CONTRACT

- A.
1. A building level administrator who is requested by the Superintendent to make recommendations relative to continued employment or individual contract status of teachers shall provide in writing to the affected teacher reasons why a recommendation for nonrenewal of said contract is being made. Such nonrenewal shall only be for just cause except that a teacher may be released at the conclusion of the first one-year probationary contract of employment for any reason or reasons related to performance. The initial one-year probationary contract is intended to supersede R.C. Sections 3319.11, 3319.111, and any other applicable provisions of law.
 2. Teachers with three (3) or less years of experience in the district and not recommended for contract renewal by the building level administrator shall be presented with documentation of assistance offered, recommendations made to improve weaknesses and follow-through by the administration that supports the recommendation of contract nonrenewal.
 3. If the Superintendent intends to recommend to the Board nonrenewal of a teacher's limited contract and his reasons are other than or in addition to those previously given, said reasons shall be given to the teacher. The teacher shall have a right to a meeting with the Superintendent at least ten (10) school days prior to the Superintendent's official recommendations to the Board. The teacher shall have the right to a VLTA member as a representative at such meeting.
 4. Teachers with more than three (3) years of experience in the district and not recommended for contract renewal by the building level administrator and/or Superintendent shall be given an opportunity to address the Board prior to official action of the Board to not renew his/her contract (with the right of a VLTA member as a representative if in executive session).
- B.
1. When the Board takes issue with recommendations to renew a teacher's limited contract and there is a question as to whether or not that contract will be renewed, the teacher shall be so notified.

2. Teachers with more than three (3) years of experience in the district who are notified of intent to not renew shall be given the opportunity to address the Board prior to official action of the Board to not renew his/her contract (with the right of a VLTA member as a representative if in executive session). Within ten (10) school days following such meeting, the Board shall notify the teacher of its decision.
3. The provisions of this Article replace and supersede the provisions of R.C. 3319.11 regarding meetings and hearings with the Board of Education following a nonrenewal.

ARTICLE 27
TRANSFERS AND PROMOTIONS TO VACANT OR NEW POSITIONS

27.01 PROMOTIONS TO VACANT OR NEW SUPERVISORY POSITIONS

- A. The Board declares its support of a policy of filling vacancies in supervisory positions from within its own teaching staff, provided that they have satisfactory qualifications and certification as determined by the Superintendent.
- B. When new positions or vacancies in supervisory positions occur, the Superintendent shall post notice of the position with the job title on a bulletin board in each school building for five (5) working days before the position is filled. Notification of such vacancy will be sent to the Association President.

Any teacher interested in being promoted to the new supervisory position or vacancy shall notify the Superintendent in writing during the five (5) day working period the position is posted.

- C. During the summer months, the Superintendent will notify the VLTA President of any new or vacant supervisory positions as they occur. Any teacher interested in a supervisory position must indicate as much on the Superintendent's annual intent form when it is sent to the County Office each spring.

The Superintendent will compile a list of those people interested in new or vacant supervisory positions and deliver it to the VLTA President before school dismisses for the summer.

Any teacher notified of these positions in the summer months shall have seven (7) days from the postmark on the notification to the VLTA President to notify the Superintendent in writing of his/her interest.

- D. A candidate with less seniority overall than other candidates from the district shall not be awarded such position unless his/her qualifications shall be deemed better by the Superintendent.

27.02 VOLUNTARY TRANSFER

The Superintendent, acting on a request for a transfer, shall consider:

- A. Individual qualifications;
- B. Instructional requirements;
- C. Staff availability and experience;

- D. Seniority in the district, where the foregoing factors are substantially equal among two (2) or more applicants for voluntary reassignment or transfer.

27.03 VACANCIES

- A. All teaching vacancies shall be posted in the Board of Education Building and in the schools not later than five (5) working days following the Board action. Each posting shall contain the following information: job title, school location, grade level, and certification required. Teachers who desire a change in grade and/or subject assignment, or who desire a transfer to another building, shall so indicate in writing on a request form to be provided by the Board within five (5) working days of the posting of the vacancy.

- B. The Superintendent shall consider such requests in accordance with the criteria specified in paragraph 27.02 A above.

- C. During the summer months, the Superintendent's office will notify the VLTA President of any new or vacant positions as they occur. New positions or vacancies shall be posted as they occur on the district's designated telephone number.

The Superintendent will compile a list of those people interested in new or vacant positions and provide a copy to the VLTA President before school dismisses for the summer.

27.04 INVOLUNTARY TRANSFER

A teacher being involuntarily transferred will be placed only in a position which involves no reduction in rank or in total compensation and no impairment of tenure. No involuntary transfer shall be made after July 15 without a meeting between the teacher involved and the Superintendent at which time the teacher will be notified in writing of the reasons. The Superintendent will report to the Board at its next meeting all involuntary transfers after July 15 and during the school year. Included in the report will be the reasons for the transfer. No teacher will be transferred arbitrarily, capriciously or without rational basis.

27.05 TRANSFER

A transfer shall be defined as a change in the teacher's assigned grade level, subject, or change in building assignment(s).

ARTICLE 28
REDUCTION IN FORCE

- 28.01 A reasonable reduction in instructional staff members may be made for any of the following reasons:
- A. A substantial decrease or loss of funds available to the Board.
 - B. A substantial reduction in pupil enrollment.
 - C. The discontinuance of a particular type of teaching service or program, providing that such a discontinuance is not for arbitrary or discriminatory reasons.
 - D. Changes in school district size which would reasonably require staff reductions.
 - E. The return to service of a teacher from a leave of absence.
- 28.02 If the Board is contemplating the layoff of any teachers, it will so notify the Association at least sixty (60) days before the proposed effective date of the layoff, except in cases of emergency. Such notice will be in writing and will include the specific positions to be affected, the proposed time schedule, and the reasons for the proposed action. Within ten (10) days after receiving the aforesaid notice, the Board will, if requested to do so, enter into negotiations with the Association regarding the need for, manner of implementation and impact of, and other aspects of the contemplated layoffs and will in connection therewith make available to the Association, at Board expense, all relevant data. Any teacher who is laid off will be notified in writing at least thirty (30) days before the effective date of the layoff, except in cases of emergency. Such notice will include the proposed time schedule and the reasons for the proposed action.
- 28.03 Reduction in force shall occur by suspension of contract. Bargaining unit members shall be laid off in reverse seniority order, with the least senior member laid off first, etc. Seniority shall be calculated in accordance with Section 28.04.
- A. A teacher who is notified that he/she is to be laid off will have the right to displace any less senior teacher whose work he/she is certificated to perform. Written notice of intent to exercise this right must be given to the Superintendent, with a copy to the Association, within ten (10) days after a teacher is notified that he/she is to be laid off. Within ten (10) days after he/she receives such notification, the Superintendent will notify the less senior teacher that he/she is to be displaced.
 - B. A teacher who displaces another teacher will be placed on the proper step of the salary schedule for the new position according to his/her experience and education and will retain all of his/her accrued benefits.
 - C. A teacher who is to be displaced pursuant to this Section will have the same displacement rights vis-à-vis (vis-a-via) less senior teachers as a teacher who is to be laid off pursuant to Section A above.

28.04 Seniority shall be defined as the length of continuous service in the Vinton County Local School District from the teacher's most recent date of hire. Seniority will continue to accrue during all paid leaves of absence and for a period of two (2) years from the effective date of a layoff. Seniority will not be broken by unpaid leaves of absence or employment by the Board in a position outside the bargaining unit, but such time will not be counted in computing seniority.

Ties in seniority shall be broken by the following method to determine the most senior member:

- A. The member with the first day worked; then
- B. The member with the earliest date of employment (date of Board action to hire); then
- C. By lottery, with the most senior member being the one whose name is drawn first, etc. The Association President shall be present at the selection of names.

28.05 Not later than October 15 of each school year, the Superintendent will provide the Association with a list showing the seniority of each teacher employed by the Board and will, thereafter, promptly notify the Association of any changes in said list. The Superintendent will at all times have available in his office a current seniority list which can be inspected during regular working hours by any teacher and/or the Association.

The list shall include the following information:

- 1. Teacher's name
 - 2. Date of most recent initial employment
 - 3. Contract status
 - 4. Areas of certification
 - 5. Employment status
- 28.06 A. If there is a vacancy in a bargaining unit position, laid-off teachers who are certificated to perform the work in question will be recalled in seniority order.
- B. If a laid-off teacher has been recalled to a position other than that which he/she held immediately prior to his/her layoff, he/she will remain eligible for recall in accordance with the provisions of subsection A above.

- C. Notice of recall will be given by telegram or registered mail to the last address given to the Board by a teacher. A copy of the notice of recall will be given to the Association. If a teacher fails to respond in writing within ten (10) days after receipt of the above notice of recall, he/she will be deemed to have refused the position offered.

 - D. A teacher who is laid-off will remain on the recall list for twenty-four (24) months after the effective date of his/her layoff unless he/she:
 - 1. waives his/her recall rights in writing,
 - 2. resigns,
 - 3. fails to accept recall to the position that he/she held immediately prior to layoff or to a substantially equivalent position,
 - 4. fails to report to work in a position that he/she has accepted within ten (10) days after receipt of the notice of recall unless such employee is sick or injured and so verifies in writing. If a teacher has secured temporary employment elsewhere, he/she will be allowed two (2) days additional time before being required to report to work.

 - E. While on layoff, a teacher will have the option to remain an active participant in fringe benefit programs by contributing thereto the amount he/she would have been required to contribute if actively employed.
- 28.07 All benefits to which a teacher was entitled at the time of his/her layoff, including unused accumulated sick leave will be restored to him/her upon his/her return to active employment, and will be placed on the proper step of the salary schedule for his/her experience and education. A teacher will not receive increment credit for time spent on layoff nor will such time count toward fulfillment of time requirements for acquiring tenure.
- 28.08 No vacancy in a bargaining unit position will be filled by the Board until the procedures set forth in this Article have been complied with.

ARTICLE 29
LEAVE PROVISIONS

29.01 SICK LEAVE

- A. Each full-time certified employee will receive fifteen (15) days sick leave per year at the rate of 1 1/4 days per month for twelve (12) months in accordance with ORC 3319.141.
- B. Each part-time employee will receive 1 1/4 days sick leave for each completed month or fractions thereof of service in accordance with ORC 3319.141.
- C. The cumulative days of sick leave will be unlimited and shall be shown on each pay check stub.
- D. New employees will receive credit for sick leave accumulated in other public school districts in Ohio or other public agencies in Ohio. It will be the responsibility of the new employee to obtain a certified record of the accumulated sick leave from the former employer and to furnish it to the Treasurer.
- E. Sick leave days may be used to cover absences for personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees or students and for illness or death in the immediate family.

The Superintendent will require an employee to furnish a satisfactory written, signed statement to justify the use of sick leave. If professional medical attention is required by the employee or member of the employee's immediate family, a certificate from a licensed physician will be required by the Superintendent to justify the use of sick leave.

Falsification of either the signed statement or a physician's certificate shall be grounds for disciplinary action that may include dismissal.

- F. Employee's immediate family for this policy shall include: spouse, children, father, mother, brother, sister, grandparents, grandchildren, in-laws, aunts, uncles, nieces, nephews, step-children, step-parents, step-brother, step-sister, and others as approved by the Superintendent.
- G. Up to six weeks of sick leave may be used by an employee who adopts a child under the age of five. FMLA leave will run concurrently with any sick leave used. If both parents are employees of the district, only one six-week period of sick leave is allowed and only one of the employees may be absent on any given day.
- H. Teachers utilizing such leave shall be replaced by a substitute according to the board-adopted policy, if possible.

- I. New teachers shall be advanced seven (7) days sick leave. However, if a teacher leaves the district before accumulating advanced sick leave day(s), such days will be deducted from the teacher's last pay.
- J. Any certificated employee may transfer up to three (3) sick leave days in a school year to any other certificated employee who has exhausted his/her accumulated sick leave as a result of extended illness. A maximum of 120 days of sick leave may be transferred for the benefit of the ill employee. These days will act as accumulated sick leave for the said employee.
- K. Unused sick leave days may be surrendered annually for payment under the following terms:

Annual Days Absent*	Maximum Days <u>Eligible*</u>	Daily <u>Rates***</u>
0	10%	35%
1	10%	30%
2	10%	25%
3	10%	20%

Requests for payment must be submitted in writing to the Board's Treasurer not later than ten (10) calendar days after the close of the school year. Payment should be made within sixty (60) days of the request.

Qualifications would be limited to those who have been employed by the Vinton County Local School District a minimum of five (5) years. Sick leave days surrendered under this policy shall be limited to those days earned while employed by the Vinton County Local School District.

*Annual Days Absent indicates the number of days used as sick leave during any given school year.

**Maximum Days Eligible indicates the percentage of all sick leave accumulated in the Vinton County Local School District which can be surrendered in any given year.

***Daily Rate indicates the percentage of the per diem rate that each day surrendered under this policy is worth.

29.02 MILITARY LEAVE

Any member of the instructional staff who is required to accept military service in the time of national emergency, or who is called to active duty in the armed services, or who enlists in a branch of the armed services, shall be granted unpaid leave of absence. During such leave, said member of the instructional staff may be considered as if he has been performing assigned duties by the Board and granted full time in determining seniority or establishing placement on the salary schedule upon return from such service. ORC 3319.14, no provision of this Article will conflict or cause any member of the instructional staff to lose the benefits of ORC 5923.05.

29.03 JURY DUTY LEAVE

When it becomes necessary for a teacher to accept jury duty, the teacher shall be paid the difference between his jury duty pay and his regular salary for the number of days involved. Such leave shall not be deducted from any other type of leave. When granted such leave, the teacher shall be replaced by a qualified substitute, if possible, according to Board-adopted policy.

29.04 PROFESSIONAL LEAVE

- A. Any certified employee may be granted up to three (3) days leave per year with pay for attendance at meetings or conferences of an instructional nature or visitation that can be beneficial in improving said employee's abilities in performing his duties. Prior approval of the building administrator and Superintendent must be secured. The administrator may require a written summary of the meeting or conference. Said employee shall request at least two (2) weeks in advance of professional program when possible and shall be notified of the decision not later than five days after the request has been received by the Superintendent. When circumstances make it impossible to meet the above time schedule, the required time will be waived.
- B. Mileage expense incurred by an employee granted such leave will be reimbursed at the IRS rate in effect on the previous July 1 up to \$.60 per mile for each school year (so that rate change will be effective September 1 for each new school year), in addition to registration fees, a maximum of thirty dollars (\$30) per day for meals, and a maximum of eighty dollars (\$80) per night for overnight accommodations upon filing the appropriate expense form with receipts with the Superintendent. The maximum reimbursement an employee may receive per year for professional leave shall be five hundred dollars (\$500). Sharing of mileage and overnight accommodations shall be encouraged when appropriate.
- C. Mileage expenses incurred by a teacher attending a conference or meeting of an instructional nature outside of school time, including Saturdays and Sundays, shall be reimbursed to the employee upon filing an expense form with the Superintendent. Prior approval of the Superintendent must be secured.

- D. Any in-service training required by any educational agency shall not be counted as professional leave as outlined in this policy.
- E. A classroom teacher granted such leave shall be provided a substitute, if possible, according to the Board-adopted policy.

29.05 ASSOCIATION LEAVE

- A. The Association shall be granted ten (10) teacher days leave with pay per year for its members to attend non-local professional association meetings that can not be attended at times other than normal school days. Two (2) of these days annually may be used for local association business by the President.
- B. Such leave shall be granted upon written notice from the Association President at least two (2) days in advance to the offices of the building principal and the Superintendent.
- C. Such written notice shall include the name of the Association representative(s), date(s) leave is requested, and place and title of the meeting for which leave shall be used.
- D. A classroom teacher granted such leave shall be replaced by a substitute according to Board-adopted policy.
- E. Any Association member who is elected or appointed to governing bodies or committees of the Southeastern, Ohio or National Education Association shall be granted leave with pay to attend meetings of such bodies. Such leave shall be counted as part of the Association leave as outlined in Part A of this policy.

29.06 LEAVE OF ABSENCE

- A. The Board may grant a member of the instructional staff up to two (2) years leave of absence without pay for personal or family health reasons, for continuing education or election or appointment to office in a professional organization, upon receipt of written request by that member of the instructional staff.
- B. Members of the instructional staff on such leave shall be carried on the roll of board employees and shall receive insurance and other similar benefits while on such leave provided they pay the premiums or other such fees. The employee must notify the Board of Education of his intentions regarding his returning to employment by April 1 of the year his leave of absence is to be completed. Upon return from such leave, the instructional staff member shall be given his same assignment or comparable assignment held prior to taking such leave.

- C. Board approved insurance shall be made available to members of the bargaining unit on such leave provided each insurance carrier approves. Members desiring to continue to carry the insurance program while on unpaid leave must pay the premiums and other fees to the Treasurer on the monthly date specified. Failure to pay the premiums on the designated date(s) shall result in the loss of insurance coverage.
- D. Upon the return to service of a teacher at the expiration of a leave of absence, he shall resume the contract status which he held prior to such leave.

29.07 PERSONAL LEAVE

- A. At the beginning of each school year, each certificated employee shall be entitled to three (3) days to be used as personal leave in accordance with provisions below. Such leave as specified in this policy shall be non-accumulative. Approval shall be given within 24 hours of request, if possible.
- B. An individual planning to use such leave should notify his immediate superior of such intent at least three (3) days in advance of using it. The application form must be completed and approved by the immediate superior prior to taking personal leave. However, in the case of an emergency situation, notification of the immediate superior should be as soon as possible and the application form can be completed upon return to school.
- C. Personal leave days shall not be used consecutively except in an emergency situation. Personal leave days shall not be used on any school day immediately preceding or following any holiday period.
- D. Personal leave shall be granted to conduct personal matters which can not be handled except during school hours.
- E. Personal Leave Incentive

A teacher may cash in personal days by filing a written request with the Treasurer's Office on or before the last teachers' workday of the school year. Payment will be made by the last pay in June based on the following:

Cash in 3 days:	\$200.00
Cash in 2 days:	\$125.00
Cash in 1 day:	\$ 75.00

In lieu of the cash option, a teacher who has used no personal leave during the school year may elect to convert the three (3) unused days of personal to two (2) sick leave days to be added to the teacher's accumulated sick leave.

The Labor/Management Committee may review the provision and make recommendations to the Board at any time.

29.08 COURT LEAVE

- A. If a member of the instructional staff is required to appear in court, such leave will not be deducted from any other leave and said employee will receive full pay and benefits for such absence, for a maximum of five (5) days.

29.09 ASSAULT LEAVE

- A. Whenever a teacher is absent from employment and unable to perform his duties as a result of personal injury sustained by assault from a student or parent resulting in their inability to perform their duties, he/she will be paid his/her full salary for the period of his absence, less the amount of any workmen's compensation award made for disability due to said injury, up to and including twenty (20) days assault leave. Such absence will not be charged to his/her sick leave.
- B. Said teacher will provide a physician's statement relative to his injuries and inability to perform duties.

**ARTICLE 30
INSURANCE PROGRAMS**

30.01 The Board shall provide for members of the instructional staff a comprehensive major medical insurance program.

30.02 The following employee premium cost sharing shall apply:

SCHOOL YEAR	SINGLE	FAMILY
1996-1997	\$15.77 per month*	\$42.63 per month*
1997-1998	\$20.76 per month*	\$56.10 per month*
1998-1999	\$11.86 per month	\$32.06 per month
1999-2000	\$16.36 per month	\$44.06 per month
2000-2001	\$16.36 per month	\$44.06 per month
2001-2002	\$16.36 per month	\$44.06 per month
2002-2003	7.5% of the total cost**	7.5% of the total cost**
2003-2004	7.5% of the total cost**	7.5% of the total cost**
2004-2005	7.5% of the total cost**	7.5% of the total cost**
2005-2006	7.5% of the total cost**	7.5% of the total cost**
2006-2007	7.5% of the total cost**	7.5% of the total cost**
2007-2008	7.5% of the total cost**	7.5% of the total cost**
2008-2009	7.5% of the total cost**	7.5% of the total cost**
2009-2010	7.5% of the total cost**	7.5% of the total cost**
2010-2011	10% of the total cost**	10% of the total cost**
2011-2012	11% of the total cost**	11% of the total cost**
2012-2013	12% of the total cost**	12% of the total cost**
2013-2014	13% of the total cost**	13% of the total cost**

*renegotiated at \$11.86 single and \$32.06 family per month.

**prorated and paid monthly by deduction from pay as in the past, effective September 1 of each school year.

30.03 Single coverage and family coverage major medical insurance for the employee and immediate family, namely spouse and children.

30.04 If the husband and wife are both employed in the Vinton County Local School District, the Board shall contribute to only one family plan.

30.05 Forty thousand dollar (\$40,000) term life insurance policy for employee, effective September 1, 2011.

30.06 A 100% paid group dental insurance program for both the individual and his/her family.

30.07 Carriers for the insurance coverage in this Article (Article 30) must be mutually agreeable to both the Board of Education and the VLTA.

30.08 Any teacher who is employed less than full-time shall contribute the employee's share of the insurance premium and a pro-rata portion of the health insurance costs based upon the percentage of time worked. For example, a teacher who is employed half-time would pay the employee's share of the premium plus one-half of the Board's share, and a teacher who is employed on a 60% basis would pay the employee's share plus 40% of the Board's share. The effective date of 30.08 shall be July 1, 2012.

30.09 The Board's contribution to eligible employees' Health Savings Accounts shall be the following percentages of each employee's health insurance deductible:

2011-12	84%
2012-13	83%
2013-14	82%

30.010 There shall be a cap on the Board's share of the insurance premium increase between each insurance plan year. The cap shall be nineteen percent (19%) for January 1, 2012, eighteen percent (18%) for January 1, 2013, and seventeen percent (17%) for January 1, 2014, and in each insurance plan year thereafter. Should the Board's insurance premium increase be greater than the cap, a committee of Association and Board representatives shall be formed to recommend to the Board adjustments to the schedule of benefits or otherwise change the plan and/or the insurance carrier so that the increase shall be held to the cap. Should the committee be unable to recommend an adjustment for the Board to act upon to hold the increase to the cap, the Board will implement adjustments to hold the increase to the cap and to provide insurance for all bargaining unit members.

30.011 Health Insurance Opt-Out Incentive Plan

A. Eligible Participants

Full time bargaining unit members who are currently insured under the health insurance plan provided in this Agreement and, who may be insured under another health insurance plan, may elect to opt-out of the Board-approved health insurance plan for the following school year by completing the Application For Participation In Health Insurance Conservation Incentive Plan. The Board will make the triplicate copy form available to bargaining unit members. This form will be filled out by the bargaining unit member and delivered to the Treasurer's office for the Treasurer's signature and date stamp by the final work day of the school year. New teachers hired over the summer must fill out the form and deliver to the Treasurer's office for the Treasurer's signature by the date the new employee signs his/her contract. The bargaining unit member shall deliver one copy to the Association President, and shall retain a copy.

- B. Each eligible bargaining unit member electing to opt-out of (waive) the Board-approved health insurance plan shall receive an incentive payment equal to two thousand three hundred dollars (\$2,300). To be eligible, a bargaining unit member must produce (if requested) a copy of the opt-out request form with a timely date stamp of the Treasurer's office. A bargaining unit member will be paid an amount for the insurance opt-out with a reduction of one hundred and ninety-one dollars and 66 cents (\$191.66) for each month that an employee delayed in filing the required opt-out request form with the Treasurer's office. A bargaining unit member may not grieve any failure to pay an opt-out or failure to pay the full opt-out amount, unless he/she or the Association President can produce a copy of the request form with the two necessary signatures and a timely date stamp.
- C. Involuntary Changes In Insured Status
- Any eligible bargaining unit member who elected to opt-out of the health insurance plan provided by this Agreement who involuntarily loses other insurance coverage through the unemployment of spouse, death of spouse, or divorce from spouse will be permitted to enroll in the Board approved health insurance plan(s). Notice of intent to enroll will be provided to the Treasurer not later than the third Monday of the month following a qualifying event with coverage to be effective the first day of the following month.
- D. Voluntary Changes in Insured Status
- Subject to provisions of paragraph C above, any bargaining unit member who elected to opt-out of the Board approved health insurance plan provided in this Agreement may enroll in the Board approved health insurance plan(s) during the next annual enrollment period. Any such members shall notify the Treasurer that he/she intends to re-enroll in the Board approved health insurance plan(s).
- E. Reimbursement Date
- Eligible members opting-out of the health insurance plan provided in this Agreement shall be reimbursed in accordance with the provisions of paragraph B above in a lump sum payment the second pay in June on an annual basis.
- F. These waivers of coverage shall be treated as part of the District's qualified cafeteria plan subject to Section 125 of the Internal Revenue Code and shall be subject to all its requirements.
- G. Retired teachers who are rehired shall opt-out of insurance coverage pursuant to paragraph B above or shall request the Board to pay a share of the cost of an STRS family or single plan, which share shall be the same percentage as the Board pays for other teachers' insurance costs.

- 30.012 An Ad Hoc Insurance Committee, composed of the Association President; two (2) Association members appointed by the Association President; the Superintendent; and two (2) administrators appointed by the Superintendent; shall be appointed specifically for the purpose of reviewing the present insurance plan(s) to make recommendations to the members of the Association and the Board for approval cost containment provisions designed to either stabilize and/or reduce the current cost of insurance.
- 30.013 The Board shall implement a Section 125 Plan to enable employees to pay for their premium contribution with pre-tax dollars.

The set-up fee and the annual administrative fee per participant for the Section 125 Plan will be paid by the Board.

ARTICLE 31
SUMMER SCHOOL, EVENING SCHOOL, AND FEDERAL AND
OTHER SPECIAL PROGRAMS

- 31.01 At the beginning of each school year, all teachers who so desire may submit their application to the Superintendent for extra pay teaching assignments.
- 31.02 All openings for summer school positions and for positions under federal and other special programs shall be publicized by the Superintendent at least one month before the deadline for application, if possible. All applications for employment will be available in the central office at least two (2) weeks prior to the deadline for applications for such positions.
- 31.03 Positions in the summer school and evening school and positions under federal and other special programs will be filled first by regularly appointed teachers in the Vinton County system if they meet qualifications and competency criteria.
- 31.04 In filling such positions, consideration will be given to a teacher's area of competence, majors and/or minor fields of study, quality of teaching performance, attendance record, length of service in the Vinton County school system; and in regard to summer school or evening school positions, previous summer school or evening school teaching experience.
- 31.05 Monetary compensation for grant positions will be commensurate with comparable positions unless funding guidelines dictate otherwise.
- 31.06 If a teacher new to the district agrees to take a contract based upon targeted grant monies, when that contract expires, the teacher is nonrenewed. This nonrenewal supersedes Article 26.03, O.R.C. 3319.11 and O.R.C. 3319.111, except that said teacher will receive notification of nonrenewal prior to April 30th of the year in which the contract expires.
- 31.07 Certified full-time teachers of the district, performing hourly tutoring, shall be paid \$18.00 per hour. Substitutes, part-time teachers and/or tutors hired on an as-needed basis shall be paid up to \$13.00 per hour.

ARTICLE 32
PAYROLL DEDUCTIONS AND PAYROLL

- 32.01 Certified employees may sign and deliver to the Board an authorization for deduction from their paycheck membership dues and assessments of the Association and its affiliates. Such authorization shall continue in effect until such time that said individual gives written notice to the Treasurer of the Board to discontinue such deductions or employment with the Board terminates. Such authorization or notice to discontinue must be filed with the Treasurer by October 25 in the year such deductions are to begin.
- 32.02 Deductions shall be made in ten (10) equal monthly installments beginning with the second pay in November and continuing with each second paycheck thereafter for the following nine (9) months.
- 32.03 All money so deducted shall be forwarded monthly to the Ohio Education Association as stipulated by agreement between the Association and the Board Treasurer.
- 32.04 If any employee's employment is terminated before completing all dues payments authorized by him/her, the unpaid balance will be deducted from the final check received by said employee and will be remitted in the manner as the regular monthly deductions.
- 32.05 The treasurer of the Association shall notify the Treasurer of the Board by October 25 of each year the amount of dues to be deducted for each association category which is authorized under this policy.
- 32.06 Teachers hired after the school year begins shall have 15 working days to notify the Treasurer of the Board as to authorization for membership dues deduction. These are to be made in equal monthly payments through August.
- 32.07 Certified employees may sign up for insurance programs and investment programs which have been accepted by the Board. The Treasurer of the Board shall deduct from the employee's checks payments to such programs in amounts as may be required by the contracts between the Board and companies involved.
- 32.08 The Treasurer shall take the following steps so that teaching employees are not overpaid and do not have three weeks between pay days: In any year when 27 pay periods (pay days) will occur, the annual salary of each employee shall be computed and then divided over 27 pays. Every year thereafter in which twenty-seven (27) bi-weekly pays would otherwise occur (approximately every seven (7) years), the same procedure shall be applied.
- 32.09 Effective January 1, 2012, all employees shall use direct deposit.

ARTICLE 33
TRANSPORTATION REIMBURSEMENT FOR TRAVELING TEACHERS

- 33.01 Teachers who have regular assignments in more than one building or by nature of their assignment require travel during their regular day, or their substitutes, shall be reimbursed at the IRS rate in effect on the previous July 1 up to \$.52 per mile for 2007-2008, \$.56 per mile for 2008-2009, and \$.60 per mile for 2009-2010. Mileage will be measured daily from the first school to the final school. Teachers will submit travel vouchers monthly and will be paid within twenty (20) calendar days after submission.

ARTICLE 34
TUITION REIMBURSEMENT

- 34.01 The Vinton County Local Board of Education recognizes that the program of continuing education and training for teachers is beneficial to the education of children in the school district. Accordingly, the Board agrees to appropriate an amount not to exceed \$30,000 for 2007-08, \$35,000 for 2008-09, and \$40,000 for 2009-10 from which it will reimburse an amount no greater than 50% of the tuition costs of any teacher upon satisfactory completion by the teacher of college credit hours beyond a Bachelor's Degree. (For the purpose of this Article, satisfactory shall be defined as a "B" grade or the equivalent.)
- 34.02 No teacher shall be reimbursed for more than twelve (12) quarter hours or nine (9) semester hours in one calendar year. For the purposes of this Article, the year is from January 1 through December 31.
- 34.03 The credit hours taken by the teacher must be in the field of public education and fit within the parameters of the Vinton County Local School District Educational Goals.
- 34.04 Reimbursement will be made the second pay period after December 31 to teachers still employed by the Vinton County Local Board with written approval from the Superintendent's Office.
- 34.05 In the event that the demand for tuition reimbursement exceeds the available amount, tuition payments will be made on a pro-rata basis, with the amount of money available and the number of credits involved becoming the determining factors.

ARTICLE 35
SEVERANCE PAY

35.01 In accordance with the provisions of the Revised Code, the Vinton County Local Board of Education shall, upon the retirement from active service of any employee, grant payment for such employee's accrued, but unused sick leave on such terms and conditions as herein stated.

35.02 The maximum payment which shall be granted shall not exceed 1/4 of all days of the accumulated, but unused, sick leave up to a maximum of:

Forty-Five (45) days	in 1997-1998
Forty-Six (46) days	in 1998-1999
Forty-Seven (47) days	in 1999-2000
Forty-Eight (48) days	in 2000-2001
Forty-Nine (49) days	in 2001-2002
Fifty (50) days	in 2002-2003
Fifty-One (51) days	in 2003-2004 and in years beyond

Such payment shall be granted only upon the application therefor; such application must be made within sixty (60) days from the effective date of such retirement. Payment shall be made only once to any employee. Payment shall be made within ninety (90) days from the date of retirement as certified by the appropriate retirement system and shall be based upon such employee's rate of pay at the time of retirement.

35.03 The Treasurer of the Board of Education shall determine the daily rate of payment by dividing the actual number of days included in the term of service under the employee's current contract into his/her current annual salary, and multiplied by 1/4 of the accrued, but unused, sick days.

35.04 A teacher who retires with thirty (30) years but less than thirty-one (31) years of service according to STRS rules, is eligible for a severance bonus of \$40,000, payable in four installments of \$10,000, with the first installment to be paid by the time of the second payroll in January following the retirement date, and each subsequent installment by the time of the second payroll in January of the following three years.

To be eligible, the teacher must file a letter with the Treasurer stating (1) retirement effective date, and (2) amount of severance bonus applied for by January 1 for a teacher retiring at the end of a school year, and if a teacher is retiring mid-year, the letter must be filed at least 6 months before the retirement date.

ARTICLE 36
SALARY - REGULAR

36.01 Wages

2011-12	1.00% increase on base salary
2012-13	1.25% increase on base salary
2013-14	1.50% increase on base salary

36.02 In December 2011, each bargaining unit member shall be paid \$500.00.

36.03 The Board agrees that the base pay (BA with no experience) shall be as follows:

1996-97 school year - \$19,500
1997-98 school year - \$20,000
1998-99 school year - \$20,600
1999-00 school year - \$21,218
2000-01 school year - \$21,855
2001-02 school year - \$22,838
2002-03 school year - \$23,752
2003-04 school year - \$24,465
2004-05 school year - \$25,444
2005-06 school year - \$26,207
2006-07 school year - \$26,731
2007-08 school year - \$27,533
2008-09 school year - \$28,084
2009-10 school year - \$28,645
2010-11 school year - \$28,931
2011-12 school year - \$29,220
2012-13 school year - \$29,585
2013-14 school year - \$30,029

SALARY SCHEDULE:**2011-2012 School Year - \$29,220**

STEP	BA	5 YR	MA	MA +15	MA +30
0-3	32,551	34,188	36,379	37,179	37,579
4	33,662	35,473	37,840	38,640	39,040
5	34,772	38,045	40,762	41,562	41,962
6	36,993	39,331	42,223	43,023	43,423
7	38,103	40,616	43,684	44,484	44,884
8	39,214	41,902	45,145	45,945	46,345
9	40,324	43,188	46,606	47,406	47,806
10	41,434	44,473	48,067	48,867	49,267
11	43,655	47,045	50,989	51,789	52,189
12	44,766	48,330	52,450	53,250	53,650
13	45,876	49,616	53,911	54,711	55,111
14	46,986	50,902	55,372	56,172	56,572
15	48,097	52,187	56,834	57,634	58,034
16	48,097	52,187	56,834	57,634	58,034
17	48,097	52,187	56,834	57,634	58,034
18	48,097	52,187	56,834	57,634	58,034
19	48,097	52,187	56,834	57,634	58,034
20	50,025	54,262	59,113	59,913	60,313
21	50,025	54,262	59,113	59,913	60,313
22	50,025	54,262	59,113	59,913	60,313
23	50,025	54,262	59,113	59,913	60,313
24	50,025	54,262	59,113	59,913	60,313
25	50,493	54,788	59,668	60,468	60,868
26	50,493	54,788	59,668	60,468	60,868
27	50,741	55,051	59,960	60,760	61,160
28	50,741	55,051	59,960	60,760	61,160
29	50,989	55,314	60,252	61,052	61,452
30+	50,989	55,314	60,252	61,052	61,452

SALARY SCHEDULE:**2012-2013 School Year - \$29,585**

STEP	BA	5 YR	MA	MA +15	MA +30
0-3	32,958	34,615	36,834	37,634	38,034
4	34,082	35,916	38,313	39,113	39,513
5	35,206	38,520	41,271	42,071	42,471
6	37,455	39,822	42,751	43,551	43,951
7	38,579	41,123	44,230	45,030	45,430
8	39,703	42,425	45,709	46,509	46,909
9	40,828	43,727	47,188	47,988	48,388
10	41,952	45,029	48,668	49,468	49,868
11	44,200	47,632	51,626	52,426	52,826
12	45,325	48,934	53,106	53,906	54,306
13	46,449	50,236	54,585	55,385	55,785
14	47,573	51,538	56,064	56,864	57,264
15	48,697	52,839	57,543	58,343	58,743
16	48,697	52,839	57,543	58,343	58,743
17	48,697	52,839	57,543	58,343	58,743
18	48,697	52,839	57,543	58,343	58,743
19	48,697	52,839	57,543	58,343	58,743
20	50,650	54,940	59,851	60,651	61,051
21	50,650	54,940	59,851	60,651	61,051
22	50,650	54,940	59,851	60,651	61,051
23	50,650	54,940	59,851	60,651	61,051
24	50,650	54,940	59,851	60,651	61,051
25	51,123	55,472	60,413	61,213	61,613
26	51,123	55,472	60,413	61,213	61,613
27	51,375	55,739	60,709	61,509	61,909
28	51,375	55,739	60,709	61,509	61,909
29	51,626	56,005	61,005	61,805	62,205
30+	51,626	56,005	61,005	61,805	62,205

SALARY SCHEDULE:**2013-2014 School Year - \$30,029**

STEP	BA	5 YR	MA	MA +15	MA +30
0-3	33,452	35,134	37,386	38,186	38,586
4	34,593	36,455	38,887	39,687	40,087
5	35,734	39,097	41,890	42,690	43,090
6	38,016	40,419	43,392	44,192	44,592
7	39,158	41,740	44,893	45,693	46,093
8	40,299	43,061	46,394	47,194	47,594
9	41,440	44,383	47,896	48,696	49,096
10	42,581	45,704	49,397	50,197	50,597
11	44,863	48,346	52,400	53,200	53,600
12	46,004	49,668	53,902	54,702	55,102
13	47,145	50,989	55,403	56,203	56,603
14	48,286	52,310	56,905	57,705	58,105
15	49,427	53,631	58,406	59,206	59,606
16	49,427	53,631	58,406	59,206	59,606
17	49,427	53,631	58,406	59,206	59,606
18	49,427	53,631	58,406	59,206	59,606
19	49,427	53,631	58,406	59,206	59,606
20	51,409	55,763	60,748	61,548	61,948
21	51,409	55,763	60,748	61,548	61,948
22	51,409	55,763	60,748	61,548	61,948
23	51,409	55,763	60,748	61,548	61,948
24	51,409	55,763	60,748	61,548	61,948
25	51,890	56,304	61,319	62,119	62,519
26	51,890	56,304	61,319	62,119	62,519
27	52,145	56,574	61,619	62,419	62,819
28	52,145	56,574	61,619	62,419	62,819
29	52,400	56,844	61,919	62,719	63,119
30+	52,400	56,844	61,919	62,719	63,119

SALARY SCHEDULE INDEX

	BA	5 YR	MA	MA+15 (MA Col. + \$800)	MA+30 (MA+15 Col. + \$400)
0	1.0000	1.0380	1.0950		
1	1.0380	1.0820	1.1450		
2	1.0760	1.1260	1.1950		
3	1.1140	1.1700	1.2450		
4	1.1520	1.2140	1.2950		
5	1.1900	1.3020	1.3950		
6	1.2660	1.3460	1.4450		
7	1.3040	1.3900	1.4950		
8	1.3420	1.4340	1.5450		
9	1.3800	1.4780	1.5950		
10	1.4180	1.5220	1.6450		
11	1.4940	1.6100	1.7450		
12	1.5320	1.6540	1.7950		
13	1.5700	1.6980	1.8450		
14	1.6080	1.7420	1.8950		
15	1.6460	1.7860	1.9450		
16	1.6460	1.7860	1.9450		
17	1.6460	1.7860	1.9450		
18	1.6460	1.7860	1.9450		
19	1.6460	1.7860	1.9450		
20	1.7120	1.8570	2.0230		
21	1.7120	1.8570	2.0230		
22	1.7120	1.8570	2.0230		
23	1.7120	1.8570	2.0230		
24	1.7120	1.8570	2.0230		
25	1.7280	1.8750	2.0420		
26	1.7280	1.8750	2.0420		
27	1.7365	1.8840	2.0520		
28	1.7365	1.8840	2.0520		
29	1.7450	1.8930	2.0620		
30+	1.7450	1.8930	2.0620		

36.04 The Board agrees to a salary reduction pick-up plan of employee contributions to the State Teachers Retirement System. An individual employee's gross salary will be reduced by the amount of money contributed by the Board through the pick-up plan.

36.05 INDEX

The index to be used effective with the 2001-02 school year shall be found in Appendix C.

36.06 Bargaining unit members will be placed on the salary schedule commensurate with their years of experience and training except that beginning with the 2001-02 school year, the Board shall place any newly hired teacher with three or fewer years of experience on Step 3 of the salary schedule where he/she will remain until he/she has attained four years of experience. Beginning with the 2001-02 school year, any teacher currently employed by the district with less than three years of experience shall be placed at Step 3 of the salary schedule and will remain at that step until he/she has attained four years of experience. The parties agree that additional salary steps shall not be collapsed during the term of this contract.

36.07 New employees other than retired teachers shall be credited with a maximum of ten (10) years prior teaching experience for both in and out-of-state experience.

36.08 Bargaining unit members completing additional course work, making him/her eligible to move to a different column on the salary schedule, upon verification of the completion of the additional course work in accordance with the requirements of Article 35 of this Agreement, shall be moved on September 15 and February 1 of each contract year. February 1 movement on the schedule shall be for the remainder of the contract year only.

Movement to Masters +15 column shall only occur on September 15 each year and shall be effective for the next pay only if verification of completed work is filed with the Treasurer by September 1.

36.09 Teachers employed on a substitute basis to fill a vacancy which occurs prior to the opening of school, who are subsequently employed to fill the specific vacancy for which they were employed as a substitute shall be placed on the appropriate step on the salary schedule and paid retroactively from the first date of service. Seniority shall also begin on the first date of service.

ARTICLE 37
SALARY - SUPPLEMENTAL

- 37.01 The Board agrees to the following policy regarding compensation for those members of the instructional staff who are under contract to perform duties other than their regular instructional assignments.
- 37.02 The Board agrees to hire and fill each assignment as specified below prior to the beginning of the season involved or prior to the commencement of the duties involved. If the assignment will not be fulfilled due to an insufficient number of participants, the Board may drop that assignment during the school year prior to the commencement of that assignment. If a teacher accepts a supplemental assignment and resigns prior to performing the assignment, then that teacher may be deemed ineligible to apply for any supplemental assignment for a period of one year from the date of the resignation.
- 37.03 With the exception of the positions for Athletic Director and Cheerleader Coach at the high school, payment shall be made in the first pay period following completion of the extra assignment. Payment for the Athletic Director will be divided into three (3) equal installments to be paid in the first pay periods in December, March and June. Payment for the Cheerleader Coach will be divided into two (2) equal installments to be paid in the first pay periods in December and March. Each supplemental payment shall be made on a separate check.
- 37.04 Supplemental contracts shall be awarded and non-renewed in accordance with the provisions of Section 3313.53, 3319.08, and 3319.11 ORC. Effective September 1, 2009, the provisions of ORC 3313.53 shall be superseded, such that the Superintendent may recommend to the Board employment of candidates who are not teachers of the district in supplemental positions. All supplemental contracts shall automatically nonrenew at expiration without notice.

37.05 The following per cent of base salary shall be calculated on the current base pay as set forth in Article 36 of this Agreement. Years of experience must be consecutive years of serving in a particular supplemental assignment, but years of experience shall be retained within the same sport (for example, a 7th grade basketball coach would not lose his years of experience if he moved to the high school as an assistant or head coach).

POSITION	0-2 yrs	3-4 yrs	5+ yrs
Assistant H.S. Band Director (1)	9.8	10.3	10.8
Audiovisual (1)	3.0	3.5	4.0
Baseball - Head Varsity (1)	9.8	10.3	10.8
Baseball - Varsity Assistants (2)	5.0	5.5	6.0
Basketball - Head Varsity (+\$1500 Girls' & Boys')	20.0	20.5	21.0
Basketball - Varsity Assistants (4)	9.8	10.3	10.8
Cheerleader Advisor - Head (1)	6.0	6.5	7.0
Cheerleader Advisor - Assistant (1)	3.5	4.0	4.5
County Instructional Music Coordinator (1)	7.0	7.5	8.0
Cross Country (1) H.S. & Jr. Hi	9.8	10.3	10.8
Department Chairs	1.0	1.5	2.0
Director - Play, Musical, Variety (1)	5.0	5.5	6.0
FFA Advisor (1)	2.0	2.5	3.0
FHA Advisor (1)	2.0	2.5	3.0
Flag Corp. Advisor (1)	3.5	4.0	4.5
Football - Head Varsity (1) (+\$1500)	20.0	20.5	21.0
Football Varsity Assistants (5)	9.8	10.3	10.8
French Club Advisor (1)	2.0	2.5	3.0
Golf - Head (1)	5.0	5.5	6.0
HS National Honor Society (1)	2.5	3.0	3.5
HS Student Council (1)	2.0	2.5	3.0
Jr. High Academic Club (1)	1.0	1.5	2.0
Jr. High Athletic Director (\$1,000 flat amt.)			
Jr. High Basketball - 7th (2)	8.8	9.3	9.8
Jr. High Basketball - 8th (2)	8.8	9.3	9.8
Jr. High Cheerleader Advisor (1)	2.0	2.5	3.0
Jr. High Football - 7th (1) Head	8.8	9.3	10.3
Jr. High Football - 7th (1) Assistant	5.0	5.5	6.0
Jr. High Football - 8th (1) Head	8.8	9.3	10.3
Jr. High Football - 8th (1) Assistant	5.0	5.5	6.0
Jr. High Newspaper Advisor (1)	1.0	1.5	2.0
Jr. High Student Council (1)	2.0	2.5	3.0
Jr. High Track (2)	5.0	5.5	6.0
Jr. High Volleyball - 7th (1)	5.0	5.5	6.0
Jr. High Volleyball - 8th (1)	5.0	5.5	6.0
Jr. High Wrestling (1)	8.8	9.3	9.8

POSITION	0-2 yrs	3-4 yrs	5+ yrs
Junior Class Advisor (3):			
(if 1 Advisor)	6.0	7.5	9.0
(if 2 Advisors)	3.0	3.8	4.5
(if 3 Advisors)	2.0	2.5	3.0
Majorette Advisor (1)	3.5	4.0	4.5
Newspaper Advisor (1)	3.5	4.0	4.5
Peer Tutor Coord. (not currently used)	2.0	2.5	3.0
Pep Club Advisor	2.0	2.5	3.0
Quiz Team Advisor (1)	5.0	5.5	6.0
Science Club & Olympiad Advisor (1)	4.0	4.5	5.0
Senior Class Advisor (1)	3.0	3.5	4.0
Softball - Head Varsity (1)	9.8	10.3	10.8
Softball - Varsity Assistants (2)	5.0	5.5	6.0
Sophomore Class Advisor (1)	2.0	2.5	3.0
Spanish Club Advisor (1)	2.0	2.5	3.0
Spec. Ed. Referral Committee (1)	2.0	2.5	3.0
Tennis - Head (1)	5.0	5.5	6.0
Theatre Manager	\$750 per year		
Track - Head (2)	9.8	10.3	10.8
Track - Assistant (2)	5.0	5.5	6.0
Volleyball - Assistant (2)	5.0	5.5	6.0
Volleyball - Head (1) (+\$1500)	9.8	10.3	10.8
Wrestling Head	9.8	10.3	10.8
Yearbook Advisor (1)	3.5	4.0	4.5
Faculty Council (4)	1.0	1.5	2.0
Elementary Tech Resource Coordinators (5)	\$400.00 each		
Safety Patrol Coordinators (5) (Hamden, Zaleski, Wilton)	2.5	3.0	3.5
Safety Patrol Coordinators (5) (McArthur, Allensville)	5.0	5.5	6.0

ARTICLE 38
DURATION OF CONTRACT

38.01 EFFECTIVE DATE

This contract shall be effective from July 1, 2011 through June 30, 2014, both dates inclusive.

38.02 CONTRARY TO LAW PROVISION

If any provisions of this document or any application of the document to any certificated person or persons shall be found contrary to law, then this provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect.

38.03 RENEGOTIATION

If, during the life of this Agreement, there is a change in Ohio law or Federal law, or a change in valid rules or regulations of a state or federal agency, or changes in the financial status of the district which affect any part of this contract, the parties will meet to negotiate any necessary change(s) in the contract relative to the affected provision in accordance with the provisions of Article 2.

All other provisions of this contract which are not in conflict with said changes shall continue in full force and effect in accordance with their terms.

Issues pertaining to salaries, hours, terms of employment and working conditions and other concerns of the Board of Education or the Association not covered in the negotiated agreement in the school district shall be negotiated upon request by the Board of Education or the Association.

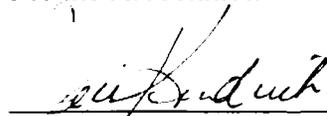
For the Board



8-15-11

Date

For the Association



8-15-11

Date

APPENDIX A

Vinton Local Teachers Association

Grievance Report Form

Grievance # _____

Distribution of Form

- 1. Superintendent
- 2. Supervisor
- 3. Association
- 4. Teacher

GRIEVANCE REPORT

Submit to Supervisor in Triplicate

Building	Assignment	Name of Grievant	Date Filed
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STEP ONE

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance _____

2. Relief Sought _____

C. Disposition by Supervisor _____

	Signature	Date
--	-----------	------

	Signature	Date
--	-----------	------

STEP TWO

A. Position of Grievant and/or Association _____

Signature Date

B. Date Received by Superintendent _____

C. Disposition by Superintendent _____

Signature Date

STEP THREE

A. Position of Grievant and/or Association _____

Signature Date

B. Date Received by Board President _____

C. Disposition by Board _____

Signature Date

STEP FOUR

A. Position of Association _____

Signature Date

B. Date Submitted to Arbitration _____

C. Disposition & Award of Arbitrator _____

Signature of Arbitrator

Date of Decision

APPENDIX B
Vinton County Local School District
PROFESSIONAL TEACHING STAFF EVALUATION INSTRUMENT

Evaluation Codes:

- M/E Meets and exceeds district expectations
- M Meets expectations
- N/I Needs improvement - see comments for suggestions to strengthen this area
- U/E Unsatisfactory - did not meet district expectations, possible consideration for non-renewal
- N/A Not Applicable - cannot evaluate due to insufficient information or did not observe or is not applicable

I. Instructional Responsibilities

- _____ 1] **Prepares daily lesson plans consistent with the course of study and district policy.**
Comments: _____

- _____ 2] **Uses a variety of teaching techniques.**
Comments: _____

- _____ 3] **Uses a variety of available instructional materials.**
Comments: _____

- _____ 4] **Uses a variety of appropriate evaluative techniques to measure student competence.**
Comments: _____

- _____ 5] **Provides positive reinforcement of successful performance.**
Comments: _____

- _____ 6] **Exhibits the ability to maintain student interest by using enthusiasm, voice tone variations, and physical maneuverability within the classroom.**
Comments: _____

- _____ 7] **Regards homework as important and assigns appropriate work on a regular basis.**
Comments: _____

____ 8] **Communicates clearly the assignment.**
Comments: _____

____ 9] **Employs a variety of instructional techniques and educational media consistent with the physical limitations of the location provided and the needs and capabilities of the individual student groups involved.**
Comments: _____

____ 10] **Demonstrates subject mastery and content knowledge.**
Comments: _____

____ 11] **Communicates in a clear manner using correct grammar and sentence structure.**
Comments: _____

II. Classroom Management

____ 1] **Organizes, accurately records, and appropriately reports student data and progress.**
Comments: _____

____ 2] **Provides for individual and small group instruction within the regular class setting as appropriate.**
Comments: _____

____ 3] **Has reasonable expectations for student behavior.**
Comments: _____

____ 4] **Is consistent and just in dealing with students.**
Comments: _____

____ 5] **Is accurate and punctual in completing necessary reports and records; is punctual in performance of responsibilities.**
Comments: _____

____ 6] **Handles disciplinary problems in a timely, consistent, and reasonable manner.**
Comments: _____

____7] **Supervises his/her students at all assigned times.**
Comments: _____

____8] **Creates a classroom environment which is conducive to learning and appropriate to the maturity of students.**
Comments: _____

III. Professional Responsibilities

____1] **Follows Board and building policies in managing student behavior.**
Comments: _____

____2] **Makes educational decisions that are consistent with the district's philosophy and goals.**
Comments: _____

____3] **Keeps up with new developments in subject field, instructional methodology, and technology.**
Comments: _____

____4] **Applies knowledge gained in professional growth activities in his/her classroom.**
Comments: _____

____5] **Arrives on time and does not leave school without permission and/or notification to the office prior to the end of the teaching/workday.**
Comments: _____

____6] **Works to establish and maintain open lines of communication with the students and their parents.**
Comments: _____

____7] **Provides for his/her own professional growth through such activities as readings, workshops, seminars, conferences, classroom visitations, and/or advanced course work at institutions of higher learning.**
Comments: _____

_____ 8] **Establishes and maintains cooperative relations with other members of the professional and non-professional staffs.**

Comments: _____

_____ 9] **Accepts constructive suggestions from supervisory personnel and shows professional growth.**

Comments: _____

Evaluation Record

Teacher _____ School _____

Evaluator _____ Observation Date _____

This is the first _____ second _____ evaluation.

Areas Needing Improvement 24.06 D.1.a	Action Plan 24.06 D.1.b	Timeline 24.06 D.1.c

Evaluator's Signature _____ Title _____ Date _____

Employee Comments: (**Note:** Additionally, teacher has five (5) work days following the conference to write a separate rebuttal to the evaluation).

Employee's Signature _____ Date _____

Teacher's signature on this evaluation means only that he/she has received this document. It does not necessarily mean agreement with any or all of the contents.