



**SCIOTO COUNTY
JOINT VOCATIONAL
SCHOOL DISTRICT**

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11/13/2013

**COLLECTIVE BARGAINING AGREEMENT
FOR
July 1, 2013 THROUGH June 30, 2016**

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**ARTICLE 1
RECOGNITION**

1.1 Recognition

The Scioto County Joint Vocational School District Board of Education, hereinafter called the Board, recognizes the Scioto County Joint Vocational School Teachers Association, OEA/NEA, hereinafter called the Association, as the sole and exclusive bargaining agent for the purpose of collective bargaining.

1.2 Bargaining Unit Member

Classroom teachers, instructional staff, support staff, such as Media Specialist, ICP Coordinator, Vocational Evaluator, Special Education Coordinator, Technology Technician, and Guidance Counselors hired after July 1, 2010 are Members of the Bargaining Unit. Bargaining Unit Members are hereinafter referred to as all professional, non-supervisory licensed/certified personnel employed by the Board, including but not limited to department chairpersons. The bargaining unit shall not include any personnel employed as management level personnel (e.g. Superintendent, directors) or Supervisors as defined in Section 4117.01 of the Ohio Revised Code.

None of the Bargaining Unit Members' rights guaranteed by Chapter 4117 of the Ohio Revised Code shall be abridged by this Agreement.

- 1.3 Unless otherwise specified, a day shall be a school day during the regular school year. A day shall be a weekday (Monday through Friday) during summer vacation.

**ARTICLE 2
"GOOD FAITH" BARGAINING**

2.1 "Good Faith" Defined

"Good Faith" requires that the Association's and the Board's negotiators come to the negotiating table with the intention of negotiating, not of dogmatically pursuing preconceived stands. "Good Faith" requires that the Association and Board react to each other's package proposal or package counter proposal. If a package proposal or package counter proposal is unacceptable to one of the parties, that party is obligated to give its reasons and offer a package counter proposal. "Good Faith" requires both parties to recognize negotiations as a shared process. The obligation of the Board or its representatives and the representatives of the Association to meet for purposes of negotiations does not compel either party to agree to a package proposal or require the making of a concession.

ARTICLE 3
SUBJECTS FOR BARGAINING

- 3.1 This recognition constitutes an agreement between the Board and the Association to attempt to reach mutual understandings regarding matters related to wages, hours, and terms and other conditions of employment for members of the bargaining unit. The Board and the Association recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the District.

ARTICLE 4
PROCEDURES FOR BARGAINING A SUCCESSOR CONTRACT

4.1 Negotiating Teams

Designated representatives of the Board will meet with designated representatives of the Association for the purpose of discussion and reaching mutually satisfactory agreements. All negotiations shall be conducted exclusively between the teams. The parties may call upon professional and lay consultants to assist in negotiations if prior notice is given and may use its consultants in manners it deems necessary.

The expense of such consultants shall be borne by the party requesting them.

4.2 Submission of Issues

Upon the request of either party to open negotiations for a successor contract, a mutually acceptable date for an initial meeting shall be set for not later than fifteen (15) days after receipt of the request, except that in no event will the initial meeting occur earlier than November 15 of the year prior to agreement expiration. All issues proposed for negotiations shall be submitted in writing by the Association to the representative(s) of the Board at the first meeting. The Board representative(s) will submit its issues to the Association's representatives no later than one (1) week after it receives the Association's initial proposal. No additional issues shall be submitted by either party following the second meeting, unless mutually agreed by the parties. The second meeting, and all necessary subsequent meetings, shall be called at times mutually agreed by the parties.

4.3 Negotiation Procedures

If agreement is not reached by negotiations after full consideration of proposals and counter proposals, either of the parties shall have the option of submitting the issues to advisory arbitration, as described in Section 4.8 below.

4.4 Caucus

Upon request, either party may caucus for a time not to exceed thirty (30) minutes, unless mutually agreed.

4.5 Exchange of Information

Prior to and during negotiations, the Board and the Association agree to provide, upon written request, all regularly and routinely prepared information concerning the issue(s) under consideration.

4.6 Progress Reports

Statements to the media may be issued by either party. A copy of any media release shall be furnished to the other party at the same time.

4.7 Reaching Agreement

As tentative agreement is reached on each issue, it shall be reduced to writing and initialed by each party. When total consensus is reached, the proposed successor agreement shall be reduced to writing and submitted to the Association and the Board for ratification.

4.8 Resolving Differences

If an agreement is not reached after full consideration of proposals and counter-proposals, either party may declare impasse, in which case the parties will jointly request and equally share the expense for the assistance of a mediator from the Federal Mediation and Conciliation Service. The mediation period will end in forty (40) calendar days.

- 4.9 The dispute resolution procedure set forth in this Agreement supersedes the statutory provisions in Chapter 4117 of the Ohio Revised Code, but in no way waives the rights of the Association under Section 4117.14(D)-(2) of the Revised Code.

**ARTICLE 5
IMPLEMENTATION AND AMENDMENT**

- 5.1 This Agreement shall become effective upon its ratification by the Association and the Board. During the life of this agreement, it may be amended by mutual consent of both parties. If there are proposed changes in wages, hours, terms and other conditions of employment, a meeting to negotiate such amendment proposals shall be held not more than ten (10) days following a written request for such meeting by either party. Negotiations shall be conducted in accordance with the procedures in the document, but such amendment proposals shall not be permitted during the negotiations period defined in Article 4.

**ARTICLE 6
FAIR DISMISSAL POLICY**

6.1 Termination of Contract

Termination of Bargaining Unit Member's contract shall be according to Section 3319.16 and related provisions of the Ohio Revised Code.

6.2 Non-Renewal of Regular Limited Contract

1. Non-renewal of a Bargaining Unit Member's regular limited contract, if the Bargaining Unit Member has more than three (3) years of service in the District, shall be for just cause. A challenge to such non-renewal may be made exclusively under the terms of the grievance procedure appearing in Article 7 of this Agreement, and the procedures appearing in Section 3319.11 (G) of the Ohio Revised Code shall not apply.
2. Non-renewal of a Bargaining Unit Member's regular limited contract, if the Bargaining Unit Member is completing his/her first, second, or third years in the District, shall be in accordance with Sections 3319.11 and 3319.111 of the Ohio Revised Code using the evaluation procedure referenced in Article 8 of this Agreement. A challenge to such non-renewal may be made exclusively under the terms of Sections 3319.11(G) and 3319.111 of the Revised Code, and the terms of the grievance procedure appearing in Article 7 of this Agreement shall not apply.
3. For purposes of Paragraphs 1 and 2 above, a "year of service" means a school year in which the Bargaining Unit Member works at least one hundred twenty (120) school days under a regular limited contract.
4. Reasons for non-renewal of a Bargaining Unit Member's contract shall be clearly stated and given, in writing, to the Bargaining Unit Member by the Superintendent, the Secondary Principal, or the Bargaining Unit Member's immediate supervisor.
5. The notification date for non-renewals shall be no later than two workdays after the May Board Meeting.

6.3 Fair Dismissal Procedure

1. A full written record of evaluation of a Bargaining Unit Member's professional service shall be maintained (prior to any action or dismissal or reprimand or discipline). Copies of such information shall be available to the Bargaining Unit Member upon written request.
2. Formal reprimand or discipline of a Bargaining Unit member by an administrator for alleged violation of Board regulations or regarding professional performance or conduct shall, upon request of the Bargaining Unit Member, be in the presence of a member representative the Association and shall be for good and just cause.
3. Traditional principles of progressive discipline will be followed unless the nature and severity of the offense warrant immediate disciplinary time off or termination.
4. Grounds for dismissal shall be clearly defined and given to the Bargaining Unit Member in writing with notification of the Board's intent.

5. Termination notice shall be in accordance with ORC 3319.16.
6. A Bargaining Unit Member so notified shall have the opportunity to appear before the Board to respond to the allegations prior to official Board action. This meeting shall be in executive session or public at the Bargaining Unit Member's discretion. The Bargaining Unit Member may have an Association representative of his/her choice to help represent him/her at this meeting with the Board.

**ARTICLE 7
GRIEVANCE PROCEDURE**

- 7.1 The Board recognizes that in the interest of effective personnel management a procedure is necessary whereby its Bargaining Unit Members can be assured of a prompt, impartial, and fair hearing on their grievances. Such procedures shall be available to all Bargaining Unit Members and no reprisals of any kind shall be taken against any Bargaining Unit Member initiating or participating in the grievance procedure.

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 Association agree that grievance proceedings shall be handled in a confidential manner.

A grievance is an alleged violation, misinterpretation, or misapplication of this Agreement.

7.2 General Provisions

1. An individual grievance shall be initiated by the person aggrieved.
2. A group grievance may be initiated by the Association on an alleged violation that effects one (1) or more Bargaining Unit Members.
3. An alleged violation should be first discussed informally with the appropriate administrator prior to initiation of the grievance procedure.
4. A grievance shall be reduced to writing and include: (a) the alleged violation, (b) relief sought; and (c) date of initiating the procedure. This form shall be presented to the Grievance Committee of the Association for discussion before going to Level I.
5. The Association shall be available to assist any Bargaining Unit Member in preparing the information necessary to expedite the procedure.
6. Time limits given shall be considered as maximum unless extended by mutual written agreement.

7. Failure of the aggrieved to proceed within the specified time limits to the next level of the procedure shall mean the grievance has been resolved by the recommendations stated in the previous level.
8. A day shall be a school day during the regular school year. A day shall be a weekday (Monday through Friday) during summer vacation.
9. Failure of the Administration or Superintendent to respond in the time limit stated (5) school/work days at Level I, Level II or Level III shall mean the grievance will automatically move to the next higher level. If there is no response within seven (7) school/work days, the grievance will be granted, with the understanding that any dispute over the appropriateness of the requested remedy will be promptly submitted to arbitration under Level IV of the grievance procedure for resolution.
10. When it has been determined by the supervisor that the subject is not within his realm of responsibility or control, the grievance may be initiated at Level II. The supervisor who makes this determination shall make written notice to the aggrieved and to the Superintendent within the allowable time limits of Level I, stating that the subject is not within his realm of responsibility or control.
11. Resolution of a grievance at any level shall apply to the stated grievance and shall in no way infringe on the statutory obligation or other policy of the Board.
12. Nothing contained in this procedure shall be construed as limiting the individual rights of a Bargaining Unit Member having a complaint or problem to discuss the matter informally with members of the Administration through normal channels of communication.
13. Nothing contained in this procedure shall be construed as limiting the rights of a Bargaining Unit Member from using other professional or legal rights in resolving a complaint or problem.
14. The Association shall represent the aggrieved (unless the aggrieved chooses not to be represented in accordance with Section 4117.03 of the Ohio Revised Code) and shall be present at all grievance meetings.
15. The Superintendent may at his/her discretion issue a waiver of levels if he/she determines that the level of authority is beyond Level I or II.
16. The grievance procedure shall accelerate to Level IV whenever a grievance is filed pertaining to reasons for a Reduction in Force.

7.3 Level I - Administration

A copy of the written grievance shall be submitted to the

supervisor within twenty-five (25) days of becoming aware of the alleged violation.

A meeting shall be mutually agreed upon between the aggrieved and the supervisor within five (5) school/work days of the filing of the grievance. Either the aggrieved or the supervisor 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. Within five (5) school/work days of the meeting, the supervisor shall provide the aggrieved with a written response stating his/her position and suggestion(s) for resolution of the grievance.

7.4 Level II - Superintendent

If the aggrieved is not satisfied with the response in Level I, he/she may within five (5) school/work days of receipt of the response, submit the grievance to the Superintendent and request a meeting to discuss the grievance. The meeting shall be within five (5) school/work days of the request. The meeting shall be conducted in a manner as stated in Level I. Within five (5) school/work days of the meeting, the Superintendent shall provide the aggrieved with a written response stating his/her position.

7.5 Level III - Board

If the aggrieved is not satisfied with the response in Level II, he/she may, within five (5) school/work days of receipt of the response, submit the grievance to the Board Treasurer and request a meeting to discuss the grievance.

The meeting with the Board shall be held no later than the next regular Board meeting, or the aggrieved may request and be granted a special board meeting. Such grievance meeting shall be held in executive session, but the grievance shall be acted upon only in public session. The Board Treasurer shall make written notification (by hand delivery or certified mail) to the aggrieved of the time and place of this meeting with the Board as soon as possible. Within five (5) school/work days of this meeting the Board President shall provide the aggrieved with a written response stating the Board's position.

7.6 Level IV - Arbitration

If the aggrieved is not satisfied with the response in Level III, he/she may within five (5) school/work days of receipt of such written response make written request to the Board and the Association that the grievance be submitted to arbitration.

If the Association agrees that the grievance should be arbitrated, the arbitrator shall be selected from the American Arbitration Association according to its Voluntary Labor Arbitration Rules.

The ruling of the arbitrator shall be final to the limit of

the grievance as stated.

Cost of the arbitrator shall be shared equally by the Association and the Board.

A Bargaining Unit Member subpoenaed to appear at an arbitration hearing will receive full pay in accordance with the terms of Article 26, Section 26.1 of this Agreement if a copy of the employee's subpoena is furnished to the Superintendent in advance of the hearing. A non-subpoenaed Bargaining Unit Member who attends such a hearing, or a subpoenaed employee who fails to furnish a copy of the subpoena to the Superintendent in advance of the hearing, may utilize personal leave, if available, or unpaid leave for this purpose.

The absence from duty of a Bargaining Unit Member whose presence at such arbitration hearing is required will not be counted against the employee for the purpose of determining whether the employee qualifies for an individual or group attendance incentive payment under Article 41 of this Agreement.

If the grievance being arbitrated involves more than three (3) grievants, the arbitration hearing will be conducted outside of normal work hours unless otherwise mutually agreed.

ARTICLE 8 EVALUATION PROCEDURE

- 8.1 This Article constitutes the parties' jointly developed Teacher Performance Evaluation program. The following forms are located in the Teacher Evaluation Policy.

1. Teacher Observation Log (page 8)
2. Teacher Evaluation Instrument (page 27-36)
3. Walk-through form (page 13-15)

- 8.2 Job Description for Teacher

Basic Functions:

To provide effective instructional and related programs this responsibility involves preparation and planning, both long-range and immediate; understanding and applying effective professional teaching methods; and developing and maintaining effective pupil, parent and community relationships.

Duties and Responsibilities

The teacher --

1. Takes initiative in meeting responsibilities.
2. Relates positively to students, parents and staff.

3. Responds constructively to supervision.
4. Maintains acceptable personal appearance.
5. Shows self-control, poise, stabilizing influence, temperament, and reliability.
6. Uses good judgment and common sense.
7. Is punctual and maintains regular attendance.
8. Helps each pupil develop a positive self-image.
9. Shows evidence of professional growth.
10. Abides by written Board policies and administrative procedures.
11. Works cooperatively with school and District personnel and assumes responsibilities.
12. Informs parents of pupil performance and works to bring about student improvement and progress.
13. Demonstrates skill in the presentation and knowledge of subject matter.
14. Seeks to promote student success -- motivates.
15. Evidences planning and organization, and is flexible in taking advantage of spontaneous learning activities.
16. Involves students in active learning processes.
17. Uses a variety of instructional materials and procedures.
18. Implements approved curriculum for grade or subject.
19. Establishes and maintains reasonable classroom control.
20. Conducts classroom activities in an efficient manner.
21. Keeps records as needed to provide information on pupil progress.
22. Shows consistency in dealing with students.

Job Qualifications and Related Facts

1. A valid teaching license/certificate covering the area of assignment issued by the Ohio Department of Education.
2. Length of Contract: 183 school/work days annually.

8.3 Job Description for a Non-Teacher

The Non-Teacher Job Description and Evaluation instrument will be developed and jointly created with the Evaluation Development Committee (EDC) and Board/Administration.

8.4 Evaluation Guidelines and Procedures

1. The teacher evaluation procedure contained in this agreement applies to the following employees of the District:
 - i. Teachers working under a license issued under sections 3319.22, 3319.26, 3319.222 or 3319.226 of the Ohio Revised Code who spend at least fifty (50) percent of their time providing student instruction.
 - ii. Teachers working under a permanent certificate issued under section 3319.222 of the Ohio Revised Code as it existed prior to September 2003 who spend at least fifty (50) percent of their time providing student instruction.
 - iii. Teachers working under a permanent certificate issued under section 3319.222 of the Ohio Revised Code as it existed prior to September 2006 who spend at least fifty (50) percent of their time providing student instruction.
 - iv. Teachers working under a permit issued under 3319.301 of the Ohio Revised Code who spend at least fifty (50) percent of their time providing student instruction.
2. The Board will adopt a list of approved credentialed evaluators. Each teacher evaluation conducted under this policy shall be conducted by a person: 1) who is eligible to be an evaluator in accordance with ORC 3319.111(D); and 2) who holds a credential established by ODE for being an evaluator. Every evaluator must complete state-sponsored evaluation training and is required to pass an online credentialing assessment. Each employee shall be notified of the name and position of the evaluating supervisor(s) at the beginning of each school year. The primary observations will be conducted by the teacher's immediate supervisor.

If the immediate supervisor(s) is unavailable to conduct the primary observation/evaluation the teacher may select an observer from a list of Board approved administrators who are eligible to be an evaluator in accordance with ORC 3319.111(D); and who hold a credential established by ODE for being an evaluator. Every evaluator must complete state-sponsored evaluation training and is required to pass an online credentialing assessment.
3. The individual who has responsibility for the formal evaluation of the Bargaining Unit Member must complete two observations of at least thirty (30) minutes in duration for each evaluation. (If the Board has entered into a limited contract or extended limited contract with a teacher pursuant to section 3319.11 of the Ohio Revised Code, the Board shall perform a minimum of three formal observations during the evaluation cycle in any school year in which the Board may wish to declare its intention not to re-employ a teacher pursuant to division

(B), (C)(3), (D), or (E) of that section.) The first observation will be completed during the first semester. The second observation will be completed during the second semester. No observation shall take place two days prior or two days after a holiday or extended break. Prior to the beginning of each observation, the evaluator and the Bargaining Unit Member will conduct the pre-observation conference no earlier than one day prior to the observation. After the completion of each observation the bargaining unit member and their immediate supervisor will complete the post-observation conference no more than two days after the observation. Both the Bargaining Unit Member and evaluator must fill out and sign the Teacher Observation Log Form indicating the time the observation began and the time the observation ended.

The evaluator shall assist the employee in correcting deficiencies noted in the observation. Within ten (10) work days following the post-observation conference, the supervisor shall submit a written plan for correcting the specific deficiencies which shall include a reasonable time between observations to allow time for improvement in the areas of performance deficiency.

The final formal evaluation will be completed and presented to the teacher by May 10. Both the teacher and evaluator shall sign and date the evaluation form. The teacher's signature indicates only that he/she has received and read the form; it does not necessarily indicate that he/she agrees with the evaluation, comments and ratings. If a teacher receives an ineffective rating in performance and/or student growth, the evaluator will provide the teacher with an improvement plan consistent with the Teacher Evaluation Policy (page 43-45).

- a) The Board will provide relevant professional development opportunities during one or more of the two yearly in-service training days. The Board will provide two additional days of relevant training for the teacher that is targeted to the deficiencies identified in the teacher's evaluations. Any additional required days of relevant training for the teacher that is targeted to the deficiencies identified in the teacher's evaluations will be at the teacher's expense. He/she may also be required to work with a district appointed coach.
 - b) The district appointed coach shall not have an evaluation role. Other than the notation serving as the coach, the activities will not be part of the coach's evaluation. He/She will not be requested or directed to divulge information obtained during discussions with the teacher.
4. Evaluation methods and techniques other than classroom observations may be used in assessing job performance, including but not limited to informal observations, supervisory input, and classroom walkthroughs.

A classroom walkthrough is a formative assessment tool designed to inform evaluation, gather evidence of instruction, and provide targeted, immediate, evidence-based feedback to teachers that focuses on one or more of the following components set forth on the Informal Observation Form in the Teacher Evaluation Policy (p.13-15).

A walkthrough is no less than five (5) minutes and no more than fifteen (15) minutes in duration.

After each walkthrough, the walkthrough form will be completed and a copy given to the teacher. The goal is to identify and implement effective instructional practices and provide specific measures for improvement to teachers who need additional support. If deficiencies are noted, a formal observation process may be initiated as part of the existing evaluation process.

All monitoring or observation, including walkthroughs, of the work performance of a teacher shall be conducted openly.

Walkthroughs will only be performed by the bargaining unit member's immediate supervisor, high school principal, and/or superintendent and will be performed periodically.

5. Within thirty (30) days of the evaluation conference, the employee shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the employee's personnel file. A copy signed by both parties shall be retained by the employee.
6. An employee shall be entitled to Association representation at any conference held during this procedure in which the employee will be advised of an impending adverse personnel action.
7. All Bargaining Unit Members evaluated pursuant to this policy are to have the individual responsibility of effectively implementing and completing all job performance criteria, duties and responsibilities as identified in Section 8.2.
8. The Association and the Board agree to a joint Evaluation Development Committee (EDC) for the purpose of monitoring the evaluation tool. The EDC may review the evaluation tool for changes that are necessitated either by law or by the use of the tool. However, the changes cannot occur until the end of the school year unless otherwise dictated by law. All recommended changes must be approved by the Board and the Association. Teachers must be informed of all approved changes at the first teachers' meeting after the changes are approved.
9. During the 13-14 school year, the EDC will use the first in-service day to familiarize the teaching staff on the new evaluation tool and how it will be used to evaluate them for the upcoming year. Teachers employed after this time will, not later than thirty (30) days after initial employment with the District, be provided with information concerning the evaluation tool and its use by their immediate supervisor.
10. If a teacher receives an ineffective rating on two out of the last three of his/her final summative evaluation ratings, that will be considered "just cause" under Article 6.

ARTICLE 9
SALARY

- 9.1 The base salary for Bargaining Unit Members (Class I, Step 0 will be **\$33,215.00** as of **July 1, 2013**, **\$33,879.00** as of **July 1, 2014** and **\$34,557** July 1, 2015.
- 9.2 The 15-year longevity step applies only to employees with fifteen (15) years of bargaining unit and/or teaching experience. The 20-year longevity step of the salary schedule applies only to employees with twenty (20) years of bargaining unit and/or teaching experience. The 25-year longevity step of the salary schedule applies only to employees with twenty-five (25) years of bargaining unit and/or teaching experience.
- 9.3 Salary Schedule Placement Relative to Education and/or Licensure/Certification for Bargaining Unit Positions
- Class I
A Bargaining Unit Member who has a two (2) year provisional license, or after January 1, 2011 has a four (4) year resident educator license (degree or non-degree).
- Class II
A Bargaining Unit Member who has earned an initial five (5) year professional license (degree or non-degree).
- Class III
A Bargaining Unit member who has earned a Master's degree or a permanent certificate, or for career-technical program areas, a degree applicable to the career field, classroom teaching, or an area of licensure, or earns and maintains the highest State or National Trade Certification or License available in their trade area.
- 9.4 Salary Schedule Placement Relative to Prior Teaching Experience and/or Related Work Experience
1. The Superintendent or designee shall evaluate all previous teaching experience prior to recommending placement on the salary schedule.
 2. The Superintendent or designee shall evaluate all previous military experience prior to recommending placement on the salary schedule.
 3. Military experience will be granted, in accordance with Section 3317.13 of the Ohio Revised Code, to a Bargaining Unit Member who presents proof of service up to a maximum of five (5) years.
 4. The Superintendent or designee shall evaluate all previous non-teaching work experience directly related to the Bargaining Unit Members assigned subject area.
 5. The Superintendent's recommendation for placement on the salary schedule will be referred to the Association President and/or executive committee for review and

confirmation prior to final approval by the Board. In no event will a Bargaining Unit Member receive vertical placement credit for any year of prior teaching or related work experience that is not clearly disclosed, in writing, by the Bargaining Unit Member on his/her application form at the time of hire.

6. Previous teaching experience, as attained in an accredited school as determined by the Ohio Department of Education, shall be granted to a teacher who presents proof of a minimum 120 worked days teaching experience for any school year.
7. Non-teaching and military experience directly related to the teaching area of a Bargaining Unit member will be credited in lieu of teaching experience on the salary schedule.
- *8. Two (2) years of directly related non-teaching work experience are required for each longevity step granted on the salary schedule.
- *9. The maximum number of longevity steps allowed for non-teaching work experience shall be five (5).
10. All directly related work experience must be verified using the approved forms.
11. Work experience accepted in order to meet Ohio certification requirements will not be credited as experience on the salary schedule.
12. In any circumstance the amount of experience from No. 2, 5 and 6, when considered either singularly or in combination, will not exceed 12 years.
- **13. For any one year (12 months), credit will not be granted for salary schedule purposes in more than one of the following categories:

(The succeeding order of listing does not establish any priority of consideration.)

- A. Teaching Experience
- B. Military Experience
- C. Related Work Experience
- D. Educational Preparation

* Not applicable to anyone employed prior to August 23, 1991.

** For salary schedule placement purposes one year of related work experience shall be defined as eight months/160 worked days of related employment during any 12 month period.

After a Bargaining Unit Member is employed, placed on the salary schedule and performed the initial assignment, reassignment to another position will not be reason to change the salary schedule placement.

- 9.5 Verification of the Employment and Qualification Evaluation forms that have been approved in this contract are available in the Superintendent's office.

NOTE: A new hire with no teaching or trade work experience will be placed on the Salary Schedule at Step 0.

A new hire with prior teaching experience or trade work experience will be placed on the Salary Schedule by starting the count at Step 0.

EXAMPLE

When we hire a vocational teacher, such as a carpentry instructor, we have to look at their work experience years, teaching experience years, military years and work experience to meet Ohio Certification requirements.

For any one (1) year, credit will not be granted for salary schedule purposes in more than one (1) of the following categories: teaching, military, related work experience or educational preparation.

In any circumstance the amount of experience from military, previous teaching experience or non-teaching related work experience will not exceed 12 years.

The maximum number of longevity steps allowed for non-teaching related work experience shall be 5.

An example for Carpentry Instructor would be:

- ◇ 0 years teaching experience
- ◇ 0 years military experience
- ◇ 13 years related work experience (non-teaching)
- ◇ -3 years for certification/licensure requirements (Rio Grande)
- ◇ This leaves a total of 10 years related work experience (non-teaching)
- ◇ 2 years of related work experience equals 1 year longevity step
- ◇ 10 years divided by 2 years equals 5 longevity steps (5 is the maximum number of longevity steps)
- ◇ Therefore, this person would be placed at Class I, Step 5

* If a person was a vocational substitute teacher, they would have to sub 120 days within a school year to equal 1 year prior teaching experience.

* An academic teacher coming straight out of college with no teaching experience would be placed at Class I, Step 0.

An example for a Social Studies Instructor would be:

- ◊ Bachelor's degree with a 2-year provisional license
- ◊ 2 years substitute teaching (120 sub days within a school year)
- ◊ 3 years teaching elsewhere
- ◊ 5 years total teaching experience
- ◊ Therefore, this person would be placed at Class I, Step 5

* If the person would already have a Master's Degree, they would be placed at Class III, Step 5.

ARTICLE 10 ASSOCIATION RIGHTS

- 10.1 The Association and its affiliates or parent organizations shall have the following exclusive rights:
1. The Association representative in each individual building will have the use of bulletin board space designated by the secondary Principal for Association business.
 2. The Association President shall be provided all agendas, minutes, and other information generally provided the public and made available to Board members no later than the time of public distribution. The Association President (or designee) shall be informed of any agenda changes.
 3. Association announcements may be made on school building public address systems in accordance with established procedures.
 4. Local Association representatives may make announcements at the end of school faculty meetings. The Association shall have use of the school building in order to conduct Association business, so long as there is no interruption of instructional programs.
 5. Names and addresses of newly employed professional staff members shall be provided to the Association following Board approval of their contract.
 6. The Association President (or designee) and/or the Consultant of the Association shall have the right to visit buildings. The visitation time desired will not interfere with normal teaching duties of the professional staff member to be contacted.
 7. The Board will provide copies of this Agreement to all Bargaining Unit Members. These copies will be distributed by the building representatives.
 8. The Association shall have a room designated for Association use and shall be authorized to use, during non-instructional time, Board-owned equipment, including but not limited to typewriters, word processors,

computers, copier machines, other duplicating equipment, telephones, calculating machines and all types of audiovisual equipment. (Long-distance telephone charges for Association business will be paid for by the Association.)

9. The Board shall place the Association on regular Board meeting agenda. The Association, upon request, shall be placed on the agenda at all emergency or special meetings. Discussion with the Association shall be in open or executive session at the discretion of the Association, as permitted by law.
10. Upon request of the Association President, the Association shall within five (5) calendar days, excluding Saturday, Sunday, and holidays, and after preparation and verification of financial documents be provided such financial documents that are regularly and routinely prepared in the normal course of District business. Such documents shall include but not be limited to annual appropriations resolutions, Treasurer's reports, amended certificates, and annual tax budgets, SM-1 and 2.
11. The Association President, (or designee) may address all employees at the initial in-service meetings to explain the purposes and programs of the Association and distribute copies of this Agreement or Association literature.
12. Association officials will be permitted to use non-instruction time for visits to other buildings on official Association business.
13. The Association will be permitted to use school mailboxes to disseminate official Association information.
14. Bargaining Unit Members shall have the right to Association representation at any investigatory interview that the Bargaining Unit Member reasonably believes may lead to disciplinary action or at a meeting in which disciplinary action is taken.
15. An Association representative involved in representation of a Bargaining Unit Employee at any presentation will not, if the presentation is scheduled on work time, suffer any loss of pay for time spent in such representation.

**ARTICLE 11
REDUCTION IN FORCE (RIF)**

- 11.1 By reason of decreased enrollment or lack of sufficient enrollment in a particular class; the return of a Bargaining Unit Member from leave of absence; the suspension of schools and/or territorial changes affecting the District; or financial reasons; the Board may find it necessary to make a reasonable reduction in the number of Bargaining Unit Members. Such reduction shall be accomplished by suspending

contracts in whole or in part. The following provisions shall apply when contracts are suspended:

- 11.2 By November 1 of each year, the Superintendent will give the Association written notice of the ADM based on October student enrollment data. Upon request, the Association will be furnished a copy of the District's EMIS report when it becomes available. Based upon this information, a Bargaining Unit Member may request that the Faculty-Administration Council consider utilizing the employee in some capacity in the District's November recruiting efforts. Notice under this section is not intended to preclude notice of a reduction in force under Section 11.3, Paragraph 4 of this Agreement based on changes in circumstances that evolve subsequent to November 1.
- 11.3 Implementation: In making such reduction by suspension of contracts, the Board shall proceed to suspend contracts as follows:
 1. Preference shall be given first to continuing contracts, then to limited contracts. Other than the distinction between continuing and limited contract teachers, the Board shall not give preference to any teacher based upon seniority, except when making a decision between teachers who have comparable evaluations.
 2. The Board shall not transfer, reassign, or re-classify any positions prior to implementation of the RIF that would cause a more senior employee to be laid off before a less senior employee when teachers have comparable evaluations.
 3. Layoff shall occur by suspension of contract. The limited contract of an affected Bargaining Unit Member that expires prior to the effective date of the RIF shall be renewed and then suspended to implement the layoff.
 4. A Bargaining Unit Member to be laid off due to RIF shall be given ninety (90) days advance written notification prior to the implementation of the RIF as day is set forth in Article 1.3. The Association shall be sent a copy of the notification at the same time. The notice shall state the reason for RIF, the effective date of contract suspension, and the date of the employer's action to implement the RIF. This Paragraph does not apply to a Bargaining Unit Member laid off due to the return of another Bargaining Unit Member from a leave of absence.
 5. A Bargaining Unit Member who is notified that he/she is to have his/her contract suspended will have the right to bump the least senior Bargaining Unit Member in any teaching area in which he/she is licensed or able to obtain licensure including a provisional or temporary license. Written notice of intent to exercise this right with specific declaration of person(s) and job(s) targeted to bump must be given to the superintendent or his/her designee, with a copy of the Association, no later than ten (10) work days after date of receipt of

contract suspension notice. The Bargaining Unit Member's notice to bump must specify the teaching area and name of the Bargaining Unit Member being bumped.

The Superintendent or designee, upon receipt of a Bargaining Unit Member's notice of intent to bump, will investigate to substantiate licensure/certification, contract status and seniority. If the bumping request is found to be in compliance with all provisions of this Article, the Bargaining Unit Member being bumped will be notified of the effective date of his/her contract suspension within ten (10) work days of the receipt by the Superintendent or designee of the intent to bump.

11.4 Limitations

1. No new hire shall be employed in a bargaining unit position until all eligible, laid-off Bargaining Unit Members have been offered such position.
2. No transfer, reassignment, or reclassification shall be made during a period of RIF that prevents the recall of a Bargaining Unit Member on layoff status.
3. No current, Non-Bargaining Unit Member shall be assigned to fill a bargaining unit position while an eligible bargaining unit member remains on layoff status.
4. Work previously performed by laid-off Bargaining Unit Members shall not be sub-contracted.
5. Qualifications for a bargaining unit position shall not be upgraded to prevent the recall of a laid-off Bargaining Unit Member.

11.5 Layoff Rights

1. The right to continue group insurance coverage on the same terms as prevailed prior to layoff for a period not to exceed sixty (60) work days from the effective date of the RIF.
2. For layoff purposes only, Bargaining Unit Members employed under continuing contract shall be given preference over limited contract teachers.
3. Credit for salary placement, upon recall, for the same or similar work performed while on layoff status.
4. The right to be notified by mail of all postings for bargaining unit positions.
5. The unchallenged right to unemployment compensation benefits when that Bargaining Unit Member has not been offered an equivalent bargaining unit position during layoff.
6. Additional certification, license, or entry-level requirements earned while on layoff status shall be recognized for recall purposes, provided such information

is filed, in writing, with the employer prior to recall.

11.6 Recall Rights

1. Laid-off Bargaining Unit Members shall be recalled in reverse order of seniority in keeping with contract status, licensure/certification, or other entry-level requirements for the bargaining unit position, i.e. most senior laid off employee, first recalled.
2. All laid-off Bargaining Unit Members shall be given the option of being added to the District's substitute list.
3. The Bargaining Unit Member shall be given ten (10) days to accept such offer and shall be granted a minimum of thirty (30) days from date of receipt of the recall notice to report to work.
4. This procedure shall continue until all Bargaining Unit Members of layoff status have been recalled, have retired under an Ohio State Retirement System, have voluntarily resigned or in the case of limited contract employees, or have not accepted an offer or recall within eighteen (18) months from the effective date of layoff.

The RIF shall terminate when no Bargaining Unit Member remains on layoff status.

The Association reserves the right to present its views on any proposed RIF at an official Board meeting prior to any official action.

ARTICLE 12 FULL-TIME/PART-TIME

- 12.1 A full-time Bargaining Unit Member shall be defined as anyone working 6.75 hours or more per day and thirty-two (32) hours or more per week.
- 12.2 Part-time employees shall be defined as any employee working less than six (6) hours per day and/or less than thirty (30) hours per week.

ARTICLE 13 INSURANCE

- 13.1 The Board will pay 90% of health, dental, vision, prescription and life insurances and the Bargaining Unit Member will pay 10% of health, dental, vision, prescription and life insurances. Life Insurance coverage will be \$40,000. All bargaining unit employees eligible for medical insurance coverage who choose to withdraw by January 1st or remain withdrawn from the health insurance will be paid a taxable stipend no later than December 31st each year. However, this stipend will only be paid if there is a minimum of three (3) participants district wide. The taxable stipend shall be as follows:

- a. Employees eligible for a Single Plan Health Insurance - \$1,000

b. Employees eligible for a Family Plan Health Insurance - \$1,800

When an employee and that employee's spouse are both employees of the Board, the Board shall pay 90% of the premium of two single coverage policies or the Board shall pay 90% of the premium of one family policy. The spouse that is not the employee of record on the insurance policy is not eligible for the medical, dental, or vision insurance stipend payment described in this Article.

All bargaining unit employees eligible for dental and vision insurance coverage who choose to withdraw and remain withdrawn from the plan will be paid a taxable stipend of 20% of the premium cost no later than December 31st each year.

If any bargaining unit member who elects to withdraw (from health, dental, or vision) and then subsequently re-enrolls during the contract year, under the hardship provision, said bargaining unit member shall only receive the stipend on a prorated, by month basis. (Clarification: If an employee is off the District Plan for 6 months and re-enrolls, the member would receive 50%; if off 3 months and re-enrolls, the member would receive 25% of the stipend.)

- 13.2 The Board will provide, through the Scioto County Schools Health Benefit Plan, a medical insurance program. The Board reserves the right to select all benefit providers, as long as the benefits provided are equivalent to those that are in effect as of January 1, 2012. Any material changes which would reduce coverage shall cause for an acceptable plan to be negotiated with the Association.
- 13.3 The Association will have the right to send an association member to any Insurance Consortium meetings who shall be provided with all documents and/or reports pertaining to the operation of the consortium.
- 13.4 The Association's representative shall be kept fully informed as to all business conducted by the Insurance Consortium.
- 13.5 The Board will continue to provide a Section 125 Plan for Bargaining Unit Members who choose to participate. An amount not to exceed \$2,500.00 of salary may be set aside by the employee for the selection of benefits.

The Board will pay the following costs:

1. A maximum Administrative Fee of \$10.00 per Bargaining Unit Member per year. Any excess costs will be paid by the Bargaining Unit Member.
1. Check reimbursement for flexible spending accounts. (Paid by Bargaining Unit Member 100%)

ARTICLE 14
SENIORITY

14.1 Seniority Defined

Seniority shall mean the length of continuous employment in a bargaining unit position as follows:

1. Seniority shall begin to accrue from the first day worked in a bargaining unit position.
2. Seniority shall accrue for all time the Bargaining Unit Member is on active pay status or is receiving worker's compensation benefits.
3. Time spent on inactive pay status (unpaid leave) shall not contribute to the accrual of seniority but shall not constitute a break in seniority.
4. Full-time Bargaining Unit Members shall accrue one (1) year of seniority for each year worked as determined by the minimal full-time standard as defined by this contract.
5. Part-time employees shall accrue seniority pro-rated against the minimal full-time standard as defined by this contract.
6. No Bargaining Unit Member shall accrue more than one (1) year of seniority in any work year.

14.2 Equal Seniority

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

14.3 Loss of Seniority

1. Seniority shall be lost when a Bargaining Unit Member retires or resigns; is discharged for cause; or otherwise leaves employment by the Board.
2. For time spent out of the bargaining unit, seniority shall not accrue but previously accrued bargaining unit seniority shall not be lost.

14.4 Posting of Seniority List

1. The seniority list shall be prepared annually, by October

15 of each work year. A seniority list will indicate by area of licensure/certification or entry-level requirement, the first day worked as Bargaining Unit Member, the date of employer resolution to hire, and the contract status (limited or continuing) of each Bargaining Unit Member. Said list shall be provided to the Association President and all bargaining unit members on or before October 15.

2. The names of Bargaining Unit Members on the seniority list shall appear in seniority rank order within areas of licensure/certification, license, or entry-level requirement, with the name of the most senior Bargaining Unit Member appearing at the top of the list and the name of the least senior Bargaining Unit Member appearing at the bottom of the list.
3. The names of Bargaining Unit Members who are qualified in more than one (1) teaching area shall be included on the list in all such areas.
4. The names of part-time employees shall appear on the seniority list, but shall be listed separately from the names of full-time Bargaining Unit Members.
5. All bargaining unit job openings shall be posted (via email, internal location, and mailed if posting occurs during summer or winter breaks) at least fifteen (15) calendar days in advance of filling said positions. Bargaining Unit Members will have priority based on seniority and licensure/certification listed. Seniority will be determined by 1st day worked in the bargaining unit. If any Bargaining Unit Member can present to the superintendent a letter of intent to complete licensure/certification requirements and shows proof of enrollment in the necessary course work or activity required for licensure/certification, seniority shall prevail for that bargaining unit member. This letter of intent and proof to work toward licensure/certification shall be presented to the superintendent no later than fifteen (15) calendar days after posting of job opening.
6. All non-bargaining unit job openings shall be posted via email, internal location, and on the District website if posting occurs during summer or winter breaks at least fifteen (15) calendar days in advance of filling the positions. Bargaining Unit Members should be considered for these positions whenever possible.
7. All supplemental contract job openings shall be posted via email, internal location, and on the District website if posting occurs during summer or winter breaks at least fifteen (15) calendar days in advance of filling the positions. Bargaining Unit Members will be considered for such positions, with priority given to applicants with prior satisfactory service in the supplemental contract position; if (2) or more applicants each have prior satisfactory service in the position, the applicant with the most such service will have priority.

NOTE: Mutual written agreement between the Administration and the Association can change the number of posting days.

14.5 Correction of Inaccuracies

1. Each Bargaining Unit Member, after receiving the seniority list, shall advise the Superintendent (or designee) in writing of any inaccuracies which affect his/her seniority. The Superintendent (or designee) shall investigate all reported inaccuracies and make such adjustments as may be in order and post the updated list immediately.

ARTICLE 15 SEVERANCE PAY

- 15.1 The Board shall pay each Bargaining Unit Member, upon service retirement, twenty-five (25) percent of his/her sick leave days. The maximum number of days payable is 56 days. The rate of pay shall be the Bargaining Unit Member's per diem rate on his/her last duty pay. (Application must be made within 180 or fewer calendar days of last date of actual service.)

ARTICLE 16 SICK LEAVE

- 16.1 Each bargaining unit member shall be granted fifteen (15) days sick leave with pay for each year under contract which shall be credited at the rate of one and one-quarter (1-1/4) sick days per month, as authorized by Section 3319.141 of the Ohio Revised Code. Sick leave may be accumulated up to a maximum of 230 days.
- 16.2 Each bargaining unit member shall qualify for sick leave absences with full pay, up to the total number of days accumulated. Sick leave may be used for one or all of the following reasons:
 1. Personal illness
 2. Pregnancy/childbirth/adoption
 3. Injury
 4. Exposure to contagious diseases which could be communicated to others
 5. Medical/dental appointment; and/or
 6. Absence due to illness, injury or death in the Bargaining Unit Member's immediate family. The "immediate family" shall be defined as: father, mother, brother, sister, son, daughter, spouse, step-son, step-daughter, grandmother, grandfather, grandson, granddaughter, spousal parents, spousal grandparents, legal guardian,

foster or step-parent.

7. Up to three (3) sick leave days shall be granted for deaths in less than the immediate family unless extended sick days are approved by the Superintendent and the Board.
8. Bargaining Unit member returning to work after four (4) consecutive days' absence must present a doctor's statement of the reason for absence and/or clearance to return to work.

ARTICLE 17
CERTIFICATED STAFF SICK LEAVE ADVANCEMENT

17.1 Five-Day Advancement

Each newly hired regular Bargaining Unit Member and each regular Bargaining Unit Member who has exhausted his/her sick leave credit shall be entitled to an advancement of five (5) days of sick leave each year.

17.2 Additional Advancement

Any newly hired or regular Bargaining Unit Member who exhausts the five-day advancement may apply in writing to the Board for an additional advancement. The Board may, by resolution, grant an additional advancement if the following specifications and requirements are met:

1. The amount of the advancement will not exceed ten (10) days plus the five days advanced under Section 17.1 above (fifteen (15) days total).

17.3 Procedure

1. Sick leave days advanced under Section 17.1 shall automatically be credited to the Bargaining Unit Member by the Treasurer. Additional sick leave advanced under Section 17.2 shall only be credited upon approval by the Board.
2. All advancements shall be charged against the sick leave of the Bargaining Unit Member subsequently accumulated.
3. The advancement for part-time employees shall be calculated on a pro-rated basis based upon the time the part-time employee actually works in comparison with a full-time Bargaining Unit Member.
4. If a Bargaining Unit Member is absent for more than three (3) consecutive work days, the Bargaining Unit Member must report at least weekly; or at another mutually agreed report interval, to the Superintendent or designee on the Bargaining Unit Member's status and anticipated date of return. In such a case, the return to duty may be deferred by the Superintendent to the start of the following week.

5. Any Bargaining Unit Member who leaves the employ of the Board with a negative sick leave balance shall repay the District the appropriate per diem amount for each such day.

If the Bargaining Unit Member has salary due sufficient to cover the deficit, the Treasurer shall deduct the amount from the Bargaining Unit Member's last paycheck. Otherwise, the Bargaining Unit Member shall pay the amount due directly to the Treasurer.

- 17.4 Sick Leave Donation - any SCJVS employees may donate paid leave to any SCJVS fellow employee who is otherwise eligible to accrue and use sick leave. The intent of the leave donation program is to allow employees to voluntarily provide assistance to their co-workers who are in critical need of leave due to the catastrophic illness/injury (to be determined by the Superintendent) of the employee or a member of the employee's immediate family. The immediate family for this Article is defined as a parent, spouse, child, stepchild, or grandchild.

1. Employees may donate leave if the donating employee:
 - a. Voluntarily elects to donate leave and does so with the understanding that the donated leave will not be returned.
 - b. Donates a minimum of 6.75 hours
 - c. Retains a minimum balance of 67.5 hours of sick leave after the donated leave is deducted from their current balance.
2. The leave donation program shall be administered on a per pay period basis. Therefore, an employee may only receive up to the number of hours the employee is scheduled to work in that pay period.
3. Employees who wish to donate leave shall certify:
 - a. The name of the employee for whom the donated leave is intended;
 - b. The number of hours to be donated;
 - c. That the leave is donated voluntarily and the employee understands that the donated leave will not be returned.
4. After the donating employee and Superintendent sign the donation form, it will be forwarded to payroll to be processed.
5. No employee is to be forced to donate leave. No employee may directly solicit leave donations from other employees. The donation of leave shall occur on a strictly voluntary basis.

**ARTICLE 18
PERSONAL LEAVE**

- 18.1 The Board shall grant three (3) personal leave days each school year to all Bargaining Unit Members under the

following conditions:

1. Each day of such leave must be requested in writing at least twelve (12) hours prior to the day of such leave, except under emergency conditions.
2. Any Bargaining Unit Member who does not use all of their personal leave during the fiscal year (July 1 - June 30) may have the remaining day(s) added to their accumulated sick leave balance, one-for-one.
3. During the first two (2) and the last one (1) week of school, no more than three (3) Bargaining Unit Members will be granted personal leave on any given day except under emergency conditions.

**ARTICLE 19
PROFESSIONAL LEAVE**

19.1 Each Bargaining Unit Member may be granted three (3) professional leave days per school year. Definition of professional leave days shall include but not be limited to the following:

1. Planned visits to another educational facility.
2. Attendance at professional meetings, conferences, or workshops which relate to the educational goals and objectives of individual bargaining unit members; and
3. Other similar educational or professional activities.

19.2 The following rules for use of professional leave apply:

1. A Bargaining Unit Member desiring to take professional leave must request such leave five (5) calendar days prior to date of leave. Leave must have approval of Supervisor/Associate-Director/Superintendent or Superintendent designee, unless a shorter time is mutually agreed upon by Bargaining Unit Member and Superintendent or Superintendent Designee.

19.3 In addition to the three (3) professional leave days, additional professional leave days may be granted at the discretion of the Superintendent.

**ARTICLE 20
EXPENSES FOR PROFESSIONAL LEAVE DAYS**

20.1 The Board shall pay certain expenses incurred on "Professional Leave Days." Board-paid expenses must meet the following criteria:

1. No expenses will be paid for any day unless prior notification of use of professional leave has been given.
2. Registration Fees will be paid by the Board.

3. District vehicles will be the only form of travel unless a district vehicle is not available or prior administrative approval is given. Mileage will be paid at the IRS rate per mile. Meals will be reimbursed per the following schedule:

All day-all meals provided	No reimbursement
All day-one or two meals provided	\$15.00
All day-no meals provided	\$30.00
Half day-meal provided	No reimbursement
Half day-no meal provided	\$15.00

4. Expenses for lodging must have prior approval of the Superintendent or designee to qualify for Board payment/reimbursement.
5. An itemized budget of estimated expenses will be submitted with leave request to the Superintendent (or designee) on the Board-prescribed form.

20.2 National Conventions

The Board will pay all reasonable expenses for two (2) full-time Bargaining Unit Members, as selected by the Bargaining Unit and evidenced in writing to the Superintendent, each year to attend an association approved convention that is appropriate to the mission of the school as determined by the Board. Attendees will provide Administration with a written review of the information attained within twenty (20) school/work days of return from the convention. Expenses will be limited to: airfare or auto mileage, motel lodging for single or double occupancy, meals at a rate of thirty dollars (\$30.00) per day, no travel insurance, auto repairs, or other unrelated expenses will be paid.

- 20.3 The Board will pay all reasonable expenses for the above. Expenses will be limited to: registration fee, airfare or auto mileage, motel lodging for single or double occupancy, meals at the rate of thirty dollars (\$30.00) per day. There will be no payment for auto repairs, or other unrelated expenses, except as related to car rental.
- 20.4 Staff Development Workshops may be offered to professional staff on an optional basis with or without stipends in lieu of the \$150.00 per day rate.

ARTICLE 21 RELEASED TIME

- 21.1 Bargaining Unit Members shall be granted released time for the purpose of visitations to job sites where students are to be placed and/or have been placed.
- 21.2 The Board may provide a substitute teacher for Bargaining Unit Members using released time.

- 21.3 District vehicles will be the only form of travel unless a district vehicle is not available or prior administrative approval is given. If a personal vehicle is driven, the Board will reimburse the Bargaining Unit Member for mileage at the current IRS mileage rate.

ARTICLE 22
LEAVES OF ABSENCE-UNPAID

- 22.1 A leave of absence of up to one school year may be granted a member of the Bargaining Unit for family obligations or personal reasons. Return from such leave shall coincide with the start of a school semester. Such leave may be extended for one (1) additional year.
- 22.2 For the first six (6) months, a Bargaining Unit Member on unpaid leave of absence shall be allowed to continue insurance coverage by paying the entire amount of the premiums on his/her group insurance in effect at the time of the leave. Payment shall be made to the Treasurer by the last day of each month. Failure to make payment will constitute automatic conversion to COBRA coverage. At the end of the six (6) months, coverage will automatically be converted to COBRA with payment being made directly to the COBRA department of the existing group insurance carrier at existing COBRA rate.
- 22.3 The term of the leave shall be scheduled, to the extent possible, to cause the least disruption to the educational program. The Bargaining Unit Member shall advise the Board of the commencement of the leave as far in advance as possible and shall state the date of termination of such leave in the application. No Bargaining Unit Member shall return to service prior to or after the expiration date of such leave without the approval of the Superintendent. The date of Board approval will be considered the first official day of leave.
- 22.4 Any Bargaining Unit Member who does not return to service at the stated termination date of such leave shall be deemed as having abandoned his/her contract, unless under a physician's care, and all rights and privileges of employment shall thereupon be extinguished.
- 22.5 Upon return from a leave of absence, a Bargaining Unit Member will be reinstated to the exact same teaching position he/she held prior to the leave. In case of a reduction in force in the position, seniority and Article 11 will be followed.
- 22.6 Upon the written request of a Bargaining Unit Member who has completed less than five (5) school years with the District, the Board may grant a leave of absence without pay on the terms and conditions as otherwise set forth in Sections 22.1 to 22.5 above.

ARTICLE 23
ASSAULT LEAVE

- 23.1 A Bargaining Unit Member who has been assaulted (as defined

by the ORC, Sections 2903.11, 2903.12, 2903.13, 2903.14) by a parent, student, or other parties will be eligible for assault leave.

- 23.2 If court action results, the Bargaining Unit Member shall be granted leave upon request to the Superintendent or designee with no loss of pay for days in court or consultation as shall be required by counsel or law enforcement officers that cannot be transacted outside of teaching hours.
- 23.3 If an assault on a Bargaining Unit Member results in the Bargaining Unit Member being unable to perform his/her duties, he/she shall be provided leave without loss of pay or benefits. The attending physician will submit a medical recommendation to the Superintendent as to the fitness of the individual to assume his/her duties. The Board reserves the right to a second opinion by a physician not associated with the attending physician and will assume the cost of this second opinion.
- 23.4 Assault leave may be used for the period of disability up to a maximum of one hundred eighty-three (183) work days per assault.
- 23.5 These days shall not be subtracted from sick leave, nor shall they be charged against any other leave.
- 23.6 At the termination of the disability, the Bargaining Unit Member shall return to the position held prior to the disability.
- 23.7 Pay of a Bargaining Unit Employee on assault leave shall be reduced by the amount received, if any, for Worker's Compensation as a benefit to cover loss of pay as a result of injury. However, the Bargaining Unit Member's pay shall not be reduced by benefits received from Worker's Compensation to cover occupational diseases, medical diseases, medical expenses, nursing expenses, hospital services, medicines and/or rehabilitation services.

**ARTICLE 24
PREGNANCY DISABILITY LEAVE**

- 24.1 Bargaining Unit Members may use accumulated sick leave, or advancements thereof, for absence due to pregnancy disability.
- 24.2 Bargaining Unit Members for whom sufficient sick leave is not available to cover the period of disability shall be granted unpaid leave for the portion not covered by sick leave.
- 24.3 Application for leave shall be in writing. This application shall be filed with the Superintendent at least thirty (30) days in advance except in a case of emergency, in which case the application must be filed at the first opportunity.
- 24.4 A Bargaining Unit Member on paid leave may continue insurance coverage through the existing process of payroll deduction. For a Bargaining Unit Member on unpaid leave, Section 22.2

applies. The Bargaining Unit Member shall be entitled to reinstatement at the expiration of the period of disability to the same assignment held immediately prior to leave.

ARTICLE 25
MATERNITY/PATERNITY/ADOPTION/BONDING

- 25.1 In addition to Sick Leave or Pregnancy Disability Leave, a Bargaining Unit Member who is expecting the birth of or adopting a child shall be entitled to leave without pay for maternity or paternity reasons to begin at any time between: a) the commencement of pregnancy; and b) one (1) year after the child is born or adopted. Such leave may be extended for an additional period upon application for extension.
- 25.2 Applications for maternity/paternity/adoption/bonding leave shall be in writing and shall contain a statement of the expected date of birth, or in the case of adoption, the date of obtaining insurance eligibility, the date on which the leave is to commence, and the date of anticipated return to service. The Board may require that the return to service coincide with the start of a semester.
- 25.3 Upon return from leave, the Bargaining Unit Member shall be reinstated to the same position held prior to the leave.
- 25.4 If a Bargaining Unit Member desires to return to active service prior to the stated date of return of the application for leave, the Bargaining Unit Member shall notify the Superintendent in writing that an early return is requested and the date upon which the Bargaining Unit Member wishes to return.
- 25.5 Individuals on leave may continue insurance coverage by paying the entire amount of the premiums in effect at the time of leave. Payment shall be made to the Treasurer prior to the first of each month.
- 25.6 Nothing in this Agreement is intended to preclude an eligible Bargaining Unit Member from taking leave under the Family and Medical Leave Act of 1993 ("FMLA") in accordance with its terms. The twelve-month period during which up to twelve (12) weeks of FMLA leave may be taken is a rolling twelve-month period measured forward from the date the Bargaining Unit Member uses leave under the FMLA.

ARTICLE 26
JURY DUTY/WITNESS LEAVE

- 26.1 The Board shall grant full pay when a Bargaining Unit member is summoned for jury duty or subpoenaed as a witness in any court or administrative agency. To be granted full pay, documentation of attendance must be submitted to the Treasurer within 30 days of jury duty. All compensation received for such duty shall be remitted to the Treasurer, unless such duty is performed on non-teaching days. The board shall not pay under this Section when the Bargaining Unit member is a party to the court action (In this case, a Bargaining Unit member may utilize personal leave or unpaid

leave at the Bargaining Unit member's option).

- 26.2 Use of jury duty/witness leave shall not be subtracted from any other leave. The absence from duty of a Bargaining Unit Member whose presence elsewhere is required under the terms of this Article will not be counted against the employee for the purpose of determining whether the employee qualifies for an individual or group attendance incentive payment under Article 41 of Agreement.

**ARTICLE 27
ASSOCIATION LEAVE**

- 27.1 The Association President or designee shall be allowed a total of seven (7) days to attend official Association affiliated meetings, conferences and conventions, not to include grievance or arbitration hearings. Additionally: the Association President will be afforded 80 minutes per every two weeks to meet with the Superintendent or others that dictate attention.
- 27.2 Association leave shall not be deducted from any other leave.

**ARTICLE 28
PAY FOR ADDITIONAL COLLEGE CREDIT**

- 28.1 The Board will reimburse any Bargaining Unit Member for further study in their teaching field at a college or university, the sum of \$150.00 per credit hour, up to and including ten (10) hours of credit or \$1500.00 per year for associate and undergraduate credit, or the sum of \$300.00 per credit hour, up to and including seven (7) hours of credit or \$2100.00 per year for graduate credit. If the cost is less than the stated per credit hour, the reimbursement will be for the actual cost incurred. All coursework must be approved by the Superintendent prior to the beginning of said course work. A maximum of \$20,000.00 District Wide may be approved each year of this agreement. The Bargaining Unit Member must earn a final grade of at least "C" or better or "P" to qualify for reimbursement for associate or undergraduate course work or, a final grade of at least "B" or better or "P" to qualify for reimbursement for graduate course work.

College Reimbursement Forms located in the appendix:

1. Scioto County CTC Reimbursement for College Tuition
2. Scioto County CTC College Coursework Approval Form

**ARTICLE 29
STRS PICK-UP UTILIZING THE SALARY REDUCTION METHOD**

- 29.1 The Board shall pick up contributions to the State Teachers Retirement System paid on behalf of Bargaining Unit Members utilizing the salary reduction under the following terms:
1. The amount "picked up" on behalf of each Bargaining Unit Member shall be the Bargaining Unit Members statutory mandated contribution. The Bargaining Unit Member's annual compensation shall be reduced by an amount equal

to the amount "picked up" by the Board for the purpose of city, state, and federal tax.

2. The pick-up shall apply uniformly to all Bargaining Unit Members.

ARTICLE 30
WORK YEAR/HOURS OF EMPLOYMENT

30.1 Contract Term

The work year for Bargaining Unit Members is 183 days.

30.2 Working Hours for Instructors

Working hours for Bargaining Unit Members are for a period not to exceed six (6) hours and forty-five (45) minutes. The normal school day is from 8:00 a.m. to 2:45 p.m. Bargaining Unit Member schedules that deviate from the normal school day must be approved by the Superintendent. Bargaining Unit Members shall be in their classroom or laboratory area no later than 8:15 a.m. who do not have a before school assignment/duty. All Bargaining Unit Members are to personally sign in at the Administrative Office, T & I Building or the Student Services Office at the beginning of the work day.

- 30.3
 1. The work day shall consist of nine (9) forty (40) minute periods per day. (Periods may be combined to create eighty (80) minute blocks where block scheduling is used.) For each Bargaining Unit Member the maximum assigned time shall be 1350 minutes per week (avg. 270 min. per day). Satellite instructors assigned to home schools will follow time schedule of their assigned building.
 2. Each Bargaining Unit Member will have one planning period and one duty-free lunch period. Each bargaining unit member may be assigned six (6) periods of class and/or duty assignments per day.
 3. Each bargaining unit member may have an additional 150 minutes of assigned duty per week (five (5) days). Bargaining Unit Members with the least assignments per day will be given the additional duties first.
- 30.4
 1. Bargaining Unit Members who have 320 minutes of assigned duty per day will receive an additional salary amount of \$3,138 per year (\$3,452 for 2014-2015; \$3,625 for 2015-2016) or \$1569 per semester (\$1,726 for 2014-2015; \$1,813 for 2015-2016).
 2. Bargaining Unit Members who have 280 minutes of assigned duty per day will receive an additional salary amount of \$1,569 per year (\$1,726 for 2014-2015; \$1,813 for 2015-2016) or \$785 per semester (\$863 for 2014-2015; \$907 for 2015-2016).
 3. Pay for additional assignments in Article 30.4.1 and

30.4.2 and supplemental contracts in Article 39.1 will be paid per the following schedule:

50% before the Christmas break and 50% on the last pay before summer break, if assignment and/or supplemental project is successfully completed as determined by the Superintendent.

- 30.5 Bargaining Unit Members will receive their regular pay for time lost on days when schools are closed because of an epidemic or other public calamity such as severe weather. When school openings are delayed for students, Bargaining Unit Members shall report to work thirty (30) minutes before the school is to open. Make-up days shall be made up without additional pay, with the further understanding that any calamity days allowed within the context of the law, within a given school year, will not be made up.
- 30.6 Satellite instructors who are assigned to home schools will be compensated at their daily rate (prorated by hour) for any days required in excess of 183 days. Satellite instructors may also claim mileage reimbursement only for the extra miles they are required to drive between schools at the current IRS mileage rate.

ARTICLE 31 YOUTH ACTIVITY SUPERVISION

- 31.1 The Board shall pay full-time Bargaining Unit Members involved with supervising any number of career technical students participating in a co-curricular youth activity or other Board-approved youth activity on non-school time. Reimbursement shall be \$150.00 per day or per diem for the overnight activity. For purposes of this Article a day shall be any 24-hour period within the stated parameters.

If an instructor teaches on Friday and takes a group of students out of town overnight for an activity on Saturday then returns those students on Saturday he or she shall receive a per diem.

1. If an instructor takes students only on a Saturday with no overnight responsibilities he or she will receive a \$150.00 stipend.
2. If an instructor takes students out of town on an evening or overnight youth activity during a weeknight (Monday-Thursday) the instructor will receive a stipend of \$25.00 an hour up to a maximum of \$150.00 for the evening or overnight responsibilities. This does not apply to an instructor who receives a per diem under 31.1.1 or a per diem for events that occur outside of the school calendar.

- 31.2 The mileage rate will be the IRS rate per mile.
- 31.3 The Board will reimburse Bargaining Unit Members a daily sum of \$30 or the current rate adopted by the Board, (whichever is greater) to cover the cost of meals while outside the

District.

- 31.4 Reasonable motel lodging for participating Bargaining Unit Members will be paid.
- 31.5 An itemized budget of estimated expenses will be submitted for consideration to the Superintendent (or designee) on the Board-prescribed form at the time of request and prior to the date of the youth club activity.
- 31.6 By September 1st of each year, the Treasurer will inform the Association President of the total amount of Board funds available during that school year for youth club budget support and youth club supervision under this Article.

**ARTICLE 32
PAYROLL DEDUCTIONS**

- 32.1 Payroll deduction shall be made by the Board Treasurer, upon written authorization, for the following:
 - 1. Scioto County JVS Teachers Association
 - 2. Ohio Education Association
 - 3. Credit Union
 - 4. S.O.M.C. Life Center
 - 5. Federal, State, Local and City Taxes
 - 6. Annuities (according to adopted board policy)
 - 7. Insurance
 - 8. ACTE/Ohio ACTE
 - 9. AAA Automobile Club
(Subject to limitations of computer system)
- 32.2 Membership dues shall be deducted in a maximum of fifteen (15) equal installments.
- 32.3 A check, equal to the amount of the deductions, shall be remitted to the Association within ten (10) days of the date such deductions are made.

**ARTICLE 33
PAY PERIODS**

- 33.1 Beginning with the first pay of the 2011-2012 school year, the Board will implement a twenty-four (24) pay period schedule for its Bargaining Unit Members. The Members shall be paid on the 15th and last day of each month, unless these days fall on a legal holiday, a Saturday, or a Sunday. In those cases, Members will be paid on the last week day preceding the holiday or weekend. The first pay of the school year will be the last pay date in August.

A Bargaining Unit employee's bi-weekly taxable wages consist of their gross pay less any deductions for annuities, employee share of insurance, and STRS.

On or after July 1, 2002, any new employees will be required to participate in Automatic Direct Deposit program.

ARTICLE 34
INSTRUCTOR'S PERSONNEL FILE

- 34.1 A file on each Bargaining Unit Member and other employees (full-time, part-time, adult and substitute) is retained in the office of the Treasurer and generally contains information concerning:
1. Original application for employment and reference information.
 2. Past and present teaching certificates.
 3. General payroll information.
 4. Copies of requests for sick leave, personal leave and professional leave.
 5. Other general information as required by the State of Ohio Department of Education.
 6. A Bargaining Unit Member may initiate a mutual review of file information with the appropriate administrator not more than annually. Any material deemed no longer relevant will be removed.
- 34.2 A file on each Bargaining Unit Member is retained in the office of the Superintendent or Human Resources and generally contains information concerning:
1. Past and present teaching credentials.
 2. Supervisory/Administrative evaluation forms.
 3. Self-rating forms.
 4. Letters from citizens concerning a particular Bargaining Unit Member.
 5. Memorandums concerning follow-up conferences, general discussion meetings, classroom and shop visitations, and verbal and written reprimands.
 6. Performance evaluation and general information memorandums to the Board.
 7. A Bargaining Unit Member may initiate a mutual review of file information with the appropriate administrator not more than annually. Any material deemed no longer relevant will be removed.
- 34.3 The Superintendent shall furnish from the personnel file of each Bargaining Unit Member retained in the Superintendent's office, one copy from the above items in Section 34.2 marked

1, 2, and 3 upon the Bargaining Unit Member's request; and items 4, 5, and 6 to the pertinent Bargaining Unit Member at the time of entry into the personnel folder.

- 34.4 Two copies of 4, 5, and 6 mentioned in the above paragraph will be furnished to the pertinent Bargaining Unit Member, and the signature of the Bargaining Unit Member shall be affixed at the bottom of the documents after the following statement: "My signature affixed to this document verifies that I have received a copy for my personal retention." One copy shall be returned to the Superintendent for retention in the Superintendent's personnel folder.
- 34.5 All materials placed in the Bargaining Unit Member's personnel file shall be dated and identifiable as to its source.
- 34.6 A Bargaining Unit Member may attach a statement of rebuttal/ explanation to any material placed in his/her personnel file.
- 34.7 A Bargaining Unit Member may review his/her personnel file at any time and may be accompanied by a representative of his/her choice.

ARTICLE 35
PROFESSIONAL RIGHTS/INDIVIDUAL RIGHTS

35.1 Mail Boxes

Each Bargaining Unit Member will have a mail box at a location mutually agreeable to the Association and the Board. Mail boxes should be checked daily for mail, special notices, etc.

- 35.2 Each Bargaining Unit Member shall have access in each school center to all Board policies, State Board of Education Rules and School Laws.
- 35.3 The Board agrees that Bargaining Unit Members may wear insignia, pins, or other identification of membership in the Association, or other lawful organizations, civic or professional, during the school day.
- 35.4 Bargaining Unit Members and spouses shall have free admission to all school related activities and functions.
- 35.5 In the performance of the professional teaching duties, Bargaining Unit Members shall have use of all board owned technological equipment and software.
- 35.6 The Board agrees that all Bargaining Unit Members are entitled to full rights of citizenship regardless of race, creed, sex, place or origin, age, or disability.
- 35.7 Bargaining Unit Members have the right to participate in professional and civic organizations for their personal benefit and interest, and to exercise their constitutional rights of political involvement without fear of reprisal or discipline.
- 35.8 The Board agrees that the private and personal life of any

Bargaining Unit Member is not within the appropriate concern or attention of the Board as a condition of employment or renewed employment, except as it affects his/her performance as a teacher pursuant to Section 3319.16 of the Ohio Revised Code.

- 35.9 The Board shall provide liability insurance for any Bargaining Unit Member who transports in his/her own car any student to complete the mission of the school. It is expressly understood that the mission of the school includes transporting a student to their residence in cases where the Bargaining Unit Member deems it unsafe to leave the student on school property.

ARTICLE 36 TEACHER CONTRACTS

36.1 Contracts

Two types of contracts are issued - Limited and Continuing. Limited contracts are for a term of not to exceed five (5) years, and continuing contracts remain in effect until the Bargaining Unit Member resigns, retires, or is terminated.

36.2 Eligibility for Continuing Contracts

A continuing contract is based on possession of an appropriate license/certificate in a Bargaining Unit Members teaching area and on completion of a three year period in the SCJVS school system and shall be issued in accordance with Section 3319.11 of the Ohio Revised Code.

Eligibility for a continuing contract is based on Sections 3319.11 and 3319.08 of the Ohio Revised Code.

36.3 Sequence of Contract Issuance

Regular limited contracts shall be offered in the following manner:

1. Upon initial employment, a one-year contract shall be issued by the Board.
2. The second contract issued by the Board shall be for two years with the Board reserving the option of issuing a second one-year contract after notifying the Bargaining Unit Member in writing of the reason for issuance of a second one-year contract.
3. The third contract issued by the Board and thereafter shall be for five (5) years, except to Bargaining Unit Members who have received a second one-year contract.

- 36.4 If, prior to the last year of a multiple-year limited contract, a Bargaining Unit Member becomes eligible for a continuing contract, the following rules will apply:

1. If the Bargaining Unit Member becomes eligible for a continuing contract, and gives written notice of such eligibility to the Superintendent at any time other than the period between January 1 and April 30, inclusive, the

Board will act at its next April meeting on whether to cancel the limited contract and award the Bargaining Unit Member a continuing contract.

2. If written notice of such eligibility is received by the Superintendent between January 1 and April 30, inclusive, the Board will act at its April meeting in the following calendar year on whether to cancel the limited contract and award the Bargaining Unit Member a continuing contract.
3. If the Board elects not to award a continuing contract under Paragraphs 1 or 2 above, or if the Bargaining Unit Member elects not to give the Superintendent written notice of continuing contract eligibility, the Bargaining Unit Member's limited contract shall continue in effect for its stated term.

ARTICLE 37

INSERVICE AND TEACHERS' MEETINGS

- 37.1 All Bargaining Unit Member(s) will receive five (5) days advance notice of any in-service meeting and/or teachers' meetings. All such meetings must be applicable to the Bargaining Unit Member's area of instruction or the general advancement of the District.

The following In-Service days will be mandatory:

1. Two (2) in-service days at the beginning of the school year:
 - Day One - 6.75 hrs.
 - Day Two - 3.50 hrs.
2. One (1) in-service day at the end of the school year (3.50 hrs.)
3. One (1) Parent-Teacher Conferences (5 hrs.)
4. One (1) Parent-Teacher Conference & Open house (5 hrs.)
5. Advisory Banquet (2 hrs.)
6. Completion Ceremony (2 hrs.)
7. Floating in-service day by mutual agreement (3 hrs.)
8. Day before Thanksgiving is a non-work day (-6.75)

ARTICLE 38

FACULTY-ADMINISTRATION COUNCIL

- 38.1 A Faculty-Administration Council shall be established between the Board, the Administration, and the Association. The Council shall consist of the Superintendent and one other Administrator and five (5) Association members appointed by the Association, two (2) from each of the following instructional areas: Business and/or T&I, Academic, plus one (1) other as recommended by the Bargaining Unit Members. The Council will establish its own rules of procedure, including selection of a chairperson, and should meet at least monthly or at other additional mutually agreeable dates.

Additionally: the FAC will review the student handbook and school calendar to make suggestions toward the contents. This will be prior to the posting of either to staff.

- 38.2 General purposes of the Council will be to:

1. Provide a vehicle for communication.
 2. Resolve problems within the school.
 3. Notify the Association of changes made by the Board which affect the instructional staff.
 4. Disseminate general information.
 5. Discuss ways to improve the delivery of educational services.
- 38.3 Duties of the Council will include, but not be limited to, a consideration of:
1. Building policy and procedures.
 2. Building maintenance and cleanliness.
 3. Building maintenance pertaining to health and safety issues.
 4. Enforcement of this Agreement in the building.
 5. Student discipline.
 6. Evaluation of Administrative Policies.
- 38.4 The Council will have thirty (30) days from the most recent FAC meeting to study and report their findings to the Board and Administration, the Board and Administration shall not implement any changes in the areas set forth in Section 38.3.
- 38.5 Findings and reports of this Council are advisory.
- 38.6 Agenda - At least five (5) working days prior to the scheduled meeting each party shall furnish an agenda or list of matters to be discussed.

ARTICLE 39
SUPPLEMENTAL CONTRACTS AND EXTENDED TIME

- 39.1 The supplemental contracts listed below will be referred to the Faculty Administration Council for consideration and study. The Council will, by September 20th of each school year, make recommendation to the Board and the Association regarding staffing and compensation. After ratification by the Board and Association, the supplemental salaries shall become part of the Agreement.

Intramurals -----	2 persons @ \$250.00 each
Prom -----	2 persons @ \$750.00 each
Year Book -----	1 person @ \$750.00 each
Nat'l Car.Tech Hon Soc	1 person @ \$500.00 each
Skills USA-----	3 persons @ \$750.00 each
BPA -----	2 persons @ \$750.00 each
HOSA-----	3 persons @ \$750.00 each
Student Senate -----	1 person @ \$750.00 each
Quiz Bowl -----	1 person @ \$750.00 each
EDC -----	4 people @ \$1000.00 each

LPDC ----- 2 persons @ \$1000.00 each
 LPDC Officers----- 2 persons @ \$1200.00 each

**Additionally, as monies allows, the Association will work with the Professional Development group to determine persons to be involved in the activities*

- 39.2 If, in the future, the Ohio Department of Education mandates extended time for a position, the number of days will be allowed to the extent of the mandate.
- 39.3 Extended time will be paid at the per diem rate according to the following schedule:

Technology -----1 person per diem@ 20 days
 Special Needs -----2 persons per diem@ 10 days
 Grads -----2 persons per diem@ 10 days
 Library-----1 person per diem@ 10 days

A request for additional days may be submitted in writing at least fifteen (15) calendar days before a subsequent regular meeting of the Board, in which case the Superintendent (or designee) will notify the Bargaining Unit Member as to whether the request was approved within seven (7) calendar days of such subsequent meeting.

(Extended time for days worked on or after July 1 will be paid on the basis of the next year's salary schedule).

ARTICLE 40 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

- 40.1 A Local Professional Development Committee composed of seven (7) members shall be established with District-wide responsibility to perform the functions required by Section 3319.22 of the Ohio Revised Code and the administrative rules adopted under the statute. Three (3) members shall be appointed by the Superintendent, and four (4) members shall be selected by the Association. Members shall serve two-year terms, except that the initial term of one (1) member appointed by the Superintendent and one (1) member selected by the Association shall be for one (1) year. Vacancies will be filled by the Superintendent or Association, whichever applies. The Committee shall determine the frequency, time and place of meetings.

The Committee will set the criteria for the approval for Individual Professional Development Plans (IPDP's) and will establish procedures for carrying out the Committee's duties as prescribed in law and rules.

Supplemental contracts shall be issued to all Committee members from within the bargaining unit; the method and amount of compensation for Committee members is to be worked out by the Board and the Association.

ARTICLE 41 ATTENDANCE INCENTIVE

- 41.1 Bargaining Unit Members may become eligible for an attendance incentive if the following parameters are met:

- Any Bargaining Unit Member who has used zero (0) days of sick leave for an entire nine (9) week period will receive an attendance bonus of \$175.00 for that nine (9) week period.
- Any Bargaining Unit Member who uses one (1) or fewer days of sick leave for an entire nine (9) week period will receive an attendance bonus of \$150.00 for that nine (9) week period.
- Any Bargaining Unit Member who uses two (2) or fewer days of sick leave for an entire nine (9) week period will receive an attendance bonus of \$100.00 for that nine (9) week period.

Each nine (9) week period stands by itself, with no "carry-overs" or "carry forwards." Use of non-paid, deduct days during a semester will eliminate that individual from eligibility for the attendance incentive. Bargaining Unit Members may qualify for only one level of reimbursement per quarter.

This proposal addresses sick leave only. Incentives would be paid within two weeks following the end of each nine (9) week period.

- 41.2 If total attendance of all Bargaining Unit Members is greater than or equal to 97%, then all Bargaining Unit Members will receive a bonus of \$450.00 payable on the first pay following State Department of Education's verification of District's attendance percentage (approximately September). Only sick days will be used in the calculation of the 97%. Payment will be made only to Bargaining Unit Members that the incentive was impacted through not those employed at the time of determination.

NOTE: Attendance incentives are not to be included on the Salary Schedule. All leave forms must be submitted by the end of the corresponding nine (9) week period for the person to be eligible for this incentive.

ARTICLE 42 FAIR SHARE FEE

- 42.1 The Board shall deduct from the pay of Bargaining Unit Members who elect not to become or to remain members of the Association a fee for the Association's representation of such non-members during the term of this Agreement.
- 42.2 Notice of the amount of the annual fee, which shall be equal to 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer on or about September 15, of each year during the term of this Agreement for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

42.3 Schedule of Deductions

Payroll deduction shall commence on the first pay date which occurs on or after January 15th annually. In the case of employees newly hired after the beginning of the school year, the deduction shall commence on the first pay date on or after the later of:

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

42.4 Transmittal of Deductions

The Board agrees to accompany each transmittal with a list of the names of the bargaining unit members for whom deductions were made, the period covered, and the amount deducted for each.

42.5 Procedure for Rebate

The Association represents to the Board that an internal rebate procedure has been established in accordance with

Section 4117.09(C) of the Ohio Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each Bargaining Unit Member who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws.

42.6 Entitlement to Rebate

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

ARTICLE 43 RETIRE/REHIRE

- 43.1 This Article governs the terms and conditions of employment of any retired teacher whom the Board chooses to regularly employ in a position that falls within the description of the bargaining unit appearing in Article 1.2 of this Agreement. To be eligible for hire under this article, the retiree must be a Highly Qualified Teacher or have the Highest State or National Trade Certificate Available in the area of instruction. Except as otherwise specified below, any such employee will become a bargaining unit member upon employment and be subject to the provisions of this Agreement.
- 43.2 For placement purposes on the teachers' salary schedule, the employee will be placed in "class one (1)". The Superintendent in connection with Association President will determine the step placement ranging from 0 to 5. Once placed on the salary schedule, there will be no advancement of steps.
- 43.3 The employee will receive a one-year limited contract of employment (if employed after the start of the school year, such contract will be for the remainder of that school year). If subsequently reemployed, the employee will be awarded

successive one-year limited contracts. In no event will the employee qualify for a continuing contract or a multi-year limited contract.

- 43.4 Neither the evaluation procedures in Article 8 of this Agreement nor the procedures appearing in Section 3319.111 of the Ohio Revised Code shall apply to the employee. The Board may choose to evaluate the employee, but is not required to do so. Any limited contract received under 43.3 above will automatically nonrenew at the end of its term. The procedures appearing in Section 3319.11 of the Ohio Revised Code Section, including the post-nonrenewal procedures appearing in Section 3319.11(G), shall not apply to any such contract nonrenewal.
- 43.5 The employee will be credited with zero (0) years of seniority and shall not accrue seniority for any purpose.
- 43.6 The employee shall be eligible for a supplemental contract at the discretion of the Superintendent, but will in no event displace a qualified bargaining unit member from a supplemental position.
- 43.7 The employee shall be eligible for all leaves under this Agreement except that in no event will the employee be awarded a sabbatical leave.
- 43.8 The employee shall not be eligible to participate in any type (health, dental, vision, life) of insurance fringe benefits generally accorded to other bargaining unit employees if the employee can obtain that type of insurance coverage through STRS. If, by STRS policy, the employee is precluded from obtaining such coverage through STRS, the employee may then participate in that particular type of Board-provided insurance on the same terms as apply to other bargaining unit employees.
- 43.9 The employee will in no event qualify for severance pay under Article 15 of this Agreement. The employee will in no event qualify for tuition reimbursement under Article 28 of the Agreement.
- 43.10 The provisions of this Article supersede and prevail over any inconsistent terms that may appear elsewhere in this Agreement or in any part of the Ohio Revised Code.
- 43.11 It is mutually understood that, if the employee is being considered for employment in the same position from which he/she retired, the public notice and hearing provisions of Section 3307.353 of the Ohio Revised Code apply.

ARTICLE 44 IMPLEMENTATION AND DURATION

- 44.1 This Agreement shall become effective at 12:01 a.m. upon contract approval by the Association and the Board, and it shall remain in effect through midnight, June 30, 2016.
- 44.2 During the duration of this Agreement, the Board shall

maintain all terms, conditions, and benefits of employment not less than the level in effect as of the effective date of this Agreement. This Agreement shall not be interpreted or applied to deprive Bargaining Unit Members of advantages heretofore enjoyed unless otherwise expressly stated herein.

- 44.3 If there is a conflict between a provision of this Agreement and Section 4117.10 (A) of the Ohio Revised Code, a federal or state law, or valid rules or regulations adopted by a federal or state agency, as determined by a court of competent jurisdiction, all other provisions of this Agreement which are not in conflict shall continue in full force and effect. The parties shall meet to negotiate any necessary changes in this Agreement relative to the affected provision within thirty (30) days of demand by either party.
- 44.4 The parties agree that, should any provision of this Agreement be found to be invalid, they will schedule a meeting within thirty (30) days at a mutually agreeable time to attempt to negotiate alternative language which would bring the affected provision(s) into compliance with said court decision.
- 44.5 This Agreement may be added to, deleted from, or otherwise changed only by negotiations and amendment properly signed and ratified by each party, or by an Association agreement.
- 44.6 Should there be a conflict between this Agreement and any Board policy or practice, the terms of this Agreement shall prevail.
- 44.7 Within thirty (30) days after the Agreement is signed, it shall be posted as a PDF file on the District website. Each Bargaining Unit Member hired thereafter shall be instructed upon where to access the Agreement on the District website. The Association shall be supplied with a PDF file of the Agreement posted on the District website. Any subsequent revision (s) or amendment (s) also shall be posted within thirty (30) days of the revision or amendment.

Raymond Belcher 11-11-13
 SCJVS Board President Date

[Signature] 11/11/13
 Superintendent Date

[Signature] 11-11-13
 Treasurer Date

[Signature] 11/11/13
 Board Negotiations Committee Member Date

[Signature] 11/11/13
 SCJVSTA President Date

[Signature] 11/11/13
 Negotiations Committee Member Date

Deborah Darland 11/11/13
 Negotiations Committee Member Date

John Beedy 11-11-13
 Negotiations Committee Member Date

GRIEVANCE REPORT FORM PART II

LEVEL II

(Submitted to Superintendent)

A. Position of Aggrieved or Association _____

Signature of Aggrieved _____ Date _____

B. Superintendent's Response (on back) _____ Meeting Date _____

Signatures of those attending: _____
Superintendent

Supervisor _____ Aggrieved _____

Grievance Committee Member _____ OEA Representative _____

C. Written Response _____

Signature of Superintendent _____

Date of Written Response _____

GRIEVANCE REPORT FORM PART III

LEVEL III

(Submitted to Board of Education)

A. Position of Aggrieved or Association _____

Signature of Aggrieved _____ Date _____

B. Board's Response (on back) Meeting Date _____

Signatures of those attending: _____

Board President _____

Superintendent _____ Supervisor _____

Aggrieved _____ Grievance Committee Member _____

OEA Representative _____

C. Written Response _____

Signature of Board President _____

Date of Response _____

Certified Salary Schedule

2013-2014 Salary Schedule						
Step	Class I		Class II		Class III	
0	100.0%	33,215	104.0%	34,544	109.7%	36,437
1	103.8%	34,477	108.5%	36,038	114.7%	38,098
2	107.6%	35,739	113.0%	37,533	119.7%	39,758
3	111.4%	37,002	117.5%	39,028	124.7%	41,419
4	115.2%	38,264	122.0%	40,522	129.7%	43,080
5	119.0%	39,526	126.5%	42,017	134.7%	44,741
6	122.8%	40,788	131.0%	43,512	139.7%	46,401
7	126.6%	42,050	135.5%	45,006	144.7%	48,062
8	130.4%	43,312	140.0%	46,501	149.7%	49,723
9	134.2%	44,575	144.5%	47,996	154.7%	51,384
10	138.0%	45,837	149.0%	49,490	159.7%	53,044
11	141.8%	47,099	153.5%	50,985	164.7%	54,705
12	145.6%	48,361	158.0%	52,480	169.7%	56,366
15	149.4%	49,623	162.5%	53,974	174.7%	58,027
20	153.2%	50,885	167.0%	55,469	179.7%	59,687
25	157.0%	52,148	171.5%	56,964	184.7%	61,348

2014-2015 Salary Schedule						
Step	Class I		Class II		Class III	
0	100.0%	33,879	104.0%	35,234	109.7%	37,165
1	103.8%	35,166	108.5%	36,759	114.7%	38,859
2	107.6%	36,454	113.0%	38,283	119.7%	40,553
3	111.4%	37,741	117.5%	39,808	124.7%	42,247
4	115.2%	39,029	122.0%	41,332	129.7%	43,941
5	119.0%	40,316	126.5%	42,857	134.7%	45,635
6	122.8%	41,603	131.0%	44,381	139.7%	47,329
7	126.6%	42,891	135.5%	45,906	144.7%	49,023
8	130.4%	44,178	140.0%	47,431	149.7%	50,717
9	134.2%	45,466	144.5%	48,955	154.7%	52,411
10	138.0%	46,753	149.0%	50,480	159.7%	54,105
11	141.8%	48,040	153.5%	52,004	164.7%	55,799
12	145.6%	49,328	158.0%	53,529	169.7%	57,493
15	149.4%	50,615	162.5%	55,053	174.7%	59,187
20	153.2%	51,903	167.0%	56,578	179.7%	60,881
25	157.0%	53,190	171.5%	58,102	184.7%	62,575

2015-2016 Salary Schedule

Step	Class I		Class II		Class III	
0	100.0%	34,557	104.0%	35,939	109.7%	37,909
1	103.8%	35,870	108.5%	37,494	114.7%	39,637
2	107.6%	37,183	113.0%	39,049	119.7%	41,365
3	111.4%	38,496	117.5%	40,604	124.7%	43,093
4	115.2%	39,810	122.0%	42,160	129.7%	44,820
5	119.0%	41,123	126.5%	43,715	134.7%	46,548
6	122.8%	42,436	131.0%	45,270	139.7%	48,276
7	126.6%	43,749	135.5%	46,825	144.7%	50,004
8	130.4%	45,062	140.0%	48,380	149.7%	51,732
9	134.2%	46,375	144.5%	49,935	154.7%	53,460
10	138.0%	47,689	149.0%	51,490	159.7%	55,188
11	141.8%	49,002	153.5%	53,045	164.7%	56,915
12	145.6%	50,315	158.0%	54,600	169.7%	58,643
15	149.4%	51,628	162.5%	56,155	174.7%	60,371
20	153.2%	52,941	167.0%	57,710	179.7%	62,099
25	157.0%	54,254	171.5%	59,265	184.7%	63,827

2014-2015 Salary Schedule

Step	Class I		Class II		Class III	
0	100.0%	34,557	104.0%	35,939	109.7%	37,909
1	103.8%	35,870	108.5%	37,494	114.7%	39,637
2	107.6%	37,183	113.0%	39,049	119.7%	41,365
3	111.4%	38,496	117.5%	40,604	124.7%	43,093
4	115.2%	39,810	122.0%	42,160	129.7%	44,820
5	119.0%	41,123	126.5%	43,715	134.7%	46,548
6	122.8%	42,436	131.0%	45,270	139.7%	48,276
7	126.6%	43,749	135.5%	46,825	144.7%	50,004
8	130.4%	45,062	140.0%	48,380	149.7%	51,732
9	134.2%	46,375	144.5%	49,935	154.7%	53,460
10	138.0%	47,689	149.0%	51,490	159.7%	55,188
11	141.8%	49,002	153.5%	53,045	164.7%	56,915
12	145.6%	50,315	158.0%	54,600	169.7%	58,643
15	149.4%	51,628	162.5%	56,155	174.7%	60,371
20	153.2%	52,941	167.0%	57,710	179.7%	62,099
25	157.0%	54,254	171.5%	59,265	184.7%	63,827

Formal Observation Notification

Date ___/___/___
observation

1st formal

2nd formal observation

3rd formal

Teacher Name: _____
observation (if necessary)

Evaluator(s) Name: _____

I have scheduled a classroom observation for you per the information below. We will review your lesson plans and objects for the week of your scheduled observation in the pre-observation conference. The pre and post-observation conferences will be held in my office.

Date and Time of pre-observation conference

Date and Time of observation

Date and Time of Midyear conference _____

Date and Time of post-observation conference

Should you have any questions, please do not hesitate to contact me.

Photocopy given to teacher

SCCTC INFORMAL OBSERVATION FORM

Teachers Name: _____ Grade(s)/Subject/Program Area(s): _____

Evaluator Name: Kyle Copley Date: / /

Time Walkthrough Begins: _____ Time Walkthrough Ends: _____

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

EVALUATOR OBSERVATIONS	
<input type="checkbox"/> Instruction is developmentally appropriate	<input type="checkbox"/> Lesson content is linked to previous and future learning
<input type="checkbox"/> Learning outcomes and goals are clearly communicated to students	<input type="checkbox"/> Classroom learning environment is safe and conducive
<input type="checkbox"/> Varied instructional tools and strategies reflect student needs and learning objectives	<input type="checkbox"/> Teacher provides students with timely and responsive feedback
<input type="checkbox"/> Content presented is accurate and grade appropriate	<input type="checkbox"/> Instructional time is used effectively
<input type="checkbox"/> Teacher connects lesson to real-life applications	<input type="checkbox"/> Routines support learning goals and activities
<input type="checkbox"/> Instruction and lesson activities are accessible and challenging for students	<input type="checkbox"/> Multiple methods of assessment of student learning are utilized to guide instruction
<input type="checkbox"/> Learning objective(s) is evident to the students	<input type="checkbox"/> Students interact with classroom/lab environment
<input type="checkbox"/> Scoring rubrics are displayed/provided	<input type="checkbox"/> Student work displayed
<input type="checkbox"/> Materials are available in the classroom/lab	<input type="checkbox"/> Other:
Identify student actions:	Determine level(s) of student work:
<input type="checkbox"/> Listening	<input type="checkbox"/> Recalling information (Remembering)

<input type="checkbox"/> working with hands on materials	<input type="checkbox"/> Comprehending information (Understanding)
<input type="checkbox"/> reading	<input type="checkbox"/> Using information in a new way (Application)
<input type="checkbox"/> writing	<input type="checkbox"/> Breaking down information into parts(Analysis)
<input type="checkbox"/> speaking	<input type="checkbox"/> Make judgments about the value of ideas or materials (Evaluating)
<input type="checkbox"/> Other:	<input type="checkbox"/> Putting Information together in new ways, with emphasis on creating a new meaning (Creating)
Identify instructional practices:	Identify Instructional materials:
<input type="checkbox"/> Coaching <input type="checkbox"/> Informal assessment <input type="checkbox"/> Modeling <input type="checkbox"/> Providing opportunities for homework/ practice <input type="checkbox"/> Discussion <input type="checkbox"/> Lecture <input type="checkbox"/> Presentation <input type="checkbox"/> Teacher directed Q & A <input type="checkbox"/> Hands-on experience <input type="checkbox"/> Learning centers <input type="checkbox"/> Providing directions/instructions <input type="checkbox"/> Testing <input type="checkbox"/> Cooperative learning <input type="checkbox"/> Summarizing/note taking <input type="checkbox"/> Differentiation <input type="checkbox"/> None	<input type="checkbox"/> Computer Software <input type="checkbox"/> Lab activity <input type="checkbox"/> Real-world object <input type="checkbox"/> video <input type="checkbox"/> content-specific manipulative <input type="checkbox"/> overhead/board/flip chart <input type="checkbox"/> Student created materials <input type="checkbox"/> web sites <input type="checkbox"/> handheld technology <input type="checkbox"/> Published print materials <input type="checkbox"/> Textbook <input type="checkbox"/> Worksheets <input type="checkbox"/> Workbook <input type="checkbox"/> None
Identify grouping format:	Determine level(s) of class engagement:

<input type="checkbox"/> Whole group <input type="checkbox"/> Small group <input type="checkbox"/> Paired <input type="checkbox"/> Individual <input type="checkbox"/> None	<input type="checkbox"/> Highly engaged – Most students are authentically engaged <input type="checkbox"/> Well managed – Students are willingly compliant, ritually engaged <input type="checkbox"/> Dysfunctional – Many students actively reject the assigned task or substitute another activity
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Evaluator Summary Comments:

Recommendations for Focus of Informal Observations:

Evaluator Signature: _____
 X Photocopy to Teacher

Identify grouping format: _____
 Determine level(s) of class _____

Teacher Performance Evaluation Rubric

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

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

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

INSTRUCTIONAL PLANNING

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

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

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

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

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

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

Scioto County CTC
College Coursework Approval Form

NAME _____

UNIVERSITY/COLLEGE _____

COMPLETE NAME OF COURSE TAKEN _____

(Do not use acronyms or abbreviations)

NUMBER OF CREDIT HOURS _____

I am requesting approval for the above stated college coursework per Article 28.1 of the SCCTC Bargaining Unit Agreement. This coursework is applicable to my position, career field, classroom teaching, or an area of licensure. If this request is approved, I understand reimbursement will be contingent upon the following:

- 1. Completion a Tuition Reimbursement Form;
- 2. Receipt of payment from the college or university;
and
- 3. Final grade report including course name and number of credit hours earned.

I understand that reimbursement is contingent upon earning a (C) or better (P) for undergraduate coursework or a (B) better or (P) for graduate coursework.

Level of coursework:

- Associate - \$ 150.00 per credit hour maximum up to \$1500.00 per school year
- Bachelor - \$ 150.00 per credit hour maximum up to \$1500.00 per school year
- Graduate - \$ 300.00 per credit hour maximum up to \$2100.00 per school year

Employee's Signature

Date



Approved Hours _____ Rate _____ Amount _____

Disapproved

Superintendent's Signature

Date

Scioto County CTC
Reimbursement for College Tuition

NAME _____

UNIVERSITY/COLLEGE ATTENDED _____

COMPLETE NAME OF COURSE TAKEN _____

(Do not use acronyms or abbreviations)

NUMBER OF CREDIT HOURS _____

I am requesting reimbursement for the completion of the pre-approved college coursework per Article 28.1of the SCCTC Bargaining Unit Agreement. I have attached the required documentation:

- 4. Receipt of payment from the college or university; and
- 5. Final grade report including course name and number of credit hours earned.

I understand that reimbursement is contingent upon earning a (C) or better or (P) for undergraduate coursework or a (B) or better or (P) for graduate coursework.

Employee's Signature Date



- Approved: Hours _____ Rate _____ Amount _____
- Disapproved _____

Superintendent's Signature Date

CODE: 001-2213-419