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MASTER AGREEMENT

between the

**VANDALIA-BUTLER
BOARD OF EDUCATION**

and the

**VANDALIA-BUTLER
EDUCATION ASSOCIATION**

STATE OF OHIO
COUNTY OF BUTLER
2013 JUN 15 PM 1:40



July 1, 2013 through June 30, 2014

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PART A - GENERAL PROVISIONS

ARTICLE I

Section 1.01

This Agreement is entered into upon ratification by the Vandalia-Butler Education Association (hereinafter referred to as the "Association") and the adoption by the Vandalia-Butler City Board of Education (hereinafter referred to as the "Board").

Section 1.02 Recognition

The Board hereby recognizes the Association, an affiliate of the Ohio Education Association and the National Education Association, as the sole and exclusive bargaining representative, for the purposes of and as defined in Chapter 4117 of the Ohio Revised Code for all full-time and regular part-time certificated/licensed personnel and all regular full-time and regular part-time classified employees assigned to the following classifications: custodian/maintenance/warehouse, secretaries, transportation, aides, assistants, attendance officer, and food service. **EXCLUDED:** management-level employees, supervisors, central office clerical/secretarial employees, students whose primary purpose is educational training, seasonal or casual employees, guards, and other professional and non-professional employees.

Section 1.03 Definitions

When used in this Agreement, "School" shall mean any work location; "Administration" shall mean the Superintendent and Treasurer and their management teams; "Unit member" shall mean any member of the bargaining unit; "Association Representative" shall mean a unit member designated to represent the Association within the school building; "Association Designee" shall mean any person assigned by the Association to handle a particular case. The singular shall include the plural; "Day" shall mean calendar day unless otherwise stated.

Section 1.04 Duration

This Agreement shall take effect on July 1, 2013, and shall remain in full force and effect through June 30, 2014.

Section 1.05 Savings Clause

The terms of this Agreement shall prevail over any and all laws, present and future, to the extent allowed by Ohio Revised Code Section 4117.10(a). Should any provision of this Agreement be found to be illegal by a Court of competent jurisdiction from whose judgment or decree no appeal has been taken within the time for so doing, such provision shall thereafter be null and void, but the remainder of the Agreement shall remain in full force and effect.

Section 1.06 Waiver of Bargaining

The parties acknowledge that during negotiations which resulted in this Agreement they each had the right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that their understandings and agreements are set forth in this Agreement. Therefore Board and Association for the life of this Agreement each voluntarily and unqualifiedly waive the right to bargain collectively with respect to any matter or subject whatsoever, whether or not such matter or subject is referred to or covered in this Agreement and whether or not such matter or subject was within the knowledge or contemplation of either of them at the time this Agreement was negotiated and/or signed. Notwithstanding the above, the duty to bargain pursuant to Ohio Revised Code 4117.08 (C) shall not be impaired.

Section 1.07 Entire Agreement Clause

This Agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged past practices, between the Board and the Association and constitutes the entire agreement between the parties.

Section 1.08 No Strike Clause

There shall be no strike, work stoppage or walk-outs by unit members against the Vandalia-Board of Education during the term of this Agreement. The VBEA, its officers, agents, representatives, members and all other employees covered by this Agreement shall not in any way, directly or indirectly, authorize, assist, encourage, participate in, sanction, ratify, condone or lend support to any activity in violation of this clause.

Section 1.09 Non-Discrimination

- A. In accordance with the laws of the United States and the State of Ohio and established policies of the Administration and the VBEA, there shall be no discrimination against any employee or other negotiating unit member on the basis of race, creed, color, age, gender, sexual orientation, national origin, marital status, or membership/participation in/or association with activities of VBEA.
- B. It is not the intent of this Agreement to discriminate in any way against any employee regardless of membership or non-membership in any employee organization.
- C. Employees who participate in the process of resolving grievances or professional negotiations in the manner indicated herein shall not be subject to discrimination for such action.

Section 1.10 Amendments

This Agreement shall be subject to amendment or amendments by mutual consent of the parties hereto. Any such amendment or amendments shall be reduced to writing, state the effective date of such amendment or amendments, and be executed by the parties in the same manner as this Agreement.

Section 1.11 Civil Service

The provisions of this contract supersede the civil service requirements set forth in 124.01, Ohio Revised Code, in all matters other than initial hires, including pre-hire examinations and eligibility lists.

ARTICLE II

NEGOTIATIONS

Section 2.01 Negotiations

The Administration and the Association shall have the right of free choice in designating their respective collective bargaining representatives provided that neither party shall have more than ten (10) persons on its negotiating team.

Section 2.02 Request to Negotiate

Either party may give notice to the other of its desire to terminate, modify or negotiate a successor collective bargaining agreement not less than ninety (90) calendar days prior to the expiration date of the existing Agreement. Within fifteen (15) calendar days thereafter, the parties shall exchange proposals enumerating the issues to be discussed and shall schedule a meeting to commence negotiations.

Section 2.03 Dispute Settlement Procedure

Pursuant to Ohio Revised Code Section 4117.14(C) and (E), the parties mutually agree upon the following dispute settlement procedure as an alternative to and in lieu of the dispute resolution procedures provided for in Section 4117.14 of the Ohio Revised Code.

If, sixty (60) calendar days before the expiration date of the collective bargaining agreement, the parties have not reached an agreement; either party may request the Federal Mediation Conciliation Service to appoint a mediator to assist the parties in the collective bargaining process. In the event the parties have not concluded negotiations thirty (30) calendar days before the expiration date of their current collective bargaining agreement, the parties shall submit the items upon which agreement has not been reached to advisory arbitration. The parties shall select an arbitrator from a list of nine (9) names obtained from the American Arbitration Association, in accordance with the rules and regulations of the American Arbitration Association.

The arbitrator shall have the authority to hold hearings and to confer with the parties or their representatives in any manner the arbitrator deems appropriate. The arbitrator shall transmit the written findings of fact and recommendations on the unresolved items at the earliest possible time to the negotiation teams. It is agreed by the parties that the recommendation of the arbitrator is not binding on either party except as set forth hereafter and is of an advisory nature only. Each party shall pay one-half (1/2) the cost of the arbitrator.

Within seven (7) calendar days of receipt of the arbitrator's findings of fact and recommendations, the Association and the Board shall both consider and vote on the recommendations. The Board shall vote on the arbitrator's recommendations in a public meeting and may reject them by a three-fifths vote of its total membership. All members of the Association who are present at a meeting held for said purpose may vote on the arbitrator's recommendations by secret, written ballot. The recommendations may be rejected by a three-fifths vote of the total membership of the Association. For purposes of this section, "Membership of the Association" shall be defined as it is in ORC 4117.14 as interpreted by SERB. The tally and results of the Association's vote shall be certified to the Board President in writing by the Association President within twenty-four (24) hours of the balloting. The ballots shall be retained by the Association for at least six (6) months following the vote and shall be made available to any representative of SERB upon request. If neither rejects the recommendations by the required three-fifths vote, the recommendations shall be deemed agreed upon as the final resolution of the issues submitted and a collective bargaining agreement shall be executed between the parties, including the recommendations except as otherwise modified by the parties by mutual agreement.

If either party rejects the arbitrator's recommendations, then the arbitrator's findings of fact and recommendations shall be made public and the parties may continue to meet in an attempt to resolve the issues still in dispute.

If the parties are unable to reach agreement by the expiration date of their collective bargaining agreement or any extension thereof to which they have mutually agreed, the employees in the bargaining unit represented by the Association shall have the right to strike provided the arbitrator's findings of fact and recommendations have been made public and further provided that the Association has given a ten-day prior written notice of an intent to strike to the Board and to the State Employment Relations Board as required by 4117.14 of the Ohio Revised Code.

Section 2.04 Agreement

If the substantive agreement is reached prior to thirty (30) calendar days before the expiration date of the current collective bargaining agreement or at any time after either party has rejected the arbitrator's recommendations as provided in Section 2.03 above, it shall be reduced to writing and submitted for ratification to the Association. The Association President shall notify the Superintendent of ratification. The Superintendent shall submit the ratified document to the Board for adoption by resolution within a reasonable time, but no later than the next regular Board meeting following Association ratification.

Section 2.05 Publication of Agreement

Publication of the Master Agreement will be electronic. Employees will be notified, and printed copies will be made available upon request.

ARTICLE III

ASSOCIATION/BOARD RIGHTS

Section 3.01 Furnishing Information

The Administration shall furnish to the Association within a reasonable time, a copy of the pertinent financial documents normally prepared by the Administration. The Administration shall have the same right to receive a copy of pertinent financial documents normally prepared for, or by, the Association. Such requests, by either party, must be in writing and signed by the person making the request.

Section 3.02 New Unit Members Information

Names and addresses of newly employed unit members shall be provided to the Association within seven (7) calendar days following Board approval of their contract.

Section 3.03 Payroll Deductions

The following payroll deductions shall be provided to unit members at no charge upon written authorization by the unit member:

A. Professional Dues, Assessments and Representation Fees:

The required amount of fees for payment of VBEA, WOEa, OEA, NEA professional dues. Deductions shall begin with the second check in October and be equally divided over fifteen (15) paychecks. The Association shall indicate to the Treasurer by September 15 the total amount to be deducted from each unit member's check for dues.

Dues deductions must be authorized by the unit member in writing and shall continue in effect unless canceled as hereinafter provided.

Assessments shall be deducted upon thirty (30) calendar days notice to the Treasurer in accordance with the schedule submitted by the Association.

The Treasurer shall remit to the VBEA Treasurer monies deducted within ten (10) calendar days after each pay for which dues, assessments or representation fees have been deducted.

B. Tax Sheltered Annuity:

1. Tax sheltered annuity deductions may be authorized by September 20 and February 20 effective October 10 and March 10. The amount to be deducted may be changed only twice during the calendar year. Cancellation of deductions may occur at any time.
2. The addition of annuity companies shall be limited to those companies who have five (5) or more enrollees. However, no current annuity with any enrollees shall be dropped until the time no employees remain enrolled.

C. Except as otherwise indicated in A. above, payroll deductions will be deducted in equal amounts from unit members' paychecks. All sums deducted from the payroll will be remitted within a reasonable time by the Treasurer to the appropriate agent designated to receive the deduction.

D. The Association will indemnify and save the Board and Administration harmless against any or all claims, demands, suits or other liability arising out of action taken or not taken by it in connection with payroll deductions.

Section 3.04 Bulletin Board Space

The Association shall be provided bulletin board space in a place readily accessible to and normally frequented by all unit members in each work site for posting official notices and other official materials relating to Association activities.

Section 3.05 School Mail, Mailboxes, and E-Mail

The VBEA shall have the right to place material in employee's mailboxes/e-mail. Placement will be made by the building representative or designee.

Section 3.06 Board Meeting Agenda

An agenda of each regular meeting of the Board shall be made available to the Association on the date that it is delivered to board members.

Section 3.07 Use of Facilities

On twenty-four (24) hour notice to and subject to the approval of the building principal the Association shall have the right to schedule meetings in the building, before or after regular duty hours of unit members, involving matters concerning their employment, the provisions of this Agreement, and for the conduct of the Association business, provided said meeting does not interfere with an in-service or general faculty or staff meeting previously scheduled and posted prior to the twenty-four (24) hour notification given to the principal by the Association. Building principals shall approve the use of their buildings as provided in this paragraph except where there is good reason to deny such approval. Principals not approving the use of

their buildings for such meetings will notify the Association in writing stating the reason(s) for the denial. Where such meetings are held outside of the operating hours of that school, the Association shall pay any additional costs.

Section 3.08 Partnership Council

In order to provide a forum for improving communications between the Association and the Administration, unit members selected by the Association and administrators selected by the Superintendent, shall meet at least monthly to discuss matters of mutual concern other than pending grievances and negotiations. Ground rules shall be established by the committee.

At least one Association representative and at least one administrator at each work site shall meet monthly as building level joint committee to discuss matters of mutual concern which are unique to that worksite not to include pending grievances.

At the annual August meeting the Administration will provide the Partnership Council with a list of athletic and co-curricular positions that will be staffed for that given school year.

Section 3.09 Collaborative Committees

In order to provide for ongoing collaboration between the Association and the Administration, Partnership Council may establish joint collaborative committees. These committees will work to continue the teamwork, cooperation, and trust developed since the inception of the IBB process and the district Partnership Council. Guidelines for collaborative committees are set forth in Appendix F.

Section 3.10 Continuous Improvement Plan

The Association President shall have the right to select representative(s) to participate in the CIP process. Any proposals by the committee that would affect working conditions or changes in the contract shall be mutually resolved by the Partnership Council.

Section 3.11 Association Meetings

Unit members chosen by the VBEA as delegates to official meetings of the OEA or the NEA or any of their affiliated organizations shall be authorized to attend such meetings with no loss of pay, subject to the following:

No more than three (3) teachers and three (3) staff from any one building shall be authorized to attend such meetings at the same time, and the total unit member days used for such meetings in a contract year shall not exceed twenty-five (25) with five (5) additional days granted upon request. Administrative authorization for such leave will be made upon receipt of written notification from the Association that a unit member has been chosen to attend such a meeting and upon receipt of a completed professional leave form from the unit member. If necessary, substitutes will be approved and paid by the Board. Meeting expenses will not be paid by the Board.

The Association President or President's designee shall receive release time of five (5) work days per school year. Said days may be used in full or half-day increments. Additional days may be granted by the Superintendent.

In the event a night custodian wishes to attend a VBEA meeting scheduled during regular work hours, permission to attend shall be requested from the supervisor of buildings and grounds. Any night custodian granted permission to attend a VBEA meeting during regular work hours will complete the full number of scheduled work hours after the meeting.

Section 3.12 Board Rights Clause

Except as otherwise expressly provided in this Agreement, the Board reserves and retains solely and exclusively all of its rights, pursuant to and consistent with applicable state and federal law, to manage, direct, and control the operation of the District. These rights include, but are not limited to such areas of discretion or policy as described below:

- A. The determination of qualifications and standards for unit members.
- B. The hiring, promotion, assignment and direction of unit members.
- C. The suspension, discharge, release or other disciplinary action against unit members.
- D. The determination of methods, means, and personnel by which the employer's operations are to be conducted.

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

Section 3.13 Legal Rights

Nothing in this Agreement shall be construed to deny to any employee or to the Board or the Administration the right to resort to legal proceedings. No decision on, or adjustment of, a grievance shall be contrary to any provision of the Agreement.

Section 3.14 Fair Share Fee

- A. **Payroll Deduction of Fair Share Fee.** The District shall deduct from the pay of members of the bargaining unit scheduled to work more than 15 hours per week and electing not to become or to remain members of the Association, a fair share fee for the Association's representation of such non-members during the term of this Master Agreement. No non-member filing a timely demand shall be required to subsidize political or ideological causes not germane to the Association's work in the realm of collective bargaining.

- B. **Notification of the Amount of Fair Share Fee.** Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about September 15 of each year during the term of this contract for the purpose of determining amounts to be payroll-deducted.
- C. **Schedule of Fair Share Fee Deductions.** Payroll deduction of annual fair share fees shall commence on the first pay date which occurs on or after January 1st annually. In the case of bargaining unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of sixty (60) days' employment in a bargaining unit position, or January 1st payroll. The payroll deduction schedule will be reevaluated and adjusted as needed prior to the beginning of each school year.
- D. **Transmittal of Fair Share Fee Deductions.** The District agrees to transmit semi-monthly all amounts deducted to the Association, and to accompany each transmittal of fair share fee deductions with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.
- E. **Rebate Procedure.** The Association represents to the District 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 member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio. 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.
- F. **Termination of Membership.** The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership during a membership year, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction. The deduction of said amount shall commence on the first pay date occurring on or after forty-five (45) days from the termination of membership.
- G. **Indemnification of Employer.** The Association, on behalf of itself and the Ohio and National Education Associations, agrees to indemnify the District for any cost or liability incurred as a result of the implementation and enforcement of this provision, provided that:
1. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;

2. The Association reserves the right to designate counsel to represent and defend the Board;
 3. The Board agrees to give full and complete cooperation and assistance to the Association and designated counsel at all levels of the proceeding, permit the Association or its affiliates to intervene as a party if it so desires, and/or to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;
 4. The employer acted in good faith compliance with the fair share fee provision of this Negotiated Agreement. There shall be no indemnification if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision.
- H. **Fair Share Fee Survey.** If the fair share fee continues to be collected on January 1, 2014, and state law does not prohibit collection upon the expiration of the collective bargaining agreement; a survey of all employees will be conducted by February 1, 2014 to determine if the majority of the employees desire fair share contributions. Survey information will be considered during subsequent negotiations.

ARTICLE IV

GRIEVANCE PROCEDURE AND ARBITRATION

Section 4.01 Definitions

- A. A grievance is a complaint involving an alleged violation, misinterpretation or misapplication of the provisions of the collective bargaining agreement between the Board and the Association.
- B. A grievant shall mean a unit member, a group of unit members, or in matters that directly concern the Association or a group of unit members from more than one work site, the Association.
- C. Days shall mean week days.

Section 4.02 Factors and Conditions

- A. All grievances will be initially presented to the administrator at the lowest administrative level who reasonably appears to have the authority to resolve the grievance. Most grievances should be presented first at the building level while certain grievances, such as those dealing with District-wide matters, would be presented to the Superintendent or designee, and other grievances, such as those dealing with payroll matters or insurance benefits, would be presented to the Board Treasurer.
- B. If specific administrative agency relief of a quasi-judicial nature is provided for by the statutes of the State of Ohio and/or the United States for review or redress of a

specific matter (such as Workers' Compensation, Unemployment Compensation, EEOC, Civil Rights Commission), such matter may not be made the subject of a grievance and may not be processed as such.

- C. Any action by the Board or any recommendation of the Superintendent to terminate or not renew the employment of a certificated/licensed employee with the Board may not be made the subject of a grievance and may not be processed as such.
- D. Time limits are maximums unless mutually waived or reset by the Association and the Administration or Board.
- E. Failure to meet time limits on the grievant's part shall be deemed a waiver of further rights to process the grievance; failure to meet the time limits on the Administration's part allows the grievant to appeal the grievance to the next step in the grievance procedure.
- F. Grievants shall have the right to Association representation of their choice and administrators shall have the right to representation of their choice throughout the grievance procedure and before the arbitrator.
- G. Communications regarding grievances processed beyond the informal step in the grievance procedure shall be in writing and hand delivered or mailed with return receipt to the Administration, Association and grievant. The full grievance record will accompany all appeals.
- H. Grievances processed beyond the informal step shall be written to provide the following information:
 - 1. the name of the grievant;
 - 2. the date of filing of the grievance;
 - 3. the date of the act which gave rise to the grievance or the date on which the grievant knew or reasonably should have known of the act which gave rise to the grievance;
 - 4. a statement of the grievance, including specification of the provision(s) of the collective bargaining agreement being grieved and a statement expressing the relief sought by the grievant; and
 - 5. signature of the grievant/grievant's representative.
- I. Generally, grievance hearings will be held at a time and place causing the least interruption to the operation of the school district, e.g., so as not to interfere with the educational program, but if the parties cannot agree to the time and place of the hearing, the Administration/Board of Education may set the hearing during work hours.
- J. Any unit member reasonably required to be present at a grievance hearing shall be released under professional paid leave for hearings held during work hours.
- K. Any participant in the grievance procedure shall be protected from reprisal.

Section 4.03 Grievance Steps

A. Informal Step:

Within twenty-one (21) calendar days of the act which gave rise to the grievance or of when the grievant could reasonably have learned of the act which gave rise to the grievance, the grievant will verbally identify and present the grievance to the administrator at the lowest administrative level who has the authority to grant relief being sought. This step may be initiated at any time for ongoing grievances, but retroactive relief should apply no more than twenty-one (21) calendar days prior to initiation of the grievance unless otherwise stipulated by law. The administrator may take up to fourteen (14) calendar days following this informal meeting to give a verbal response.

B. Formal Step I (Administrative Review):

Within seven (7) calendar days following the administrator's response at the Informal Step and provided the response does not satisfy the grievant, the grievant may formally appeal the grievance in writing to the same administrator. If either the grievant or administrator requests, there will be a hearing of the grievance by the administrator in question within seven (7) calendar days of this appeal. The administrator will have seven (7) calendar days following the appeal or the hearing, whichever comes later, to respond in writing to the grievant.

C. Formal Step II (Superintendent Review):

Within seven (7) calendar days of having received the Administrator's Formal Step I response, the grievant may formally appeal the grievance in writing to the Superintendent and may at that time request a hearing. The hearing will occur within fourteen (14) calendar days of the request. The Superintendent will have fourteen (14) calendar days following the appeal or the hearing, whichever comes later, to respond in writing to the grievant.

D. Formal Step III (Arbitration):

1. Arbitration must be requested in writing by the Association within fourteen (14) calendar days after the written answer is given or should have been given by the Superintendent under Formal Step II of the grievance procedure set forth above; otherwise the matter shall not be subject to arbitration.
2. If arbitration is requested, the American Arbitration Association is to provide the parties with a panel of arbitrators so that the parties may each strike the name of any unacceptable arbitrator(s) and indicate order of preference of the acceptable arbitrators by number. If no arbitrator is selected on the first panel submitted, the American Arbitration Association will submit additional lists to the parties until an arbitrator is mutually selected. The parties will not be limited in their decision to strike arbitrator(s) from any panel to "cause only," nor will the American Arbitration Association appoint an arbitrator who has not been mutually selected by the parties.

3. The Board and the Association shall equally share the fees and expenses of the arbitrator and any expenses incidental to the arbitration proceeding. Each, however, shall be responsible for the fees and expenses of its representative(s).
4. The decision of the arbitrator shall be final and binding upon the Board, the Association, and any employee involved in the matter.
5. The arbitrator shall not have the power to add to, subtract from, or modify this Agreement, nor to make any award which is inconsistent with the terms of this Agreement or contrary to law. Only grievances, as defined herein, shall be subject to arbitration.

Section 4.04 Miscellaneous

- A. The Ohio Arbitration Act will govern the rights of the parties with respect to any final and binding decision of the Arbitrator.
- B. If either party exercises its rights pursuant to the Ohio Arbitration Act and appeals to court a decision of the Arbitrator, the prevailing party is entitled to reasonable attorney's fees, with the amount to be agreed upon by the parties or, if agreement cannot be reached, to be determined by the court.

Section 4.05 Individual Rights

It is understood by the parties to the Agreement that employees may belong to any employee organizations of their own choosing and that such employees who are not members of VBEA or have not expressed a desire to be represented by it shall have the rights to present grievances and appeals on their own behalf as individuals and to submit suggestions to the Administration as individuals. However, the Administration will not entertain grievances of employees represented by any union or association other than VBEA. VBEA's grievance committee shall have final authority in deciding whether or not any grievance brought to it shall be presented to the Administration.

ARTICLE V

UNIT MEMBER EVALUATION

Section 5.01

Evaluation is an ongoing process with the primary purpose of improving the professional competence of the unit member. A unit member shall be provided assistance to correct difficulties, and afforded reasonable time to incorporate recommended changes per the evaluation instruments.

Section 5.02

Unit members will be evaluated in accordance with the evaluation procedure designated "Staff Evaluation" as set forth in Appendices A and B and incorporated by reference into this Agreement. Collaborative teams comprised of administrators and association representatives will review the processes, documents, and timelines throughout the life of the Agreement and modifications will be made accordingly.

Section 5.03

Written evaluations will be completed no later than May 1 of each year with teacher responses due no later than May 10 of each year. Each unit member will be provided a copy of the final evaluation. The evaluation shall become a part of the unit member's personnel file.

Section 5.04 Comparable Evaluations

For the length of this agreement, comparable evaluations as they apply to Reduction in Force (RIF) procedures will use Teacher Performance Ratings. Teachers will have the option to combine the performance rating with the student growth measure. Developing and Proficient ratings will be considered comparable while Accomplished and Ineffective will be stand-alone ratings.

Section 5.05

Disputes regarding evaluations shall be appealed via the process set forth in 5.06 and shall not be the subject of any grievance.

Section 5.06

If during the evaluation process, a disagreement arises between the unit member and the evaluator regarding conclusions drawn by the evaluator concerning the unit member's performance, the following procedure will be followed. The unit member's first line of appeal will be the evaluator. If the issue is not resolved at this level, the unit member may appeal to the next level administrator and/or to the Superintendent's designee. The Superintendent's designee will be of the same classification, meaning certificated/licensed or classified, as the unit member. If, after consultation at this level, the unit member is still not satisfied, an appeal may be filed with the Superintendent of Schools.

Pursuant to R.C. 3319.111, the Vandalia-Butler City School District Board of Education has adopted a policy for evaluations. This policy is incorporated by reference and is attached as Appendix E. The policy for evaluations shall be updated as needed in order to comply with the requirements of the Ohio Revised Code. This section may be revised by the evaluation team by August 1 prior to each school year.

Section 5.07

With respect to teachers, and except as provided in Article XXV, Section 25.02, this Article is intended to prevail over and supersede any provisions of law regarding evaluations, including, but not limited to, Ohio Revised Code Section 3319.111.

ARTICLE VI

PROFESSIONAL DEVELOPMENT

Section 6.01

Employees, with the approval of the Superintendent or the Superintendent's designee, may be permitted to attend, without loss of pay, professional meetings, conferences or workshops, or make visitations to other schools for the purpose of observing programs closely related to such employees' regular duties. Within ten work days after their return, employees granted such leave may be required to submit to their principals a written report concerning the meeting, conference or workshop attended or the school visitation made. Authorized transportation, parking, fees, meals and housing costs will be paid by the Board.

Section 6.02 **Local Professional Development Committee (LPDC)**

A unit member serving on the LPDC shall receive an annual payment of one thousand dollars as compensation for meeting his/her responsibilities as set forth in the LPDC by-laws. The Chairperson of the LPDC shall receive a stipend of \$1,500 and the Secretary of the LPDC shall receive a stipend of \$1,250 as compensation for meeting their respective responsibilities set forth in the LPDC by-laws. Otherwise, the LPDC is subject to its own rules and regulations unless either party to the collective bargaining agreement gives written notice of its intent to negotiate changes in working conditions related to LPDC operations.

Section 6.03 **Tuition and Professional Development Reimbursement**

The Board will set aside the sum of \$25,000 each year for tuition and professional development reimbursement. Any unused balance will carry over into the following year, with the fund not to exceed \$60,000.

- A. A unit member may request one professional day each year to attend a professional conference. An appropriation of \$5,000 per year out of this fund will be allocated to cover the cost of substitutes. Such leaves will be granted only if there are sufficient funds.
- B. The remainder is to be used to reimburse a unit member for college, approved coursework, or professional workshop registration fees that relate to the unit member's profession and work assignment.

Decisions regarding reimbursement shall be made by the LPDC and are not subject to the grievance procedure nor are they subject to the LPDC appeals process. Guidelines for determining the procedures to be followed will be established by the LPDC.

ARTICLE VII

LEAVES OF ABSENCE

The Vandalia-Butler Board of Education agrees to comply with the requirements of the Family Medical Leave Act (FMLA), as amended. FMLA information is available in the Treasurer's Office.

Section 7.01 Personal/Emergency Leave

- A. Three work days of personal/emergency leave per school year shall be granted to conduct personal business which cannot be done after normal school hours or on weekends, or to attend to unforeseeable emergency situations which call for immediate attention. Examples of legitimate uses of personal/emergency leave would include major family disasters, closing of loans, wedding of unit member or child, recipient of an award, immediate family graduation, observance of a recognized religious holiday, court appearance as witness or litigant, or any personal business of **major significance which cannot be handled before or after school or on a weekend.**

New employees contracted for a partial year will have personal/emergency days available as follows:

Those who have 120 or more days remaining in their contract: 3 days

Those who have 60 – 119 days remaining in their contract: 2 days

Those who have less than 60 days remaining in their contract: 1 day

- B. Under the conditions listed below, employees have the option to use two consecutive work days of personal leave. This option may not be exercised in May or June. Personal leave may not be used in conjunction with days for which salary is deducted to extend scheduled vacation periods.

Personal leave shall not be granted on any school day preceding or following a day when school is closed and staff is not scheduled for any type of duty. This is further defined as follows: personal leave shall not be granted on the first or last day of the school year, on the school day preceding or following Labor Day, Thanksgiving Break, Winter Break, Martin Luther King Day, Presidents' Day, Spring Break, Memorial Day, and the full day of parent teacher compensatory time.

Example of improper uses of personal/emergency leave would be any reason for which leave is otherwise granted, celebrating anniversaries or birthdays, recreation, shopping, or personal business which could be taken care of before or after school or on a weekend.

- C. Unit members shall request personal leave at least five (5) work days in advance. This advance notice may be waived by the Superintendent or designee on a case-by-case basis. Unit members shall request emergency leave as soon as possible after the occurrence necessitating leave and provide supporting documentation of the emergency. Approval for personal/emergency leave must be obtained on the form provided by the Administration.

C. Reinstatement or Transfer

Pursuant to state law (Section 143.29) any employee having terminated employment with the Board shall have such accumulated sick leave reinstated upon the employee's reemployment provided the employee has not used such sick leave in the employ of another board of education or other agency of the State of Ohio covered by these provisions.

Pursuant to state law (Section 143.29) an employee reemployed by the Board who, since leaving the employ of this Board, has been continuously employed by other boards of education or by state, county, or municipal governments in Ohio shall receive full credit for sick leave accumulated both in the prior employ of the Board and in the employ of other agencies of the State of Ohio listed above as shown in the records of the last employing organization.

Any employee being employed by the Board who, immediately preceding this employment has been in the service of another board of education or state, county or municipal government of Ohio, shall receive full credit for sick leave accumulated in this previous service as shown in the records of the last employing organization provided such accumulated sick leave days do not total more than the days in the contract year.

D. Use

No payment for days absent under sick leave provisions shall be made except as provided for in the following. Falsification of a statement is grounds for suspension or termination under the law.

1. Employees may use sick leave for absence due to personal illness, injury or pregnancy if such condition renders them unable to perform their teaching duties. Upon request employees shall provide the Administration with names and addresses of physicians or authorized practitioners consulted. Employees absent for ten or more consecutive days shall, upon request, submit to the Superintendent a letter from their physicians or authorized practitioners certifying their ability to return to work.
2. Employees may use sick leave for illness or injury of the employee's child, parent, spouse, sister, brother, or permanent member of the household.
3. In the case of quarantine or exposure to a contagious disease, absence shall be excused if directed by the school physician, the patient's private physician, authorized practitioner, or the Department of Health.
4. Employees may use sick leave for the death of a child, parent, grandparent, grandchild, spouse, parental in-law, sister, brother or permanent member of the household, as authorized in Section 7.04.

5. Employees who desire to use sick leave for purposes similar to, but not specifically covered above, may be granted such leave on a case-by-case basis subject to approval from the Superintendent or Designee.

Section 7.04 Bereavement Leave

In the event of the death of a child, parent, grandparent, grandchild, spouse, parental in-law, sister, brother, or permanent member of the household, two (2) days not chargeable to sick leave will be granted. Any additional days may be granted by the Superintendent and are to be charged to sick leave.

Additionally, one (1) day per school year not chargeable to sick leave will be granted to the employee to attend a funeral of a family member or close friend for which the use of sick leave is inappropriate.

NON-COMPENSATORY AND OTHER COMPENSATORY LEAVES

Section 7.05 Conditions

- A. Requests for non-compensatory leave shall be submitted to the Board in writing. An employee will be returned to regular employment after the duration of the leave and be placed in a position for which the teacher is qualified and on the salary step held prior to the leave except where noted.
- B. Return from leave prior to the stipulated expiration date will be allowed by the Superintendent whenever the need for such leave no longer exists and that a suitable vacancy is available. The employee on a non-compensatory leave shall notify the Superintendent in writing by April 1 of the employee's intention as to the succeeding school year.

Section 7.06 Limitations

- A. Except as otherwise required by law, non-compensatory leaves shall not exceed one (1) year in duration.
- B. When it appears that the number of employees on, or requesting non-compensatory leaves will exceed 5% of the total teaching staff, or of the classification, a review of the requests will be made by a joint committee composed of two (2) members designated by the Association and two (2) members designated by the Administration to ascertain the need and/or advisability of limiting the number of requests to be granted for a given category in/for that school year.

Section 7.07 Personal Illness, Injury, Pregnancy, and Adoption

- A. A written application for leave of personal illness, injury, pregnancy, or adoption shall be accompanied by a statement from the attending physician or authorized practitioner stating the nature of the illness and definitely recommending that a leave be granted. The leave shall be granted unless the Board determines to have the employee examined to see if he/she can perform the duties of the job. The cost of the examination shall be borne by the Board. In the event the attending physician and the Board physician are in disagreement, the employee may request the examination of a third physician who shall be selected by the attending physician and the Board physician. The third physician's opinion will be determinative and binding on all concerned. Fees for conducting the examination and rendering an opinion shall be borne equally by the employee and the Board.

- B. If an employee is unable to perform satisfactorily the duties of the position because of a physical or other disability, or has been absent due to personal illness, injury, pregnancy, or adoption for a continuous period of ninety (90) calendar days following the expiration of sick leave, the Superintendent may recommend, without the request of the employee, a leave of absence for a part of the school year, for the remainder of the school year, or for a full school year, and the Board will grant such leave in accordance with the provisions of the law.

- C. In the event that an employee has used all accumulated sick leave, the employee shall be placed on unassigned sick leave status. An employee so placed will have the right to return to a position when able. Such return will be authorized by the attending physician or authorized practitioner.

- D. The Board shall notify the insurance carrier of any employee on a non-compensatory leave of absence for personal illness, injury, pregnancy, or adoption who desires to be placed on a home billing option to maintain hospitalization and major medical insurance coverage.

Section 7.08 Maternity Leave

- A. **Certificated/Licensed Employees**

Teachers physically able to return to work following pregnancy, may request unpaid maternity leave for the balance of the current school year. Should such requested leave commence after the start of the second semester, but prior to the end of the contract year, one full additional year of leave will be granted upon request.

No employee will be permitted to return to work until she furnishes the Board with a certificate from her physician indicating that she is able to perform her duties. Any employee not returning to work when she is physically able may be deemed to have voluntarily resigned, unless granted an unpaid leave by the Superintendent.

Section 7.09 Military Leave

Military leave will be granted in accordance with applicable law.

Section 7.10 National and State Officers

Upon request of the Association, unit members elected to a state or national office of a bona fide professional organization at either state or national level, will be granted a leave of absence, not to exceed three (3) years.

Section 7.11 Professional Study

After three (3) years of service in the Vandalia-Butler City School District a teacher will be granted leave for any of the following professional reasons: Federal Government Exchange teaching, Peace Corps/Vista, overseas teaching, advanced education, and travel.

Leave granted for advanced education will be only for full-time graduate study earned in a degree pattern and credits must be filed upon return to the Vandalia-Butler City Schools.

Section 7.12 Other Non-Compensatory Leaves

A leave of absence without pay may be granted by the Board if recommended by the Superintendent for any other good and just cause.

Section 7.13 Loss of Salary for Absence

Except as otherwise indicated in this Agreement, absences on a scheduled work day shall result in loss of salary. A day's salary for employees shall be calculated as the annual contract divided by the number of work days in the contract year. For classified employees, the employee will not be paid their hours of unapproved absence. Nothing contained herein shall limit the Board's right to discipline an employee who fails to work as scheduled without obtaining approval for the absence.

Section 7.14 Required Physical and/or Psychological Examination(s)

The Superintendent may require an employee to undergo a fitness for duty evaluation to determine the employee's present ability to perform the essential functions of his or her job. When such a requirement is made, the Superintendent shall select the physician or psychologist to conduct the evaluation and the District will pay the cost of the required examination. The **employee** retains the right to submit a second opinion at the employee's expense. In the event of a disagreement, the Board may request an examination by a third physician and/or psychologist **who shall be selected by the attending physician and the Board selected physician**. The third physician's/psychologist's opinion will be determinative and binding on all concerned. The fee for conducting the evaluation shall be borne equally by the Board and the employee.

ARTICLE VIII

STATE TEACHERS RETIREMENT SYSTEM AND SCHOOL EMPLOYEES RETIREMENT SYSTEM PICK-UP (SALARY REDUCTION METHOD)

Section 8.01

Effective January 1, 1985 for the State Teachers Retirement System of Ohio and effective August 1, 1992 for the School Employees Retirement System, the Board shall designate each employee's mandatory contributions as "picked-up" by the Board. This action will be as contemplated by Internal Revenue Service Ruling 77-464 and 81.36, although such pick-up shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82.097, in order that the amount of the employee's income reported by the Board as subject to federal and Ohio income tax shall be the employee's total gross income reduced by the then current mandated percentage amount of the employee's mandatory State Teachers Retirement System or School Employees Retirement System contribution. No employee's total salary shall be increased by such pick-up, nor shall the Board's total contribution to the State Teachers Retirement System or School Employees Retirement System be increased thereby. This action shall be subject to the following conditions:

- A. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment. The pick-up shall apply to all compensation including supplemental earnings paid thereafter.
- B. The parties agree that, should the rules and regulations of the IRS, State Teachers Retirement System or the School Employees Retirement System change, making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/employer contributions.
- C. Payment for sick leave, personal leave, severance and supplementals, including unemployment and workers' compensation, shall be based on the employee's daily gross pay prior to reduction.
- D. For teachers, such salary reduction shall not result in the salary which is less than the salary available under the state minimum salary schedule. Should the reduction calculation result in a salary that is less than the state minimum salary schedule, pro-rate reductions shall result with the employee contributing that portion which falls below such state minimum level.
- E. It is to be understood by the parties that it is the responsibility of each individual employee to make any necessary adjustments in any other tax sheltered annuities he/she has in order to be in compliance with IRS laws and regulations.
- F. The Board is not liable, nor will it be held responsible, for any related legal, IRS, STRS, SERS or any other agency's penalties or decisions concerning this plan, now or in the future.
- G. The Association and its members agree to indemnify and hold the Board harmless against any and all claims and actions that shall arise out of or by reason of any action taken by the Board in compliance with the provisions of this Article.

ARTICLE IX

ATTENDANCE OF CHILDREN OF NON-RESIDENT EMPLOYEES

Section 9.01

Non-resident bargaining unit members may enroll their natural, adopted and custodial children in the District schools tuition free. To be eligible, these children shall not have a record of discipline or attendance problems in the school district of their residence. Such enrollment is subject to available space based upon the level of staff at the beginning of each school year. It is available on a "first come, first served" basis. If applications are received at the same time, the Superintendent shall have final discretionary authority as to whether a given student qualifies for tuition-free enrollment. The Superintendent shall also have authority to determine to which schools the children will be assigned. Further, if a given child has special needs which require the school district to expend money for the child in excess of the statutory tuition rate of the Board, the unit member must pay the Board the difference in cost. Such payment shall be made in advance of the beginning of the school year or, if agreeable to the Superintendent, by payroll deduction over the school year.

ARTICLE X

EXTRA DUTY ASSIGNMENTS

Section 10.01

Unit members seeking changes in or additions to the extra duty assignments should notify the Association President in writing by January 31. The notice should include the purpose, potential or actual student involvement, advisor/coach responsibility and time requirements related to the change or addition.

The VBEA will discuss the proposed changes in extra duty assignments with the Administration during the February Association/Administration meeting. The Superintendent will then take the changes or additions to the Treasurer for an estimate of cost and to the Board for approval. Upon approval of the Board, copies of the changes or additions will be given to the appropriate building administrator or athletic director to be included in the yearly budgetary process.

ARTICLE XI

POLICIES, JOB DESCRIPTIONS, AND BACKGROUND CHECKS

Section 11.01 Policies and Job Descriptions

A copy of all building policies shall be furnished to each employee for any building in which they work. A copy of all such building policies, a copy of the Board Policy Book, and a copy of all job descriptions shall be furnished to the Association and be kept by the Association President, who shall also receive copies of any revisions in the Board Policy. A copy of the Board Policy and job descriptions shall be kept in the reference section of each building media center and the shelf above the mailboxes of the bus garage.

Section 11.02 Background Checks

Beginning October 1, 2008, the Board shall pay the fees for unit member background checks and fingerprinting as required by the State of Ohio. It is the sole responsibility of the employee to complete the required paperwork in advance of all Federal, State, and District deadlines.

{Results of fingerprinting and background checks paid for by the Board will not be released to other districts or agencies.}

ARTICLE XII

PAY SCHEDULE

Section 12.01

Unit members will receive their pay over 24 periods, being paid on the 10th and 25th of each month. When a payday falls on a holiday or a weekend, the pay will be made on the last preceding workday. The first pay date of any school year shall be September 10 of that year.

Section 12.02

Supplemental pay shall be included as a lump sum with each unit member's standard payroll check.

Section 12.03

All employees will be paid via direct deposit.

ARTICLE XIII

**POSTINGS, VACANCIES, PROMOTIONS,
TRANSFERS, AND JOB SHARING**

Section 13.01 Vacancies

- A. The Board shall post all job unit and non-unit vacancies for a period of at least six (6) work days prior to filling the vacancies. Should an internal vacancy be created as a result of filling the initial vacancy, the posting period of the subsequent vacancy shall be shortened to at least 3 work days.

A vacancy shall exist as a result of non-renewals, terminations, resignations, promotions, or the creation of new positions. Such postings shall be made on bulletin boards throughout the District so that all unit members have an opportunity to see the postings. When school is not in session, postings shall also be mailed to the Association President's

home address. Such posting shall name the vacant position and outline the job responsibilities, including grade level, subject area, and classification, whichever applies; name the work site and specify normal hours of work, including shift involved if more than one shift applies to that position. If any of the foregoing information is not known at the time of posting, this fact shall be so noted on the posting. The Board need not post the vacated position for any unit member on less than a full year of extended unpaid leave.

- B. Newly created certificated/licensed staff positions and vacancies occurring after the school year ends may be filled by transfer or by the employment of new teachers. Throughout the school year and during the summer months vacancies will be posted electronically via the web employment link.
- C. Vacancies occurring during the school year may be filled by transfer or, for the remainder of the school year, by the employment of substitute, temporary or leave of absence employees. These vacancies will be posted according to 13.01 A.
- D. In filling all vacancies in existing positions or in newly created ones, current employees in the district shall receive preference in filling the position, but the ability to perform the duties of the position will receive primary consideration. When two or more applicants are equally qualified to perform the duties of the position, the one having the most seniority within that same classification shall be selected. If neither have any seniority in that classification, the one with the most system seniority shall be selected.
- E. A letter shall be mailed to the employee not selected within five (5) working days after the position has been filled. These individuals may request a meeting with the Superintendent's designee regarding the reason(s) for the decision.

Section 13.02 Promotions

- A. A promotional position shall be any position for which the unit member would receive more daily hours of work; a higher pay rate; or a longer contract year with potential for greater annual income. A change in instruction level or work site shall not be considered a promotion.
- B. All vacancies to be filled in promotional positions, including newly created positions, shall be filled pursuant to the following procedure:
 - 1. Such vacancies shall be publicized by bulletins to each school.
 - 2. Said notice of vacancy shall set forth the qualifications, general responsibilities, procedures for obtaining the position, and deadline for filing the application.
 - 3. Unit members who desire to apply for such vacancies shall file their résumés and applications in writing with the Department of Human Resources within the time limit specified in the notice. Applying for the position does not guarantee an interview.

4. Applications and résumés will be accepted from within and outside the District. Along with other considerations, candidates should be chosen on the basis of experience (Section 13.01 D), meritorious performance and potentiality for effective leadership. Where qualifications are substantially equal, preference shall be given to employees of the District.

Section 13.03 Vacancy Notices

The Association President shall be given notice of all vacancies within five (5) work days after the Administration first publicizes its intent to fill such positions.

Section 13.04 Transfers - Classified Employees

- A. Transfers shall be defined as a movement of an employee within the same classification and pay-grade which results in a change in work location or shift. Employees desiring a transfer must make application to the Superintendent or designee by the deadline date shown on the posting. If more than one employee applies for a transfer, position seniority shall be used as the determining factor. In the event more than one position is posted and the applicant is interested in more than one position, the applicant shall submit a letter of interest expressing preference of positions in rank order.
- B. No employee will be placed in a vacant position if the employee retains another position in the District where the two positions, when combined, result in the work hours of the two (2) positions conflicting, and/or when the normal schedule of hours results in overtime.
- C. All vacancies in the classification of four (4) hour custodian may be filled by applicants from the District's substitute list. In hiring four (4) hour custodians it is not the Board's intention to create numerous part-time custodial positions or to deprive current custodial employees of full-time or overtime employment.

Section 13.05 Transfers – Certificated/Licensed Employees

- A. A transfer is the changing of a teacher's placement or assignment without a change in salary status.
- B. A teacher's request for a transfer will be honored to the extent that there is no conflict with the instructional requirements or with the balancing of staff. Transfer request forms shall be distributed to all teachers not later than March 15. These requests for transfers shall be returned to the office of the Department of Human Resources by April 1 of each year where they shall be retained on file.
- C. Administrative Transfers
 1. An administrative transfer is understood to mean a change in building assignment, a change in grade level assignment or a change in subject assignment. A teacher receiving an administrative transfer shall be informed in writing, giving the reason for such transfer by the administrator involved. Every reasonable effort will be made to notify any affected teacher of an administrative transfer for the next school year

prior to the end of the current school year. If it is necessary to make an administrative transfer during the summer, every reasonable effort will be made to promptly notify the affected teacher. If it becomes necessary to make an administrative transfer after the beginning of the school year which requires the teacher to relocate to a different room or building, a substitute teacher will be provided the first day of the new assignment so that the affected teacher will have time to settle into his/her new room and prepare necessary materials.

2. A teacher transferred because of an organizational change shall have first choice of vacancies for which he/she is certificated/licensed whenever possible.
3. A teacher notified of an administrative transfer, may request in writing a conference with the administrator involved. This meeting shall take place within ten (10) work days after the request for conference.
4. The transferred teacher shall be given a position for which he/she is certificated/licensed.

Section 13.06 Screening Process for Filling of Vacancies

When the Administration determines that a vacancy exists, and the position is posted, a screening process of applicants will take place. With respect to current employees, this process will utilize one or more screening elements, to be determined by the Superintendent or designee. These screening elements may include but are not limited to: information from present and past supervisors; written and/or practical examination; considerations of such other factors as may relate to the given job vacancy; etc.

Section 13.07 On the Job Training Opportunities

The acquisition of skills to enhance job opportunities is the responsibility of individual employees. From time to time in support of those efforts, the Board will make one or more training opportunities available to employees. Such training opportunities may include but are not limited to: granting leave for internal and/or external in-service days; providing planned in-service programs; allowing internal substitution to "other skills" within the employee's classification series with appropriate on-the-job training; etc. This section does not establish a requirement on the Board to provide in-service or training in all of the jobs and skills that exist in the School District.

Section 13.08 Job Sharing

- A. Job sharing shall refer to a voluntary option available for two unit members in like job classifications (certification) to share one (1) full time position. Priority for job sharing opportunities shall be given to unit members on a first come, first served basis, other conditions permitting. The Superintendent may designate classifications, grade levels and buildings at which job sharing opportunities may be available. Even at designated classifications, grade levels and buildings, the Superintendent may limit the number of job sharing opportunities. Job sharing must conform to and last the full school year.

- B. It shall be the primary responsibility of the unit member seeking a job sharing opportunity to find an acceptable job sharing partner. No unit member shall be required to job share or be involuntarily reassigned or transferred for the purpose of job sharing except that the district may place a new hire with a current unit member requesting to job share. Unit members interested in job sharing for the upcoming school year may express their interest in writing to the Superintendent on or after March 15 but prior to April 1. Such interest should provide the Superintendent with a detailed plan as to how the given job sharing arrangement will be carried out. Such plan is subject to approval of the Superintendent.
- C. Unit members who job share shall receive one year of seniority credit. Unless otherwise provided for by law, each two years of job sharing by certificated/licensed unit members shall count as one year toward salary placement experience; classified unit members shall receive one year of credit toward wage placement advancement for each year spent job sharing. Unless otherwise agreed among the unit members, VBEA and the administration, each certificated/licensed unit member's job sharing partnership shall be 50% of the given individual's annual salary for certificated/licensed staff with each certificated/licensed unit member extending his/her one-half day by fifteen minutes to overlap the job sharing partner's day for purpose of coordinated planning. Likewise, classified unit members will split the hours of work for the position being shared on a 50-50 basis. Likewise, each unit member participating in a job sharing assignment shall be entitled to 50% of the benefits package which applies to the full time position being shared. Neither unit member will qualify for an "in lieu of" payment regarding insurance fringe benefits. Certificated/Licensed unit members sharing a job will each be responsible for participating in open houses, parent-teacher conferences, staff meetings, etc. to the extent regular full-time certificated/licensed unit members are responsible for same. Unless otherwise agreed to or applicable, such out-of-work day responsibilities for certificated/licensed unit members sharing a job shall be without extra pay.
- D. An employee in a job share position shall provide written notification to the Superintendent on or before March 15 to express their intent to a full-time position. Such employee may return to full-time status only at the beginning of a school year. The employee will be returned to regular employment for which the unit member is certificated/licensed and qualified if a position is available. If no position is available, the district may elect to implement a RIF or the employer may choose to extend the job share assignment until a full-time position for which the unit member is certified, licensed and qualified becomes available.

ARTICLE XIV

PLACEMENT ON SALARY SCHEDULE

Section 14.01

All new unit members shall be placed on their applicable salary/wage schedules in accordance with their actual, verified training and experience, limited by the board having the discretion but not being required to recognize more than ten (10) years of outside experience.

Section 14.02

- A. For a certificated/licensed unit member to be eligible to move from one column on the salary schedule to the next, beginning with the move from MA to MA+15, the hours necessary for such movement must be approved by the Local Professional Development Committee.
- B. There will be no bonuses or advancement on any salary schedules for the 2013-2014 school year.

ARTICLE XV

PERSONNEL FILES

Section 15.01

- A. Employees may, upon written request, in the presence of the Superintendent or designee, review the contents of their central office personnel files except confidential pre-employment letters and recommendations which are to be removed from the personnel files prior to making them available. Employees may, upon written request, in the presence of the building principal or designee review the contents of their building personnel files.
- B. The employees may be accompanied by one other person at such review. The date and time of the review shall be mutually agreed upon by the Superintendent or designee and the employees in the case of the central office personnel files, or by the principal or designee in the case of the building personnel files.
- C. The employees may present written statements at any time for inclusion in their central office and building personnel files. No anonymous material shall be placed into the employees' personnel files.
- D. The employees shall receive a copy of all complaints or reprimands concerning their professional competence which shall be placed in their personnel files at the time of placement. Material that is inaccurate or misleading may be challenged according to the provisions in the Ohio Revised Code. Letters of reprimand shall be purged upon request after two (2) years if the employee has no further infraction of the same or similar nature. Furthermore, reference to disciplinary suspensions without pay may be purged upon request after three (3) years if the employee has had no further infractions of the same or similar nature that prompted the suspension.
- E. Employees will be permitted to copy non-confidential file materials from their personnel files upon payment of ten cents (\$.10) per page to cover copying expenses.

ARTICLE XVI

ESTABLISHMENT OF SENIORITY

Section 16.01

The Board shall establish seniority lists for both groups of employees and submit them to the Association President each year by October 31st. Such lists will be deemed to be conclusive as to seniority unless objections are raised by VBEA or any employee within one month after the lists are given to VBEA.

Section 16.02 **Certificated/Licensed Employees**

Seniority shall apply to certificated/licensed employees as follows:

- A. the date the employee was hired by the Board
- B. the employee's first actual day of work
- C. the date the employee's contract is signed
- D. any further ties in seniority shall be decided by the random selection process as agreed upon by the Association and Administration. The affected parties and the Association President or designee will be present at the time of the decision, and the result will thereafter remain so fixed.

Section 16.03 **Classified Employees**

- A. Seniority shall apply to regular full and regular part-time employees.
- B. As used in this Agreement, district seniority or job classification seniority shall be defined as follows:
 1. District seniority shall be defined as the employee's most recent effective date of hire as indicated in the minutes of the Board of Education.
 2. Job classification seniority shall be defined as the length of time from the employee's most recent assignment in the employee's current job classification ladder.
- C. When two or more employees have identical job classification seniority, district seniority shall prevail.
- D. When two or more employees have identical job classification and district seniority, their relative seniority will be determined by a random selection process as agreed upon by the Association and Administration. The Association President or designee will be present at the time of the decision. The affected parties may be present.

- E. Substitute employees shall not accumulate any seniority and shall not be considered as regular full-time or regular part-time employees. Only regular full-time and regular part-time employees shall accumulate seniority.
- F. There shall be a probationary period of ninety (90) actual days of work to allow the Board to determine the fitness and adaptability of a newly hired regular full-time or regular part-time employee. During the probationary period, the probationary employee shall have no seniority rights, and the discharge or layoff for any reason shall not be subject to the grievance procedure or other review.

ARTICLE XVII

REDUCTION IN STAFF

Section 17.01

In the event the Administration determines that a reduction in the number of employees in the District is necessary or desirable it shall attempt to make such reduction through attrition (e.g. resignations, non-renewal of leave of absence employees, retirements).

If the Administration determines that further reductions are necessary or desirable it shall notify the Association at least twenty-one (21) calendar days before any meeting of the Board at which it shall request the Board to take action to make reductions in staff other than through attrition. Such notice shall indicate the approximate number of employees to be recommended for reduction.

Employees who have been subject to a reduction in force may continue to carry group life insurance, dental, and group medical and hospitalization insurance, consistent with Consolidated Omnibus Budget Reconciliation Act (COBRA), provided they pay 100% of the cost of the premiums for such insurance. It shall be the individual employee's responsibility to see that the monies are paid. It is understood that the Board will assume no responsibility for any cancellations of insurance coverage. It is also understood that this arrangement is only valid while the employee remains unemployed.

Employees who have been subject to a reduction in force will maintain recall rights under the Master Agreement that was in effect at the time of contract suspension.

For the duration of this master agreement, reductions of staff through outsourcing will only be made after alternatives have been explored and negotiated with the association.

Section 17.02 Certificated/Licensed Employees

- A. When in the judgment of the Vandalia-Butler Board of Education it becomes necessary to reduce the teaching staff because of decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, closure of schools, territorial

changes affecting the district, or for financial reasons, such reduction will be made by suspension of contracts. In making such reduction, the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent who shall, within each teaching field affected, give preference to teachers on continuing contracts, teachers with comparable evaluations, as outlined in Section 5.04 and to teachers who have greater seniority.

- B. Recall notifications shall be issued in writing or by certified mail. Teachers on continuing contract subject to a reduction in force shall be considered for recall for a period of three (3) years from the date of their last day of work. Teachers on a limited contract subject to a reduction in force shall be considered for a recall for a period of two (2) years from their last day of work. However, in either case a teacher so notified of recall shall report to work within fourteen (14) calendar days or such longer time specified in the notice of recall. Failure to report to work as specified shall result in forfeiture of recall status. Any teacher who is under contract with another district may refuse a position offered through recall without forfeiting recall rights. Such refusal must be communicated within fourteen (14) days of notification of recall, and the teacher will retain the same order on the recall list. A second refusal will result in termination of recall rights. Recall will be made in the reverse order of reduction according to type of contract and areas of licensure/certification, provided, however, that teachers with multiple areas of licensure/certification shall only be given one opportunity for recall.
- C. In the event a RIF occurs prior to May 11 in any given year, the most recent final evaluation from a previous year will be used.
- D. Non-renewal of contracts shall not be used as a means to obtain reduction in the number of staff members.
- E. The Board shall indicate in its minutes when action is taken for the purpose of a reduction in force.
- F. Nothing contained herein shall be deemed to limit the Board's authority to non-renew, terminate or suspend the contracts of teachers for any reason other than a reduction in force.

Section 17.03 Classified Employees

- A. Whenever it becomes necessary to reduce the number of employees in a job classification, probationary employees in the classification affected shall be laid off first, followed by regular employees.
- B. Regular employees shall be laid off within their job classifications on the basis of job classification seniority, with the person with the least job classification seniority laid off first. If further layoffs are necessary, the person with the next least job classification seniority shall be laid off.

An employee subject to layoff may exercise job classification seniority to displace another employee employed with less seniority within the job classification. Employees may only displace an employee who is on the same or lower tier of the job classification ladder as indicated in section 34.01, subject to the following:

1. The employee shall have all necessary skills, abilities and licenses or permits needed to perform the duties of the job without training, other than incidental training needed to familiarize the employee with the job.
 2. The employee shall exercise his/her right of displacement prior to the first day of layoff.
- C. In refilling vacancies caused by layoffs, employees shall be recalled in the reverse order of layoffs. If employees do not respond within seven (7) calendar days to a written recall notice of reinstatement from the Administration, delivered by certified mail with return receipt requested, the employee's employment shall be deemed to be terminated. It will be the responsibility of the employee to provide the Administration with a current mailing address. One refusal for re-employment releases the Administration from any further responsibility to rehire the employee.
- D. All employees shall retain recall rights for a period of twenty-four (24) months from the date of their layoff.

ARTICLE XVIII

CALAMITY DAYS

Section 18.01 Classified

In the event it becomes necessary to close school due to weather or other calamity, the following reporting procedures and work schedules will be followed:

- A. Maintenance Department and Custodial Personnel. All maintenance department and custodial personnel will report to work as usual. They shall work until the schools are ready for students. The maintenance supervisor, through the Superintendent or designee, will release maintenance personnel as soon as their jobs are completed. Custodial personnel will work approximately two hours, more or less, as needed, preparing and securing buildings for the next day of school. Both day personnel and night personnel will report at their usual times. The head custodian, through the maintenance supervisor and the Superintendent or designee, will release all custodial personnel as soon as the building is secure and all snow or other hazardous materials are removed. The head custodian shall also check with the building principal prior to leaving for the day.
- B. Transportation Department. The mechanic will report to work as usual in order to check and prepare buses for the next day of school. No drivers will be required to report to work unless specifically requested to do so by the transportation supervisor and approved by the Superintendent or designee.

- C. Clerical Staff/Building Secretaries: No building secretary will be required to report to work unless specifically requested to do so by the building principal and approved by the Superintendent or designee.
- D. Food Service Personnel. No food service personnel will be required to report to work unless specifically requested to do so by the food service supervisor and approved by the Superintendent or designee.
- E. Aides/Assistants. No aide/assistant will be required to report to work unless specifically requested to do so by the building principal and approved by the Superintendent or designee.
- F. Warehouseperson/Routeperson. Warehouseperson/Routeperson will report to work as usual and operate under procedures which apply to the maintenance department.

Section 18.02

The foregoing shall not apply in the case where the opening of school is delayed or where school is dismissed early. In those cases, all employees will report for work at their regular shift unless specifically authorized by their supervisors to vary their work schedules. In the event a calamity day falls on a day an employee has applied for or has taken leave (sick, vacation, personal, or professional), the employee shall not be charged with such leave.

Section 18.03

To the extent legally possible, employees will work scheduled make-up days without additional compensation in the event the District is required to make up calamity days by the General Assembly or by the State Department of Education or the State Superintendent of Instruction.

Section 18.04 Certificated/Licensed Employees

Teachers shall not be required to work on any day that schools are closed by the Administration due to public calamity including hazardous weather conditions, utility failures or damage to school buildings which render them unfit for school use. However, teachers will work any student instruction make-up days scheduled by the Board without additional compensation.

Section 18.05

In the event a calamity day falls on a day an employee has applied for or has taken leave (sick leave, personal, or professional), the employee shall not be charged with such leave.

ARTICLE XIX

RETIREMENT SEVERANCE/INCENTIVE

Section 19.01 Sick Leave Conversion on Retirement (Certificated/Licensed Employees)

- A. A teacher of the Vandalia-Butler School District who retires after ten (10) years of active service may, at the time of retirement (defined as being retirement based on active service, not disability, and the filing and approval of an application for retirement by the Ohio State Teachers' Retirement System) apply to be paid for accrued but unused sick leave credits on the basis of the following formula:
- B. Days of accumulation at retirement divided by four (4) equals the days to be calculated to the nearest half day, but not to exceed 61 days.

If the employee notifies the district in writing by March 1 of their intent to retire at the end of a school year, days of accumulation divided by four equals the paid days to be rounded up to the nearest day, but not to exceed 68 days.
- C. The amount to be paid for each such day or fraction thereof shall be based on the daily rate of pay of such teacher for the final teaching contract with this District as shown on the regular contract or salary notice, excluding any pay for supplemental duties.
- D. Such payment shall be made within ninety (90) calendar days after the effective retirement day set by the retirement system and shall eliminate all sick leave credits accrued by the teacher. The teacher may request in writing that payment be delayed until January of the following calendar year.
- E. Accrued sick leave as used herein shall include accrued sick leave which the teacher has transferred into this District from other teaching service in Ohio public schools, but not to exceed the accrual limits in effect in this District at the time of retirement.
- F. This privilege of conversion of accrued sick leave days to cash payment is optional and the teacher may waive the right to do so if desired.
- G. If a teacher eligible for a payment pursuant to this section, does not apply to the Treasurer within one-hundred twenty-(120) calendar days after receipt of written notice of eligibility for payment, or transfer of accumulated sick leave from Vandalia-Butler schools, the payment shall be made to the teacher.

Section 19.02 Classified Employee Severance

- A. School employees retiring from the Vandalia-Butler City School District shall be eligible for severance pay based upon the following eligibility requirements:
 - 1. Be employed by Vandalia-Butler City Schools at time of retirement.

2. Have five (5) or more years of service in the Vandalia-Butler City Schools.
 3. Have an application for retirement approved by School Employees Retirement System.
 4. A completed application for severance pay shall have been returned to the Treasurer of the Board no later than thirty (30) calendar days after the last day of employment. The application form shall be sent to the employee immediately after the employee applies for retirement.
- B. Payment shall be made in one lump sum within ninety (90) calendar days after the last day of employment. The employee may request in writing that payment be delayed until January of the following calendar year.
 - C. The formula for payment shall be 25% of accrued sick leave days. Employees who work less than four (4) hours per day are entitled to severance pay not to exceed twenty-five percent (25%) of the accumulated but unused sick leave days.
 - D. Payment shall be calculated by multiplying the employee's daily base rate, excluding supplemental pay, at the time of retirement by the total number of days or fractional parts thereof as determined by the formula. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time.
 - E. Additionally at separation of employment, employees will be paid for their accrued but unused vacation days, not to exceed three times their annual vacation allotment.
 - F. Employees meeting the above requirements who notify the district of their retirement sixty (60) days prior to their last day of work (excluding vacation, unauthorized leaves of absence, or other leaves) will be eligible for an additional three (3) days of paid severance.

ARTICLE XX

FRINGE BENEFITS

Section 20.01 Tax Shelter Annuities

- A. Embodying the benefits of Section 403(b) and 457 of the Internal Revenue Code of 1954 as amended, the Board may, upon written authorization of the employee, make salary reductions to be applied to the purchase of an annuity contract.
- B. All companies must be approved by the Superintendent of Insurance of the State of Ohio and must agree to comply with administrative rules and procedures for the issuance of tax sheltered annuities as approved by the Board.

Section 20.02 Medical and Dental Benefits

- A. Upon request, single coverage will be provided for all employees or family coverage will be provided for employees who are married or unmarried with dependent children. All

employees regularly employed on contract working more than four hours a day, and who wish to have coverage, are eligible. The employee's portion of the cost will be deducted from twenty-four pays (September 10 through August 25).

Unless otherwise selected by the employee, the Board shall pay eighty-five percent (85%) of the cost for full-time employees and forty-five percent (45%) of the cost for part-time employees working in positions designated as four-hour positions and the employee shall pay the balance of the cost by payroll deduction for medical insurance. Any such coverage shall, at the election of the Board, include a standard coordination of benefits provision.

Employees with more than one dependent will pay an additional \$15 per pay unless otherwise selected through the PaySmarter™ benefit program.

Unless otherwise selected by the employee, the Board shall pay eighty-five percent (85%) of the cost of the dental insurance for full-time employees. All employees regularly employed on contract working more than four (4) hours per day and who wish to have coverage are eligible for dental insurance. Part-time employees working four (4) hours per day or less must pay 100% of the cost.

- B. Coverage is not automatic. Employees desiring the medical and/or dental coverage must complete an application at the time of employment or at any open enrollment period.
- C. Medical and dental coverage will begin the first day of the month following employment and shall continue until one of the following conditions occurs:
1. If an employee leaves during the contract year, medical and dental insurance coverage will terminate at midnight on the last day of the month of the employee's effective date of resignation or termination.
 2. If the employee works a full contract year and leaves, medical and dental coverage will terminate on August 31 at 12:00 midnight.
 3. If the employee works a full contract year and resigns for the purpose of retirement, medical and dental coverage will terminate at midnight on the last day of the month of the employee's effective date of resignation.
- D. An employee must notify the Treasurer when any of these changes in status occur:
- Marriage
 - Birth or adoption of child
 - Divorce
 - You or your spouse reach age 65
 - Death of your spouse or dependent child under the age of 26
 - Marriage of your dependent over 26 years old
 - A dependent child reaches age 26
 - If for any reason, you have double coverage by the same company to which the Board pays the hospitalization, surgical and major medical insurance.
 - If you or a covered dependent become eligible and/or enroll in Medicare.

Section 20.03 Funding of the Health Savings Accounts

Unless otherwise selected by the employee, the Board will make contributions to fully fund the HSA accounts at their maximum deduction levels at the beginning of the plan year. Employees who leave the insurance plan for any reason during the plan year will reimburse the Board at the rate of one-twelfth of the Board-paid contribution for each month that the employee is no longer in the plan. Reimbursement is not required for partial months. Should the employee fail to make the reimbursement, the treasurer may on behalf of the Board deduct the appropriate reimbursement from any funds due the employee. Employees will be given the option of spreading the reimbursement over all of their remaining pays, applying as a lump sum, or otherwise repaying prior to the final payment from the district.

No Association employee who is subject to a reduction in force or who decides to drop the district's medical insurance during 2013 will be required to reimburse the Board for the Board's current plan year HSA contribution unless that employee is resigning for the purpose of retirement or voluntarily resigning from the district.

Section 20.04 PaySmarter™

During open enrollment each year, employees will be given points with which to make benefit selections. Each employee will be given enough points to select the provisions as applicable in this Article of the agreement (Article XX). However, employees may opt to use their points in selecting alternative benefits identified in the PaySmarter™ application.

Section 20.05 PerkSpot©

All employees will have access to discounts and supplemental insurance products as provided by PerkSpot©, as long as the district continues to contract with PerkSpot©.

Section 20.06 Term Life Insurance

The Board shall pay the cost of life insurance in the amount of \$30,000 for all employees regularly employed to work four (4) or more hours per day. The Board shall pay the cost of life insurance in the amount of \$15,000 for all other employees regularly employed by the District.

Coverage is not automatic. Employees desiring the life insurance must complete an application at the time of employment or at any open enrollment period.

Section 20.07 Section 125 Benefits Program

The Board will maintain its Section 125 "Cafeteria Plan" with no employer contribution, except as selected through PaySmarter™.

Section 20.08 Payment in Lieu of Medical Insurance Coverage

Payment in Lieu of Medical Insurance is addressed in Section 20.04 PaySmarter™.

Section 20.09 Insurance Committee

VBEA and the Board will maintain an insurance committee. The goal of the committee is **to review plans and offerings, which may better serve the employees as well as save costs to the employees and the Board.** The committee shall be comprised of at least one (1) VBEA representative from each building and one (1) classified member not to exceed ten (10) members. Administrative representation shall not exceed four (4) members and one (1) secretary. When a vacancy occurs, the appointment of a new member by VBEA or the administration respectively will take place as soon as possible.

The insurance committee will continue to explore ways that would improve PaySmarter™ and maintain a sound affordable medical and dental benefits program. The committee is expected to submit a recommendation regarding benefits to the 2014 negotiations team.

The insurance committee will make plan changes as necessary to limit the increase of premiums to 3% for calendar year 2014. Any further recommendation of a reduction in insurance benefits beyond the above changes by the insurance committee will be taken to the membership for a vote.

Section 20.10 Employee Hardship Assistance

The VBEA President and Superintendent shall annually appoint two individuals to an Employee Hardship Assistance Committee. At the time it comes to the attention of the VBEA President that an employee faces unusual financial hardship, an application and release form will be signed by the affected employee and submitted to the Superintendent. The situation will then be referred to the committee, which will decide whether or not the situation falls under the umbrella of this article and a joint communication will be issued to initiate the collection of funds. The committee decision will be by consensus. Failure to reach consensus means funds will not be collected.

Funds collected from employees will be sent to the Treasurer, with the Board contributing matching funds, not to exceed \$3000 per instance and \$9000 annually. Funds may not be collected from students and contributions from outside individuals and organizations will not be collected by the school district or its employees.

ARTICLE XXI

MILEAGE

Section 21.01

Mileage will be paid for the use of private cars for school business, for which advance authorization has been obtained, at the basic IRS mileage rate for both in-district and out-of-district travel. The District Superintendent may require mileage sheets to be turned in monthly. Reimbursement will be made in a timely manner.

ARTICLE XXII

POLITICAL CONTRIBUTIONS

Section 22.01

In accordance with Section 3313.262 of the Revised Code, the Treasurer shall deduct from the salaries of teachers such amounts for political organizations and parties and for non-partisan issues as the teacher, by written authorization, may request and shall transmit monies deducted as the authorization shall direct. Any such authorization shall be on a form which is separate from any form used to apply for or authorize membership in or authorize payment of dues or fees to any organization. The Treasurer shall deduct from the amount transmitted a uniform amount determined by the Board to be necessary to defray the actual cost of making such deduction.

ARTICLE XXIII

PURCHASING PROCEDURES

Section 23.01

Employees shall secure proper authorization and a purchase order before making any purchases. Every employee will first gain approval for the purchase. Second, the employee shall secure a purchase order and last, shall submit the purchase order for the services and/or goods requested.

PART B – CERTIFICATED/LICENSED STAFF PROVISIONS

ARTICLE XXIV

CONTRACTS

Section 24.01

The Board shall, in accordance with state statutes, provide every certificated/licensed person in the district an individual contract. This contract shall contain at least the following information:

- A. Type of contract (limited or continuing)
- B. Length of contract (if limited)
- C. Duties
- D. Salary

Section 24.02 Contract Options

A. Alternative Contract

The administration shall have the right to offer up to (10) voluntary alternative contracts. These contracts shall allow for a flexible and/or shortened work day.

When the administration determines that it would like to offer an alternative contract, preference shall first be given to qualified current employees and to employees with suspended contracts due to a reduction in force. An employee who chooses not to apply for the alternative contract position will not forfeit recall rights under Article XVII.

Unit members on an alternative contract will be compensated at \$50.00 per instructional unit. Administration will determine the number of instructional units per contract. Alternative contracts will be limited to working no more than 29.9 hours a week for the district including all supplemental and contracted time. No medical insurance, dental insurance or benefits listed on PaySmarter will be offered to employees on an alternative contract.

The intent of this section is not to replace full time positions with alternative contracts; rather, it is intended to maintain programs for students when the District cannot reasonably maintain or justify full time positions. The Administration will make all reasonable effort to maintain full time positions.

Employees teaching under an alternative contract shall be evaluated according to Article V.

Terms of employment for unit members voluntarily entering into alternative contracts will be defined within each contract. All other contractual rights remain in effect.

Retired employees may be rehired should they apply and be selected for an available alternative contract.

Current employees who have not yet announced retirement may retire and rehire into an alternative contract.

Full time unit members opting to voluntarily enter into an alternative contract may only return to a full time position if a full time position is vacant and the unit member is certified, licensed, and qualified for the position.

An alternative contract shall be evaluated at the end of its defined term, and its continuation shall be at the discretion of the Administration.

B. Supplemental Academic Contract

The administration shall have the right to offer voluntary supplemental academic contracts. These contracts shall allow for a flexible and/or increased work day.

Preference may be given to staff members proposing supplemental academic contracts.

Unit members will be compensated based upon the schedule provided in Section 39.01.

C. Blended Learning Contract

The administration shall have the right to offer voluntary blended learning contracts. These contracts shall utilize a blended instructional delivery model (combination of face-to-face and online). Blended learning proposals will be submitted to and approved by the Innovative Learning Team.

Unit members will be compensated based upon the appropriate salary schedule to which that contract applies.

This section is intended to supersede O.R.C. § 19.08, 3319.11 and any other statutory provisions that are inconsistent with this Collective Bargaining Agreement regarding teacher contractual issues.

Section 24.03 Supplemental/Extracurricular Contracts

For all supplemental positions, employees performing such duties will be issued a written contract, no later than fifteen (15) work days following their hire.

A. Supplemental contracts shall include:

1. Title of the supplemental contract
2. Job description of the supplemental position
3. Amount of compensation
4. Duration of supplemental contract
5. Provision for employee's signature.

B. Filling Supplemental Positions – Posting and filling of positions shall be in accordance with Article XIII of this Agreement and Section 3313.53 of the Ohio Revised Code.

C. Compensation is set forth in Section 31.03 of this Agreement, Article XXXI.

D. A teacher holding a supplemental position during the school year will be notified by May 30 of that school year whether the District intends to offer another supplemental contract for the next school year. It is the intent of the Board of Education to approve all supplemental contracts for the next school year by June 30.

Section 24.04 Continuing Contracts

This provision shall supersede ORC Sections: 3319.11 & 3319.111

Continuing Contracts – Teachers are eligible for continuing contract status when they:

- A. Have twenty-seven (27) months of successful teaching experience;
- B. Have a valid Ohio professional/permanent certificate or professional 5-year license;

- C. 1. For those teachers who did not hold a master's degree at the time of initially receiving a teaching certificate or license, 30 semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license.
- 2. For those teachers who held a master's degree at the time of initially receiving a teaching certificate or license, six semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license.
- D. Have taught in the Vandalia-Butler Schools for three years, unless they taught in another school district under a continuing contract. If the teacher previously held a continuing contract, the Board may grant a continuing contract upon employment or after two years employment with the Board in Vandalia-Butler Schools.
- E. **Notify principal of eligibility in writing by September 30.**

**ARTICLE XXV
TERMINATION/NON-RENEWAL**

Section 25.01

Termination of contracts by the Board shall be in accordance with Section 3319.16 of the Ohio Revised Code.

Section 25.02

Non-renewal of limited contracts shall be in accordance with Ohio Revised Code Section 3319.11. The term "evaluation procedures" shall mean the procedures required by the policy adopted by the Board of Education pursuant to R.C. 3319.111, which is incorporated by reference and is attached as Appendix E.

Section 25.03

Supplemental contracts shall be non-renewed in accordance with Section 3319.11 of the Ohio Revised Code.

**ARTICLE XXVI
HOURS OF WORK, PREPARATION AND PLANNING,
PUPIL-TEACHERS RATIO, USE OF SUBSTITUTE TEACHERS**

Section 26.01 Hours of Work

The normal length of the work day for teachers shall be seven (7) hours exclusive of a duty free lunch period of thirty (30) minutes. As salaried employees, teachers, from time to time, may need to work longer than the normal work day. Work schedules including starting and quitting times, lunch periods and class schedules shall be determined by the Administration.

Section 26.02 Meetings Outside the Normal Work Day

The Administration shall have the right to schedule meetings outside the normal work day during the school year for staff meetings, inservice, and staff development activities. Such meetings shall be limited to one meeting not to exceed one hour per month or one meeting not to exceed two hours every other month at the Administration's option.

Section 26.03 Preparation and Planning

- A. Teachers shall make adequate preparation. If the principal notes a lack of adequate preparation and planning, the principal shall confer with the teacher to point out deficiencies, and work with the teacher on written plans to develop more satisfactory methods of preparation.
- B. Regular full-time teachers will be scheduled the equivalent of one class period (defined as 200 minutes per week for elementary) per day for preparation and planning based on a normal work week of five days and a normal workday of seven hours and thirty minutes. Regular part-time classroom teachers will be scheduled preparation and planning time on a prorated basis. The number of staff and/or building committee meetings scheduled by the principal during planning time shall be held to a minimum. Such time may be used for team planning, evaluation, building meetings and conferences and other meetings conducted outside of the teacher's assigned building.

Section 26.04 Pupil-Teacher Ratio

All buildings shall adhere to local fire, building, and safety codes with regard to classroom occupancy.

Subject to space availability, installation of experimental or innovative programs, budgetary limitations and availability of teachers:

- A. The elementary pupil-teacher ratio shall not exceed twenty-seven (27) pupils in any building.
 - 1. The pupil-teacher ratio shall be determined by dividing the total school enrollment in each building by the total school teaching staff which is actively engaged in instruction. (Not to include art, music and physical education teachers, speech therapists, psychologists, guidance counselors, reading specialists and intervention specialists).
 - 2. Every reasonable effort shall be made to place no more than twenty-seven (27) students in an elementary classroom.
- B. Middle school pupil-teacher ratio shall not exceed 27-1. The ratio shall be computed by dividing the enrollment of the school by the full-time equivalency of the certificated/licensed teaching staff.

- C. The teaching load for secondary teachers, except in certain activity-type classes such as physical education and music, shall not exceed 170 students.
- D. If a professional staff member or the Association believes that an imbalance or overload exists in either an individual class or in the total teaching load of a professional staff member, as indicated in sections A-C above, the following procedure will be used:

Either the professional staff member or the Association shall refer the problem, in writing, to the building principal during the third week of the semester. Thereafter, the building principal will confer with the professional staff member and an Association Representative in an effort to resolve the problem.

If the conference with the building principal fails to resolve the problem, the Association may refer the problem in writing to the Superintendent. The Superintendent (or designee) will then confer with the Association and the professional staff member involved in an effort to resolve the problem. The Superintendent's decision is final.

Section 26.05 Use of Substitute Teachers

- A. Every reasonable effort shall be made to obtain substitute teachers during the absence of regular teachers.
- B. Every reasonable effort shall be made by the Administration to avoid internal substitution. The Board and Administration recognize the importance of preparation time, etc., and will not ask a teacher to give up a period unless it is necessary and unless that teacher consents to the arrangement. When a teacher voluntarily serves as an internal substitute, at the request of an administrator, the affected teacher shall receive extra compensation of not less than \$10.00 per hour or major fraction thereof; this applies if this results in the teacher having no planning/prep period on the given day or as otherwise determined appropriate by the administrator.
- C. Teachers shall be responsible for having lesson plans and materials available for use by substitute teachers.
- D. Each building principal shall develop a "Substitute Teacher's Handbook" which is to contain schedules, school routine, etc., that would aid the substitute teacher.

Section 26.06 Traveling Teachers

The Administration shall attempt to schedule traveling teachers so that they will have adequate time to travel from building to building. Such teachers shall maintain a detailed time log of their activities during the first two weeks of each semester and shall report to the Administration any scheduling problems they encounter. If such problems are reported, the Administration shall conduct a one-week time study of the position at the conclusion of which the teacher and the Administration shall meet and review the matter and attempt to resolve the teacher's problem.

ARTICLE XXVII

SCHOOL PROCEDURES

Section 27.01 Building Absences

Teachers needing to leave the school building during their lunch periods shall first notify their principal or the principal's designee. Teachers leaving the building during their lunch periods are responsible for returning promptly at the end of their lunch periods. Failure to do so may result in discipline and/or the future denial of this privilege. Teachers shall not leave the school building at any other time during the normal school day without the permission of their principals.

Section 27.02 Annual Assignments/Schedules

Teachers will be notified of their tentative assignments and work schedules for the next school year prior to the end of the current school year. Newly employed teachers will be notified of their tentative assignment and work schedule within ten (10) work days of their employment by action of the Board. If it becomes necessary to change a teacher's assignment/schedule during the summer, every reasonable effort will be made to promptly notify the affected teacher.

ARTICLE XXVIII

SCHOOL CALENDAR

Section 28.01

- A. The 2013-2014 school calendar shall contain 185 days for teachers and shall be distributed as follows:
- | | | |
|-----------------|---|--|
| 1. 178 days | - | with pupils in attendance |
| 2. ½ day | - | for room preparation to open school |
| 3. 1 ½ days | - | for professional meetings to open school and for staff development in-service meetings |
| 4. 2 days | - | for parent-teacher conferences |
| 5. 1 report day | - | at the end of first semester for recordkeeping |
| 6. 1 report day | - | at close of school year for recordkeeping |
| 7. ½ report day | - | at close of first nine (9) weeks |
| 8. ½ report day | - | at close of third nine (9) weeks |
- B. Thanksgiving and the following Friday are school holidays. Other vacation periods and the opening and closing of school will be developed with the Association through Partnership Council and shared with staff prior to submitting the calendar to the Board for adoption. There will be no changes in the adopted calendar without prior notification to the Association. Sufficient time will be provided for input prior to Board adoption of changes to the adopted school calendar.

ARTICLE XXIX

PARENT-TEACHER CONFERENCES/IEP MEETINGS

Section 29.01

- A. Teachers shall hold parent-teacher conferences during school hours whenever possible. The school secretary may help contact parents at the direction of the teacher and establish a schedule of conferences in accordance with the following guidelines:
1. Recognizing that parent-teacher conferences are an excellent means of communication, teachers shall initiate conferences with parents when it is felt that the student's educational progress can be helped by such conferences.
 2. Teachers shall attempt to hold conferences with parents of students who are performing unsatisfactorily.
- B. Each building/grade level shall observe two parent-teacher conference days per year. The given building shall have the discretion to determine when and how these parent-teacher conference days will be carried out. If the building level staff does not agree on this, the Superintendent or designee shall make the necessary decisions. All of the above is subject to final approval of the Superintendent or designee. For calendar purposes, the conference days will be reflected as non-student work days, which may or may not be the actual days worked.
- C. In the event a teacher has scheduled an alternative conference time that is agreeable to the parents involved and is approved by the building principal/superintendent, the teacher may not need to report to work on the scheduled conference day, or if a teacher does report for alternatively scheduled conferences, the teacher will be free to leave work once the conferences are ended.
- D. Unit members required to participate in IEP meetings shall be subject to the following conditions:
1. When IEP meetings extend or begin at least one-half hour beyond the work day, teachers shall be paid for all time beyond the work day. Such pay will be for a minimum of one-half hour. Thereafter, pay will be based on quarter hour increments. The pay will be the study table rates.
 2. All IEP meetings will be subject to call and adjournment by the Superintendent or designee.

Section 29.02

Kindergarten teachers will be permitted to use an additional one-half (1/2) day in the first and third quarter to conduct parent-teacher conferences upon arrangement with the Superintendent or designee.

ARTICLE XXX

CURRICULUM AND TEXTBOOK/MATERIALS STUDY

Section 30.01

- A. The teachers will be paid for authorized curriculum or textbook/materials selection committee work for such work performed on Saturdays, during vacation periods, or on weekdays after their contractual work day ends. Authorization will be in writing from the Director of Curriculum. The hourly rate of pay will be equal to .00083 of the amount indicated at the zero experience step of the appropriate degree category.
 - 1. Payment shall be made as follows: teachers performing duties as outlined above shall submit vouchers to the Treasurer's office by the last working day of each month.
 - 2. Payment for said work shall be within thirty (30) days of receipt of the voucher by the Treasurer.
- B. Staff volunteers will be used to provide extra work related to curriculum development, planning, grade level meetings, department meetings, textbook/materials recommendations, as requested and authorized by the Superintendent or designee.
- C. Staff volunteers designated to provide such extra work shall receive release time, and/or compensation as determined and set by the Superintendent or designee in advance of participation.

ARTICLE XXXI

SALARY AND FRINGE BENEFITS

Section 31.01 **Advancement on the Salary Schedule**

- A. Teachers may advance an experience step on the schedule only at the beginning of the school year. In order to so advance, a teacher must have been employed in the Vandalia-Butler City Schools at the preceding step on the schedule for at least ninety (90) consecutive school days.
- B. Salary adjustments to reflect additional training will be made for the full year when verification is submitted by August 15. Salary adjustment to reflect additional training will be made for the second semester when verification is submitted by February 15.
- C. There will be no bonuses or advancement on any salary schedules for the 2013-2014 school year.

Section 31.02 Summer School, Home Instruction, Study Table, Friday/Saturday School, Adult Education, and IEP Meetings

- A. The hourly rate for summer school, home instruction, study table, Friday/Saturday School, Adult Education and IEP meetings shall be .00083 of the amount indicated at the zero experience step of the appropriate degree category.
- B. In case of illness of summer school teachers, one (1) day may be made up without loss of pay provided the make-up instruction is completed within one (1) day of the end of the normal term of summer school. The schedule for make-up instruction shall be determined by a mutual agreement between the instructor and the students and subject to the approval of the Director of Summer School.

Section 31.03 Supplemental Contracts/Compensation for Extra Duty Assignment

All supplemental contract positions, except for the Activity Advisory Committee and Scouting, shall be paid on a two-tier schedule. For the first five years that an employee holds one or more supplemental contracts in a specific sport or activity, the employee shall be paid the index set forth in the Master Agreement. Thereafter, the employee shall be paid the index set forth in the Master Agreement plus a longevity increase of .01 of the BA base salary. The administration is not required to, but may recognize experience specific to the given sport or activity, when the employee has experience pursuant to one or more contracts with other school districts, public or private.

In addition to the listed supplemental contract positions the administration may wish to award additional supplemental contracts for extracurricular work with students.

Elementary building principals may request up to three supplemental contracts at 3% of the base salary per contract.

Middle School building principals may request up to six supplemental contracts at 3% of the base salary per contract.

High School building principal(s) may request up to three supplemental contracts at 3% of the base salary per contract.

Upon Board approval the supplemental contracts will be identified and listed for partnership council. Each contract will be written for a one-year term with no direct or indirect expectation of continuing the contracted services into the next or a future contract year. The Superintendent or designee will develop guidelines for identification of the supplemental contracts.

Section 31.04 Empower Performance Program

The Empower Team will be formed to develop and review ideas, concepts, and tools that will determine the direction of the Empower Performance Program. The Empower Team will be four members and one secretary appointed by the Superintendent (or designee), and four members appointed by the Association President including at least one classified member. The Superintendent (or designee) will chair this team and maintain responsibility *for the final decision.*

Advancement and requirements to complete the Empower program are suspended for the 2013-2014 school year.

Section 31.05 Empower Compensation Team

A new employee compensation team will be formed to study compensation options. This team will conduct a year-long compensation study during the 2013-2014 school year.

ATHLETICS

Effective August 1, 2013		BASE: \$36,786		
Position	First Tier Index	First Tier Stipend (5 or less years)	Second Tier Index	Second Tier Stipend
Athletic Trainer (season)	0.06	\$2,207.16	0.07	\$2,575.02
Trainer/Conditioner (season)	0.03	\$1,103.58	0.04	\$1,471.44
Baseball Head Coach	0.13	\$4,782.18	0.14	\$5,150.04
Baseball Assistant Coach	0.09	\$3,310.74	0.1	\$3,678.60
Baseball Freshman Coach	0.06	\$2,207.16	0.07	\$2,575.02
Basketball Head Coach	0.19	\$6,989.34	0.2	\$7,357.20
Basketball Assistant Coach	0.13	\$4,782.18	0.14	\$5,150.04
Basketball Freshman Coach	0.09	\$3,310.74	0.1	\$3,678.60
Basketball 8 th grade Coach	0.07	\$2,575.02	0.08	\$2,942.88
Basketball 7 th grade Coach	0.07	\$2,575.02	0.08	\$2,942.88
Bowling	0.07	\$2,575.02	0.08	\$2,942.88
Cheerleading: H.S. Head (Fall)	0.05	\$1,839.30	0.06	\$2,207.16
Cheerleading: H.S. Head (Winter)	0.05	\$1,839.30	0.06	\$2,207.16
Cheerleading: H.S. Asst. (Fall)	0.02	\$735.72	0.03	\$1,103.58
Cheerleading: H.S. Asst. (Winter)	0.02	\$735.72	0.03	\$1,103.58
Cheerleading: Smith (Fall)	0.02	\$735.72	0.03	\$1,103.58
Cheerleading: Smith (Winter)	0.02	\$735.72	0.03	\$1,103.58
Cheerleading: Morton (Fall)	0.02	\$735.72	0.03	\$1,103.58
Cheerleading: Morton (Winter)	0.02	\$735.72	0.03	\$1,103.58
Cross Country Head Coach	0.09	\$3,310.74	0.1	\$3,678.60
Cross Country Assistant Coach	0.06	\$2,207.16	0.07	\$2,575.02
Facility Manager (Season)	0.06	\$2,207.16	0.07	\$2,575.02
Football Head Coach	0.19	\$6,989.34	0.2	\$7,357.20
Football Assistant Coach	0.13	\$4,782.18	0.14	\$5,150.04
Football Freshman Coach	0.09	\$3,310.74	0.1	\$3,678.60
Football 8 th grade Coach	0.07	\$2,575.02	0.08	\$2,942.88
Football 7 th grade Coach	0.07	\$2,575.02	0.08	\$2,942.88
Golf Head Coach	0.07	\$2,575.02	0.08	\$2,942.88
Golf Assistant Coach	0.05	\$1,839.30	0.06	\$2,207.16
Intramurals High School	0.1	\$3,678.60	0.11	\$4,046.46
Intramurals Middle	0.08	\$2,942.88	0.09	\$3,310.74
Scouting	0.006	\$220.72	N/A	
Soccer Head Coach	0.13	\$4,782.18	0.14	\$5,150.04
Soccer Assistant Coach	0.09	\$3,310.74	0.1	\$3,678.60
Softball Head Coach	0.13	\$4,782.18	0.14	\$5,150.04
Softball Assistant Coach	0.09	\$3,310.74	0.1	\$3,678.60
Softball Freshman Coach	0.06	\$2,207.16	0.07	\$2,575.02
Softball Middle School	0.05	\$1,839.30	0.06	\$2,207.16
Swimming Head Coach	0.09	\$3,310.74	0.1	\$3,678.60
Swimming Assistant Coach	0.06	\$2,207.16	0.07	\$2,575.02

Section 31.06 Compensation for Extra Duty Assignment

2013-2014

Page 2 of 2

Tennis Head Coach	0.08	\$2,942.88	0.09	\$3,310.74
Tennis Assistant Coach	0.05	\$1,839.30	0.06	\$2,207.16
Track Head Coach	0.13	\$4,782.18	0.14	\$5,150.04
Track Assistant Coach	0.09	\$3,310.74	0.1	\$3,678.60
Track Middle School Coach	0.05	\$1,839.30	0.06	\$2,207.16
Volleyball Head Coach	0.13	\$4,782.18	0.14	\$5,150.04
Volleyball Assistant Coach	0.09	\$3,310.74	0.1	\$3,678.60
Volleyball Freshman Coach	0.06	\$2,207.16	0.07	\$2,575.02
Volleyball Middle School	0.05	\$1,839.30	0.06	\$2,207.16
Wrestling Head Coach	0.19	\$6,989.34	0.2	\$7,357.20
Wrestling Assistant Coach	0.13	\$4,782.18	0.14	\$5,150.04
Wrestling Freshman Coach	0.09	\$3,310.74	0.1	\$3,678.60
Wrestling Middle Head	0.07	\$2,575.02	0.08	\$2,942.88
Wrestling Middle Asst. Coach	0.05	\$1,839.30	0.06	\$2,207.16

CO-CURRICULARS

Effective August 1, 2013

BASE:

\$36,786

Position	First Tier Index	First Tier Stipend (5 or less years)	Second Tier Index	Second Tier Stipend
Academic Challenge	0.03	\$1,103.58	0.04	\$1,471.44
Activities Advisory Committee	0.18	\$6,621.48	N/A	
Band Director	0.19	\$6,989.34	0.2	\$7,357.20
Band Assistant Director	0.09	\$3,310.74	0.1	\$3,678.60
Chess Club	0.03	\$1,103.58	0.04	\$1,471.44
Choral Director	0.1	\$3,678.60	0.11	\$4,046.46
Debate	0.05	\$1,839.30	0.06	\$2,207.16
Dramatics High School	0.08	\$2,942.88	0.09	\$3,310.74
Dramatics Middle	0.05	\$1,839.30	0.06	\$2,207.16
Handbells: Middle School Director	0.08	\$2,942.88	0.09	\$3,310.74
Handbells: Middle School Asst.	0.05	\$1,839.30	0.06	\$2,207.16
High School Computer Center	0.1	\$3,678.60	0.11	\$4,046.46
JCOWA	0.04	\$1,471.44	0.05	\$1,839.30
Kickline Director	0.09	\$3,310.74	0.1	\$3,678.60
Mock Trials	0.03	\$1,103.58	0.04	\$1,471.44
Musicals High School	0.04	\$1,471.44	0.05	\$1,839.30
National Honor Society	0.03	\$1,103.58	0.04	\$1,471.44
Pep Club: Middle (Fall)	0.03	\$1,103.58	0.04	\$1,471.44
Pep Club: Middle (Winter)	0.03	\$1,103.58	0.04	\$1,471.44
Planetarium	0.1	\$3,678.60	0.11	\$4,046.46
Power of the Pen	0.03	\$1,103.58	0.04	\$1,471.44
Publications: Airlog	0.08	\$2,942.88	0.09	\$3,310.74
Publications: Aviator	0.08	\$2,942.88	0.09	\$3,310.74
Publications: Middle Sch. Yearbook	0.05	\$1,839.30	0.06	\$2,207.16
Publications: Middle Sch. Newspaper	0.03	\$1,103.58	0.04	\$1,471.44
Safety Patrol, Elementary	0.05	\$1,839.30	0.06	\$2,207.16
Science Club, Middle	0.03	\$1,103.58	0.04	\$1,471.44
Student Council Middle	0.03	\$1,103.58	0.04	\$1,471.44
Student Council Elementary	0.03	\$1,103.58	0.04	\$1,471.44

Section 31.07 Compensation: Curriculum Specialists/Mentors/Site Council

Building Level Curriculum Specialist: \$1500

Mentor Committee: \$1500

Mentors: \$1000

Site Council Member: \$1000

Section 31.08

Vandalia-Butler City School District

Salary Schedule

Effective August 1, 2013

Years of Experience	Less than Degree						Base Salary*	\$36,786
		BA	BA150	MA	MA+15	MA+30	MA+45 & PhD	
0								
1								
2								
3	\$32,740	\$36,786	\$38,258	\$39,729	\$40,465	\$41,936	\$43,040	
4		\$38,258	\$39,729	\$41,201	\$42,304	\$43,776	\$44,512	
5		\$39,729	\$41,201	\$43,040	\$43,776	\$45,247	\$46,351	
6		\$41,201	\$43,040	\$44,512	\$45,615	\$47,087	\$48,190	
7		\$43,040	\$44,512	\$46,351	\$47,454	\$48,926	\$50,029	
8		\$44,512	\$46,351	\$48,190	\$49,294	\$50,765	\$52,605	
9		\$46,351	\$48,190	\$50,029	\$51,501	\$53,340	\$54,812	
10		\$48,190	\$50,029	\$52,605	\$53,708	\$55,547	\$57,019	
11		\$50,029	\$52,605	\$54,812	\$55,915	\$57,755	\$59,594	
12		\$52,605	\$54,812	\$57,019	\$58,490	\$60,330	\$62,169	
13		\$55,180	\$57,387	\$59,962	\$61,433	\$63,273	\$65,480	
14		\$57,387	\$59,962	\$62,537	\$64,008	\$66,215	\$68,423	
15		\$60,698	\$63,273	\$66,215	\$67,687	\$69,894	\$72,101	
16		\$60,698	\$63,273	\$66,215	\$67,687	\$69,894	\$72,101	
17		\$60,698	\$63,273	\$66,215	\$67,687	\$69,894	\$72,101	
18		\$60,698	\$63,273	\$66,215	\$67,687	\$69,894	\$72,101	
19		\$62,169	\$64,744	\$67,687	\$69,158	\$71,366	\$73,573	
20		\$62,169	\$64,744	\$67,687	\$69,158	\$71,366	\$73,573	
21		\$62,169	\$64,744	\$67,687	\$69,158	\$71,366	\$73,573	
22		\$62,169	\$64,744	\$67,687	\$69,158	\$71,366	\$73,573	
23		\$62,169	\$65,848	\$68,791	\$70,262	\$72,469	\$74,676	
24		\$62,169	\$65,848	\$68,791	\$70,262	\$72,469	\$74,676	
25		\$62,169	\$65,848	\$68,791	\$70,262	\$72,469	\$74,676	
26		\$62,169	\$65,848	\$68,791	\$70,262	\$72,469	\$74,676	
27		\$62,169	\$68,423	\$71,366	\$72,837	\$75,044	\$77,251	
28*		\$62,169	\$68,423	\$71,366	\$72,837	\$75,044	\$77,251	
29*		\$62,169	\$68,423	\$71,366	\$72,837	\$75,044	\$77,251	
30*		\$62,169	\$70,998	\$73,941	\$75,412	\$77,619	\$79,826	

*** Grandfathered step.**

NOTE: All new employees will enter the Empower Performance Program effective August 1, 2011.

PART C - CLASSIFIED STAFF PROVISIONS

ARTICLE XXXII

OVERTIME

Section 32.01

- A. Custodial overtime, when deemed necessary by the Administration, shall be offered first to custodial employees who work in that building. On the refusal of overtime by custodial employees assigned to that building, the Administration shall assign the overtime from a system-wide list. A list of custodial employees interested in working overtime will be generated at the beginning of the school year. This list will be arranged by job classification seniority, district-wide, and overtime assignments will be offered on a rotational basis.
- B. Maintenance overtime, when deemed necessary by the Administration, shall be offered to maintenance employees. A list of maintenance employees interested in working overtime will be generated at the beginning of the school year. This list will be arranged by job classification seniority and overtime will be offered on a rotational basis.
- C. A list of food service employees interested in working overtime will be generated at the beginning of the school year. The list will be arranged by job classification seniority and overtime will be offered on a rotational basis.
- D. All overtime work must be approved and scheduled by the supervisor or designee. All hours worked in excess of forty (40) hours during the work week shall be compensated at the rate of time and one half (1½). Paid holidays, calamity days, jury days, professional days, and vacation days shall be counted as days worked.

ARTICLE XXXIII

SECRETARIAL MEETINGS

Section 33.01

In the event that secretarial meetings are held outside normal work hours, secretaries will be paid one and one-half (1 1/2) times their regular rate of pay if they actually work in excess of 40 hours during the work week. Otherwise, such time will be compensated at the secretaries' regular rate of pay.

ARTICLE XXXIV

JOB CLASSIFICATION LADDERS AND TERMS OF CONTRACTS

Section 34.01

The term of employment for each classification of employees will be as follows:

<u>Classifications/ Ladders</u>	<u>Months Employed</u>	<u>Work Days & Paid Vacation</u>	<u>Paid Holidays</u>	<u>Total Contract Days</u>	<u>Hours Per Day</u>
<u>Maintenance/Warehouseperson/Custodian</u>					
Maintenance	12	251*	9	260	8.0
Warehouseperson	12	251*	9	260	8.0
Head Custodian	12	251*	9	260	8.0
Custodian	12	251*	9	260	8.0
4-Hour Custodian	12	251*	9	260	4.0
<u>Secretaries</u>					
12 mo. School Secretary	12	241*	9	250	8.0
11 mo. School Secretary	11	230 **	8	238 **	7.5
10 mo. School Secretary	10	205 **	8	213 **	7.5
<u>Transportation</u>					
Mechanic	12	251*	9	260	8.0
Assistant Mechanic	Hours subject to call.				
Mechanic's Helper	Hours subject to call.				
Bus Driver	9	179	8	187	4.0
Bus Aide	9	179	8	187	4.0
<u>Assistants</u>					
Special Education	9	184 **	8	192 **	7.0
<u>Aides</u>					
Media/Study Hall	9	184 **	8	192 **	7.0
Educational	9	184 **	8	192 **	7.0
Office Aide	9	184 **	8	192 **	7.0
<u>Food Service</u>					
Manager	9	181	8	189	7.0
Assistant Manager	9	181	8	189	6.0-7.0
Kitchen Leader	9	180	8	188	4.0
4-6 Hour Cook	9	179	8	187	4.0-6.0
3-3.75 Hour Cook	9	179	8	187	3.0-3.75
2-2.75-Hour Cook	9	179	8	187	2.0-2.75

* May vary by one (1) day when applicable – remains for leap year

** Reflects maximum number of days. See Section 34.02

Section 34.02 Parent-Teacher Conferences

School secretaries, aides, and assistants (excluding 12-month school secretaries) may opt to not work on scheduled parent-teacher conference times by selecting the appropriate option on their annual hourly rate notice. Employees may be required to work as identified by their building principal.

ARTICLE XXXV

PAID HOLIDAY SCHEDULE

Section 35.01

- A. All employees who have completed their probationary period shall receive the following paid holidays if they fall within the term of their employment:
1. Labor Day
 2. Thanksgiving Day
 3. Friday after Thanksgiving
 4. Day before Christmas
 5. Christmas
 6. New Year's Day
 7. Martin Luther King Day
 8. Memorial Day Holiday
 9. Independence Day
- B. Should any of these holidays fall on Saturday, employees will not be required to work the previous Friday unless school is in session. If the holiday falls on Sunday, the employees will not be required to work the following Monday unless school is in session.
- C. If employees are required to work on any of the paid holidays, they shall be granted compensation time off for which they shall be paid their regular salary or regular rate of pay.
- D. In order to be eligible to receive holiday pay, an employee must be in an active pay status the work day immediately preceding and following the holiday. The definition of "active pay status" means those who are actually on payroll on days preceding and following vacations. An example of not being on active payroll status are those that are on leave of absence without pay or who have been suspended without pay.

ARTICLE XXXVI

VACATIONS

Section 36.01

- A. All employees employed on an eleven (11) or twelve (12) month basis shall accrue vacation at the rate of 84 hundredths of a day per month of completed service.
- B. Employees on a twelve (12) month basis who have completed seven (7) years of continuous employment for the Board shall accrue vacation at the rate of one and one-fourth (1 1/4) days per month of completed service during their eighth through thirteenth years of employment.
- C. Employees on a twelve (12) month basis who have completed thirteen (13) years of continuous employment for the Board shall accrue vacation at the rate of one and two-thirds (1 2/3) days per month.
- D. If approved by the employee's immediate supervisor and the Superintendent or designee, vacations may be taken at any time of the year, except that no vacation may be taken during the school year which will adversely affect or increase the cost of school operations.
- E. Verification of approved vacation must be submitted to the office of the Treasurer of the Board of Education. Employees shall use designated vacation request forms.
- F. Employees may carryover up to three times their annual vacation allotment from one employee contract year to the next.
- G. Employees shall give at least ten work days advance notice of intent to use vacation. This notice may be waived by the Superintendent or designee on a case-by-case basis. Requests for vacations exceeding 10 consecutive work days shall be submitted directly to the Superintendent or designee.

ARTICLE XXXVII

SALARY SCHEDULE

Section 37.01

- A. Hourly wage rates for classified staff will be paid as set forth in Section 37.02.
- B. An employee permanently reassigned to a position in a higher paying job classification (i.e., one with a higher hourly wage rate), shall be placed on the lowest hourly wage rate step of the new classification which will provide the employee with an increase in hourly rate.
or
If an employee has reached the 12th year or more years of service to the district, that employee shall be placed on the salary schedule commensurate with those years of service.
- C. An employee permanently reassigned to a position in a lower paying job classification (i.e., one with a lower hourly wage rate) shall be placed on the salary step of the new classification which will reflect the employee's years of service in the District.

Maintenance

2013-2014		
Serv Step	Empower Hourly Rate	2013-2014 Grandfathered Hourly Rate
0		
1	\$15.00	
2	\$15.60	
3	\$16.20	\$17.86
4	\$16.93	\$18.57
5	\$17.55	\$19.29
6	\$18.29	\$20.15
7	\$19.06	\$20.90
8	\$19.06	\$21.77
9	\$19.06	\$22.69
10	\$19.06	\$22.69
11	\$19.06	\$22.69
12	\$19.06	\$22.69
13	\$19.19	\$22.69
14	\$19.19	\$22.69
15	\$19.19	\$22.85
16	\$19.19	\$22.85
17	\$19.42	\$22.85
18	\$19.42	\$22.85
19	\$19.42	\$23.12
20	\$19.42	\$23.12
21	\$19.65	\$23.12
22	\$19.65	\$23.12
23	\$19.65	\$23.39
24	\$19.65	\$23.39
25	\$19.87	\$23.39
26	\$19.87	\$23.39
27	\$19.87	\$23.66
	\$20.28	\$23.66
		\$23.66
		\$24.15

Warehouse Person

2013-2014		
Serv Step	Empower Hourly Rate	2013-2014 Grandfathered Hourly Rate
0		
1	\$14.50	
2	\$15.19	
3	\$16.02	\$17.04
4	\$16.72	\$17.86
5	\$17.53	\$18.84
6	\$18.39	\$19.65
7	\$18.52	\$20.61
8	\$18.52	\$21.61
9	\$18.52	\$21.77
10	\$18.52	\$21.77
11	\$18.52	\$21.77
12	\$18.52	\$21.77
13	\$18.70	\$21.77
14	\$18.70	\$21.77
15	\$18.70	\$21.99
16	\$18.70	\$21.99
17	\$18.95	\$21.99
18	\$18.95	\$21.99
19	\$18.95	\$22.28
20	\$18.95	\$22.28
21	\$19.21	\$22.28
22	\$19.21	\$22.28
23	\$19.21	\$22.58
24	\$19.21	\$22.58
25	\$19.44	\$22.58
26	\$19.44	\$22.58
27	\$19.44	\$22.85
	\$19.69	\$22.85
		\$22.85
		\$23.14

Head Custodian

2013-2014		
Serv Step	Empower Hourly Rate	2013-2014 Grandfathered Hourly Rate
0		
1	\$13.50	
2	\$14.15	
3	\$14.96	\$16.48
4	\$15.57	\$17.28
5	\$16.43	\$18.26
6	\$17.23	\$19.01
7	\$17.36	\$20.05
8	\$17.36	\$21.03
9	\$17.36	\$21.19
10	\$17.36	\$21.19
11	\$17.36	\$21.19
12	\$17.36	\$21.19
13	\$17.54	\$21.19
14	\$17.54	\$21.19
15	\$17.54	\$21.41
16	\$17.54	\$21.41
17	\$17.77	\$21.41
18	\$17.77	\$21.41
19	\$17.77	\$21.69
20	\$17.77	\$21.69
21	\$18.01	\$21.69
22	\$18.01	\$21.69
23	\$18.01	\$21.99
24	\$18.01	\$21.99
25	\$18.25	\$21.99
26	\$18.25	\$21.99
27	\$18.25	\$22.28
28	\$18.49	\$22.28
29		\$22.28
30		\$22.57

*Grandfathered Steps

Custodian

2013-2014		
Serv Step	Empower Hourly Rate	2013-2014 Grandfathered Hourly Rate
0		
1	\$10.50	
2	\$11.02	
3	\$11.67	\$14.30
4	\$12.19	\$15.01
5	\$12.86	\$15.90
6	\$13.51	\$16.60
7	\$13.63	\$17.52
8	\$13.63	\$18.39
9	\$13.63	\$18.56
10	\$13.63	\$18.56
11	\$13.63	\$18.56
12	\$13.63	\$18.56
13	\$13.76	\$18.56
14	\$13.76	\$18.56
15	\$13.76	\$18.74
16	\$13.76	\$18.74
17	\$13.96	\$18.74
18	\$13.96	\$18.74
19	\$13.96	\$19.01
20	\$13.96	\$19.01
21	\$14.17	\$19.01
22	\$14.17	\$19.01
23	\$14.17	\$19.29
24	\$14.17	\$19.29
25	\$14.36	\$19.29
26	\$14.36	\$19.29
27	\$14.36	\$19.56
28	\$14.57	\$19.56
29		\$19.56
30		\$19.84

A shift differential of \$0.15 per hour will be paid to second and third shift custodians

NOTE: All new employees will enter the Empower Performance Program effective August 1, 2011

Mechanic

2013-2014		
Serv Step	Empower Hourly Rate	2013-2014 Grandfathered Hourly Rate
0		
1	\$15.75	
2	\$16.38	
3	\$17.01	\$17.86
4	\$17.77	\$18.57
5	\$18.43	\$19.29
6	\$19.20	\$20.15
7	\$20.01	\$20.90
8	\$20.01	\$21.77
9	\$20.01	\$22.69
10	\$20.01	\$22.69
11	\$20.01	\$22.69
12	\$20.01	\$22.69
13	\$20.15	\$22.69
14	\$20.15	\$22.69
15	\$20.15	\$22.85
16	\$20.15	\$22.85
17	\$20.39	\$22.85
18	\$20.39	\$22.85
19	\$20.39	\$23.12
20	\$20.39	\$23.12
21	\$20.63	\$23.12
22	\$20.63	\$23.12
23	\$20.63	\$23.39
24	\$20.63	\$23.39
25	\$20.86	\$23.39
26	\$20.86	\$23.39
27	\$20.86	\$23.66
	\$21.30	\$23.66
		\$23.66
		\$24.15

Mechanic Helper

2013-2014		
Serv Step	Empower Hourly Rate	2013-2014 Grandfathered Hourly Rate
0		
1	\$9.29	
2	\$9.68	
3	\$10.17	\$9.74
4	\$10.77	\$10.23
5	\$11.47	\$10.83
6	\$11.69	\$11.54
7	\$11.90	\$11.76
8	\$12.10	\$11.97
9	\$12.10	\$12.17
10	\$12.10	\$12.17
11	\$12.10	\$12.17
12	\$12.10	\$12.17
13	\$12.10	\$12.17
14	\$12.43	\$12.17
15	\$12.43	\$12.51
16	\$12.43	\$12.51
17	\$12.43	\$12.51
18	\$12.75	\$12.51
19	\$12.75	\$12.83
20	\$12.75	\$12.83
21	\$12.75	\$12.83
22	\$13.07	\$12.83
23	\$13.07	\$13.15
24	\$13.07	\$13.15
25	\$13.07	\$13.15
26	\$13.39	\$13.15
27	\$13.39	\$13.47
	\$13.39	\$13.47
		\$13.47
		\$13.80

Bus Driver

2013-2014		
Serv Step	Empower Hourly Rate	2013-2014 Grandfathered Hourly Rate
0		
1	\$16.09	
2	\$16.76	
3	\$17.69	\$16.86
4	\$18.48	\$17.80
5	\$19.84	\$18.59
6	\$19.90	\$19.96
7	\$19.96	\$20.02
8	\$20.04	\$20.08
9	\$20.04	\$20.16
10	\$20.04	\$20.16
11	\$20.04	\$20.16
12	\$20.04	\$20.16
13	\$20.04	\$20.16
14	\$20.38	\$20.16
15	\$20.38	\$20.51
16	\$20.38	\$20.51
17	\$20.38	\$20.51
18	\$20.72	\$20.51
19	\$20.72	\$20.85
20	\$20.72	\$20.85
21	\$20.72	\$20.85
22	\$21.06	\$20.85
23	\$21.06	\$21.19
24	\$21.06	\$21.19
25	\$21.06	\$21.19
26	\$21.41	\$21.19
27	\$21.41	\$21.54
	\$21.41	\$21.54
		\$21.54
		\$21.90

Bus Aide

2013-2014		
Serv Step	Empower Hourly Rate	2013-2014 Grandfathered Hourly Rate
0		
1	\$10.79	
2	\$11.24	
3	\$11.80	\$11.31
4	\$12.60	\$11.87
5	\$13.35	\$12.68
6	\$13.58	\$13.43
7	\$13.82	\$13.66
8	\$14.08	\$13.90
9	\$14.08	\$14.17
10	\$14.08	\$14.17
11	\$14.08	\$14.17
12	\$14.08	\$14.17
13	\$14.08	\$14.17
14	\$14.45	\$14.17
15	\$14.45	\$14.54
16	\$14.45	\$14.54
17	\$14.45	\$14.54
18	\$14.82	\$14.54
19	\$14.82	\$14.91
20	\$14.82	\$14.91
21	\$14.82	\$14.91
22	\$15.20	\$14.91
23	\$15.20	\$15.29
24	\$15.20	\$15.29
25	\$15.20	\$15.29
26	\$15.54	\$15.29
27	\$15.54	\$15.64
	\$15.54	\$15.64
		\$15.64
		\$16.04

*Grandfathered Steps

NOTE: All new employees will enter the Empower Performance Program effective August 1, 2011

12-Month Secretary

2013-2014		
Serv Step	Empower Hourly Rate	2013-2014 Grandfathered Hourly Rate
0		
1	\$13.53	
2	\$13.95	
3	\$14.71	\$14.32
4	\$15.49	\$15.10
5	\$16.44	\$15.91
6	\$17.21	\$16.88
7	\$18.15	\$17.67
8	\$19.13	\$18.64
9	\$19.13	\$19.64
10	\$19.13	\$19.64
11	\$19.13	\$19.64
12	\$19.13	\$19.64
13	\$19.13	\$19.64
14	\$19.29	\$19.64
15	\$19.29	\$19.80
16	\$19.29	\$19.80
17	\$19.29	\$19.80
18	\$19.58	\$19.80
19	\$19.58	\$20.10
20	\$19.58	\$20.10
21	\$19.58	\$20.10
22	\$19.89	\$20.10
23	\$19.89	\$20.43
24	\$19.89	\$20.43
25	\$19.89	\$20.43
26	\$20.19	\$20.43
27	\$20.19	\$20.73
	\$20.19	\$20.73
		\$20.73
		\$21.02

10 & 11-Month Secretary

2013-2014		
Serv Step	Empower Hourly Rate	2013-2014 Grandfathered Hourly Rate
0		
1	\$13.18	
2	\$13.59	
3	\$14.38	\$14.10
4	\$15.15	\$14.91
5	\$16.10	\$15.72
6	\$16.89	\$16.70
7	\$17.86	\$17.52
8	\$18.83	\$18.52
9	\$18.83	\$19.53
10	\$18.83	\$19.53
11	\$18.83	\$19.53
12	\$18.83	\$19.53
13	\$18.83	\$19.53
14	\$19.03	\$19.53
15	\$19.03	\$19.74
16	\$19.03	\$19.74
17	\$19.03	\$19.74
18	\$19.32	\$19.74
19	\$19.32	\$20.04
20	\$19.32	\$20.04
21	\$19.32	\$20.04
22	\$19.60	\$20.04
23	\$19.60	\$20.34
24	\$19.60	\$20.34
25	\$19.60	\$20.34
26	\$19.89	\$20.34
27	\$19.89	\$20.63
	\$19.89	\$20.63
		\$20.63
		\$20.92

*Grandfathered Steps

Special Education Assistant

2013-2014		
Serv Step	Empower Hourly Rate	2013-2014 Grandfathered Hourly Rate
0		
1	\$11.87	
2	\$12.36	
3	\$12.90	\$12.43
4	\$13.62	\$12.98
5	\$14.17	\$13.70
6	\$15.17	\$14.26
7	\$15.21	\$15.26
8	\$15.23	\$15.30
9	\$15.23	\$15.32
10	\$15.23	\$15.32
11	\$15.23	\$15.32
12	\$15.23	\$15.32
13	\$15.23	\$15.32
14	\$15.27	\$15.32
15	\$15.27	\$15.36
16	\$15.27	\$15.36
17	\$15.27	\$15.36
18	\$15.59	\$15.36
19	\$15.59	\$15.69
20	\$15.59	\$15.69
21	\$15.59	\$15.69
22	\$15.89	\$15.69
23	\$15.89	\$15.99
24	\$15.89	\$15.99
25	\$15.89	\$15.99
26	\$16.21	\$15.99
27	\$16.21	\$16.31
	\$16.21	\$16.31
		\$16.31
		\$16.61

ED Assistants receive an additional \$0.75 per hour

NOTE: All new employees will enter the Empower Performance Program effective August 1, 2011

Media/Study Hall Aide
2013-2014

Serv Step	Empower	2013-2014
	Hourly	Grandfathered
	Rate	Hourly Rate
0		
1	\$11.87	
2	\$12.36	
3	\$12.90	\$12.43
4	\$13.62	\$12.98
5	\$14.17	\$13.70
6	\$15.17	\$14.26
7	\$15.21	\$15.26
8	\$15.23	\$15.30
9	\$15.23	\$15.32
10	\$15.23	\$15.32
11	\$15.23	\$15.32
12	\$15.23	\$15.32
13	\$15.23	\$15.32
14	\$15.27	\$15.32
15	\$15.27	\$15.36
16	\$15.27	\$15.36
17	\$15.27	\$15.36
18	\$15.59	\$15.36
19	\$15.59	\$15.69
20	\$15.59	\$15.69
21	\$15.59	\$15.69
22	\$15.89	\$15.69
23	\$15.89	\$15.99
24	\$15.89	\$15.99
25	\$15.89	\$15.99
26	\$16.21	\$15.99
27	\$16.21	\$16.31
		\$16.31
		\$16.61

Educational Aide
2013-2014

Serv Step	Empower	2013-2014
	Hourly	Grandfathered
	Rate	Hourly Rate
0		
1	\$11.33	
2	\$11.80	
3	\$12.36	\$11.87
4	\$13.05	\$12.43
5	\$13.90	\$13.13
6	\$14.13	\$13.98
7	\$14.36	\$14.22
8	\$14.63	\$14.45
9	\$14.63	\$14.72
10	\$14.63	\$14.72
11	\$14.63	\$14.72
12	\$14.63	\$14.72
13	\$14.63	\$14.72
14	\$15.00	\$14.72
15	\$15.00	\$15.09
16	\$15.00	\$15.09
17	\$15.00	\$15.09
18	\$15.37	\$15.09
19	\$15.37	\$15.46
20	\$15.37	\$15.46
21	\$15.37	\$15.46
22	\$15.73	\$15.46
23	\$15.73	\$15.83
24	\$15.73	\$15.83
25	\$15.73	\$15.83
26	\$16.07	\$15.83
27	\$16.07	\$16.17
		\$16.17
		\$16.53

Office Aide
2013-2014

Serv Step	Empower	2013-2014
	Hourly	Grandfathered
	Rate	Hourly Rate
0		
1	\$11.33	
2	\$11.80	
3	\$12.36	\$11.87
4	\$13.05	\$12.43
5	\$13.90	\$13.13
6	\$14.13	\$13.98
7	\$14.36	\$14.22
8	\$14.63	\$14.45
9	\$14.63	\$14.72
10	\$14.63	\$14.72
11	\$14.63	\$14.72
12	\$14.63	\$14.72
13	\$14.63	\$14.72
14	\$15.00	\$14.72
15	\$15.00	\$15.09
16	\$15.00	\$15.09
17	\$15.00	\$15.09
18	\$15.37	\$15.09
19	\$15.37	\$15.46
20	\$15.37	\$15.46
21	\$15.37	\$15.46
22	\$15.73	\$15.46
23	\$15.73	\$15.83
24	\$15.73	\$15.83
25	\$15.73	\$15.83
26	\$16.07	\$15.83
27	\$16.07	\$16.17
		\$16.17
		\$16.53

*Grandfathered Steps

NOTE: All new employees will enter the Empower Performance Program effective August 1, 2011

Food Service Manager

2013-2014		
Serv Step	Empower Hourly Rate	2013-2014 Grandfathered Hourly Rate
0		
1	\$13.04	
2	\$13.58	
3	\$14.30	\$13.66
4	\$14.98	\$14.39
5	\$15.87	\$15.07
6	\$16.57	\$15.97
7	\$17.47	\$16.67
8	\$18.43	\$17.58
9	\$18.43	\$18.54
10	\$18.43	\$18.54
11	\$18.43	\$18.54
12	\$18.43	\$18.54
13	\$18.43	\$18.54
14	\$18.51	\$18.54
15	\$18.51	\$18.62
16	\$18.51	\$18.62
17	\$18.51	\$18.62
18	\$18.83	\$18.62
19	\$18.83	\$18.94
20	\$18.83	\$18.94
21	\$18.83	\$18.94
22	\$19.15	\$18.94
23	\$19.15	\$19.27
24	\$19.15	\$19.27
25	\$19.15	\$19.27
26	\$19.47	\$19.27
27	\$19.47	\$19.59
	\$19.47	\$19.59
		\$19.59
		\$19.91

Food Service Assistant Manager

2013-2014		
Serv Step	Empower Hourly Rate	2013-2014 Grandfathered Hourly Rate
0		
1	\$12.34	
2	\$12.85	
3	\$13.78	\$12.93
4	\$14.45	\$13.86
5	\$15.31	\$14.54
6	\$16.34	\$15.40
7	\$16.98	\$16.44
8	\$17.65	\$17.09
9	\$17.65	\$17.76
10	\$17.65	\$17.76
11	\$17.65	\$17.76
12	\$17.65	\$17.76
13	\$17.65	\$17.76
14	\$18.34	\$17.76
15	\$18.34	\$18.45
16	\$18.34	\$18.45
17	\$18.34	\$18.45
18	\$18.62	\$18.45
19	\$18.62	\$18.74
20	\$18.62	\$18.74
21	\$18.62	\$18.74
22	\$18.89	\$18.74
23	\$18.89	\$19.01
24	\$18.89	\$19.01
25	\$18.89	\$19.01
26	\$19.18	\$19.01
27	\$19.18	\$19.30
	\$19.18	\$19.30
		\$19.30
		\$19.57

Food Service Kitchen Leader

2013-2014		
Serv Step	Empower Hourly Rate	2013-2014 Grandfathered Hourly Rate
0		
1	\$12.12	
2	\$12.62	
3	\$13.25	\$12.70
4	\$13.76	\$13.33
5	\$14.18	\$13.84
6	\$14.68	\$14.27
7	\$15.06	\$14.77
8	\$15.45	\$15.15
9	\$15.45	\$15.54
10	\$15.45	\$15.54
11	\$15.45	\$15.54
12	\$15.45	\$15.54
13	\$15.45	\$15.54
14	\$15.85	\$15.54
15	\$15.85	\$15.95
16	\$15.85	\$15.95
17	\$15.85	\$15.95
18	\$16.20	\$15.95
19	\$16.20	\$16.30
20	\$16.20	\$16.30
21	\$16.20	\$16.30
22	\$16.53	\$16.30
23	\$16.53	\$16.63
24	\$16.53	\$16.63
25	\$16.53	\$16.63
26	\$16.86	\$16.63
27	\$16.86	\$16.96
	\$16.86	\$16.96
		\$16.96
		\$17.30

Food Service 4-6 Hour Cook

2013-2014		
Serv Step	Empower Hourly Rate	2013-2014 Grandfathered Hourly Rate
0		
1	\$12.12	
2	\$12.62	
3	\$13.25	\$12.70
4	\$13.76	\$13.33
5	\$14.18	\$13.84
6	\$14.68	\$14.27
7	\$15.06	\$14.77
8	\$15.45	\$15.15
9	\$15.45	\$15.54
10	\$15.45	\$15.54
11	\$15.45	\$15.54
12	\$15.45	\$15.54
13	\$15.45	\$15.54
14	\$15.85	\$15.54
15	\$15.85	\$15.95
16	\$15.85	\$15.95
17	\$15.85	\$15.95
18	\$16.20	\$15.95
19	\$16.20	\$16.30
20	\$16.20	\$16.30
21	\$16.20	\$16.30
22	\$16.53	\$16.30
23	\$16.53	\$16.63
24	\$16.53	\$16.63
25	\$16.53	\$16.63
26	\$16.86	\$16.63
27	\$16.86	\$16.96
	\$16.86	\$16.96
		\$16.96
		\$17.30

Food Service 3-3.75 Hour Cook

2013-2014		
Serv Step	Empower Hourly Rate	2013-2014 Grandfathered Hourly Rate
0		
1	\$11.89	
2	\$12.39	
3	\$12.72	\$12.46
4	\$13.04	\$12.80
5	\$13.14	\$13.12
6	\$13.26	\$13.22
7	\$13.29	\$13.34
8	\$13.32	\$13.37
9	\$13.32	\$13.40
10	\$13.32	\$13.40
11	\$13.32	\$13.40
12	\$13.32	\$13.40
13	\$13.32	\$13.40
14	\$13.36	\$13.40
15	\$13.36	\$13.44
16	\$13.36	\$13.44
17	\$13.36	\$13.44
18	\$13.77	\$13.44
19	\$13.77	\$13.85
20	\$13.77	\$13.85
21	\$13.77	\$13.85
22	\$14.17	\$13.85
23	\$14.17	\$14.26
24	\$14.17	\$14.26
25	\$14.17	\$14.26
26	\$14.57	\$14.26
27	\$14.57	\$14.66
	\$14.57	\$14.66
		\$14.66
		\$15.06

Food Service 2-2.75 Hour Cook

2013-2014		
Serv Step	Empower Hourly Rate	2013-2014 Grandfathered Hourly Rate
0		
1	\$11.62	
2	\$12.10	
3	\$12.57	\$12.17
4	\$12.64	\$12.65
5	\$12.70	\$12.72
6	\$12.75	\$12.78
7	\$12.76	\$12.83
8	\$12.78	\$12.84
9	\$12.78	\$12.86
10	\$12.78	\$12.86
11	\$12.78	\$12.86
12	\$12.78	\$12.86
13	\$12.78	\$12.86
14	\$12.81	\$12.86
15	\$12.81	\$12.89
16	\$12.81	\$12.89
17	\$12.81	\$12.89
18	\$13.42	\$12.89
19	\$13.42	\$13.50
20	\$13.42	\$13.50
21	\$13.42	\$13.50
22	\$14.02	\$13.50
23	\$14.02	\$14.11
24	\$14.02	\$14.11
25	\$14.02	\$14.11
26	\$14.57	\$14.11
27	\$14.57	\$14.66
	\$14.57	\$14.66
		\$14.66
		\$15.20

* Grandfathered Steps

NOTE: All new employees will enter the Empower Performance Program effective August 1, 2011

ARTICLE XXXVIII

FOOD SERVICE EMPLOYEES

Section 38.01

Employees will be allowed to wear their own clean and appropriate clothing (no blue denim jeans, sweat pants or leggings - white or tan slacks are preferred). Employees must wear white work shoes or white tennis shoes with skid-resistant soles, preferably with leather uppers to protect against burns. No open toe shoes or shoes with holes on upper portion will be allowed. Shoes must have a closed heel. The Board will provide employees with shirts to be worn during all work hours.

Cooks assigned a seven (7) hour position on a temporary basis by the food service supervisor or Superintendent or designee shall, after twenty (20) consecutive work days in the position, be paid on the lowest step of the position which provides a salary increase.

ARTICLE XXXIX

TRANSPORTATION EMPLOYEES

Section 39.01

- A. Educational and other special trips will be paid at the rate of .000343 of the base per hour pro-rated by quarter hours except for when the given trip's total driving time exceeds two hours. In that case, the field trip driver will be paid his/her normal rate of pay for the driving time and this field trip rate for the non-driving (down) time involved in that field trip. Drivers shall be responsible for clearly and accurately distinguishing driving from non-driving time on their field trip time sheets.
- B. Regular drivers will indicate to the supervisor of transportation whether or not they wish to be given summer field trip assignments. Such assignments will be made on a rotational basis from the list of regular drivers who have requested them. Substitute drivers will be used for these assignments only when regular drivers are not available.

Every reasonable effort will be made to utilize regularly employed bus drivers to drive van trips which occur before the start of the school year when no more than six (6) students are to be transported AND the trip does not involve an overnight stay. Substitute bus drivers are not eligible for this provision.

- C. A schedule showing field trips and drivers assigned to that trip shall be posted in the bus garage no later than Thursday of the preceding week of all field trips to be taken the following week except for short notice field trips. Regular drivers will be used on field and athletic trips on a rotational basis from those drivers who apply at the beginning of the year. For this purpose, there will be two field trip rotation lists, one for school work day trips initiated or ended within the school day and one for after day and week

end/school recess trips. The initial rotation shall begin with the most senior driver and range to the least senior driver. A driver may elect to have his/her name placed on one or both lists. Substitute drivers will be used to drive buses for field trips or athletic trips when no regular drivers are available. Employees other than regular or substitute drivers may be allowed to drive buses for field or athletic trips when no regular or substitute driver is available, if the employee holds a valid school bus driver license. Employees other than regular drivers may drive up to two vans on a field or athletic trip. A field or athletic trip requiring more than two vans must offer a regular driver the opportunity to drive the third van on that trip prior to allowing an employee other than a regular driver to drive the van.

Regular drivers must be assigned to buses scheduled for field or athletic trips prior to offering van trips. Regular drivers hired after the beginning of the school year and other drivers who elect to have their names placed on the field trip list(s) after the school year begins, shall initially be placed last on the rotation schedule. Drivers may voluntarily remove their names from field trip or athletic trip list(s) at any time, but should they elect to go back on the list(s), the above provision applies.

It shall be the responsibility of the individual driver to notify the supervisor of transportation at least twenty-four (24) hours prior to the trip if he/she cannot take the assigned trip. The supervisor of transportation shall then reassign that trip to the next driver on the field trip list. Each time a driver refuses to drive a field trip, he/she could reasonably drive, his/her name shall go to last on the rotation schedule. Refusing a trip because of overlapping a regular run will not be considered a refusal. A driver not showing up for one field trip shall receive a written warning and shall lose one turn in the rotation; a driver not showing up for a second field trip in the same year shall be removed from the field trip list(s) for the remainder of the school year.

- D. Regular bus routes shall be selected annually by active drivers (those not on leaves of absence) by seniority as defined herein. Eligibility for selection of a handicapped route shall include successful completion of the training program provided by the ESC in addition to the other qualifications contained herein. Bus routes will be assigned prior to the start of the school year provided that only those active drivers who have obtained physical examinations and valid bus driver licenses at least two weeks prior to the date of route selection shall be assigned a position on the route selection list. Selection of bus routes will be in accordance with job classification seniority.

The routes will be available for review during the week before the start of school in the fall. A list of drivers by job classification seniority will be available in the transportation supervisor's office. The supervisor will establish a schedule for the drivers to select routes. If a driver does not show, or if the driver so wishes, the supervisor will make the route selection for the driver.

Routes will be designated by the number of the bus assigned to it by the supervisor of transportation. All other route assignments shall be made by the supervisor of transportation.

Drivers returning from leaves of absences after annual routes have already been selected will be assigned to the same or comparable (same number of hours) route as their "pre-leave" route.

- E. Kindergarten routes shall be assigned by job classification seniority prior to the start of each school year. Kindergarten drivers shall be excluded from all daytime field trips that conflict with their regular run. Kindergarten substitutes having an assigned daytime field trip shall be ineligible to substitute on kindergarten routes on that day unless no other substitutes are able to drive kindergarten routes on that day.

Kindergarten routes shall be treated in the same manner as regular routes in regards to absences and leaves. When a kindergarten route is held in conjunction with a regular route and total driving time is more than four (4) hours per day, the driver shall be considered full-time.

A bus driver who also has a kindergarten route, shall have deductions from sick leave made in the following manner:

- a. .25 of a day for a missed kindergarten run
- b. .37 of a day for a missed morning or afternoon run
- c. 1.0 day for an entire day

- F. When routes, including kindergarten routes, open during the school year, a notice indicating that a permanent job opening exists, describing the job's normal work schedule, shall be posted on an appropriate bulletin board(s) for six (6) work days, and a copy of the job opening sent to the VBEA president. Vacant positions may be filled on a temporary basis. The Administration will use its best efforts to fill vacant positions with regular employees as quickly as practical.
- G. The Administration reserves the right to make changes in the routes and/or drivers as necessary during the school year to assure the most efficient and safe operation of the student transportation system. Notice will be given to the Association, with justification, prior to implementation.
- H. On days when the Vandalia-Butler schools are not in session, but special runs are necessary for MVCTC and non-public schools, drivers who are normally assigned these routes will drive. If a replacement is needed, the replacement shall be chosen on a rotational basis from those regular drivers who apply at the beginning of the year. Substitute drivers will be used only when no regular drivers are available.
- I. It shall be the duty of the supervisor of transportation to develop bus routes that are equitable as possible in terms of mileage and/or driving time. Age and condition of buses, as well as total miles driven, shall also be considered in the development of bus schedules and routes.
- J. The school Administration will plan and institute an ongoing program of safety education for student school bus behavior and conduct. Bus drivers, students, parents and teachers will be kept informed as to their responsibility in the safety education program.

- K. As a condition of employment each bus driver shall submit to a physical examination annually as prescribed by the Ohio State Department of Education and/or by Ohio state law. The Board of Education shall select and pay the physician or physicians to administer these examinations.
- L. Drivers of buses unable to continue due to mechanical failure and drivers who are required to assist in transporting students due to a mechanical breakdown of another bus shall be compensated at the driver's regular rate of pay for time beyond fifteen minutes of the driver's regular daily schedule.
- M. Notwithstanding any other provision of this Article, at any time there are less than 14 drivers on the field and athletic trip rotation list no driver shall have any right to drive any route or field trip unless that driver has worked 40 hours in the work week.
- N. The Board shall provide a list of cleaning standards for the bus fleet. Drivers routinely maintain their buses to these cleaning standards utilizing their contracted time.

At the end of the contract year, buses are to be turned in clean.

Drivers should again utilize their contractual time to complete these cleaning standards. Drivers will not be made to do this cleaning beyond the contractual workday. However, if further cleaning needs to be done the Board reserves the right to hire someone, via the hiring process, to complete the work.

ARTICLE XL

CUSTODIAL EMPLOYEES

Section 40.01

- A. Uniforms. The Board shall provide and keep clean and serviceable, at no cost to the employee, uniforms for all custodial employees to the extent that each employee has one clean and serviceable uniform available each workday.
- B. Shift Differential. Employees will be paid a shift differential of \$.15 per hour for hours worked on shifts regularly scheduled to begin at 2:30 p.m. or later.

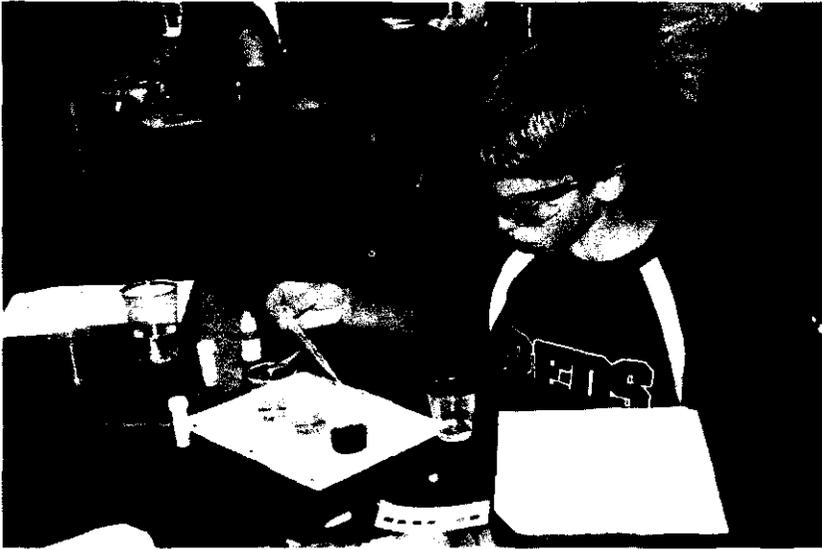
ARTICLE XLI

FINANCE TEAM

Section 41.01

This team will be comprised of no more than four members and a secretary appointed by the Superintendent and four members including one classified member appointed by the Association President. The Finance Team will develop and review ideas, concepts and tools that can be used to reduce cost or increase revenue inside the school district. The Treasurer (or designee) will chair this team and maintains the final decision responsibility.

DRAFT



Vandalia-Butler City Schools Teacher Evaluation Tool

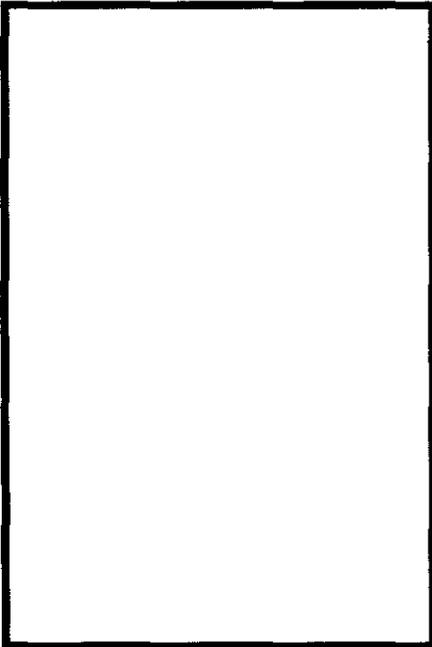




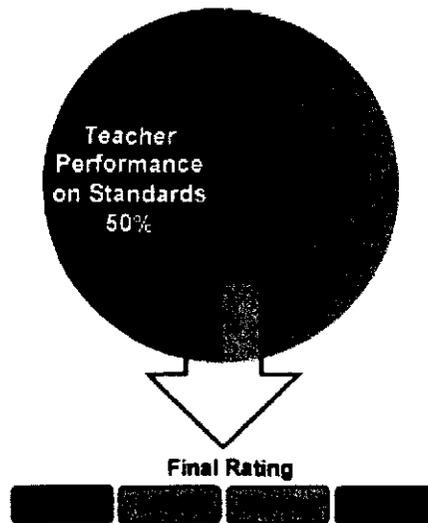
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Introduction to Teacher Evaluation

The Ohio Teacher Evaluation System (OTES) provides educators with a richer and more detailed view of their performance, with a focus on specific strengths and opportunities for improvement. This system relies on two key evaluation components, each weighted at 50 percent: a rating of teacher performance (based on classroom observations and other factors), and a rating of student academic growth.



The intended purpose of the Vandalia-Butler City Schools Teacher Evaluation Process is to assess the teacher's performance in relation to the Ohio Department of Education Teaching Standards and to design a plan for professional growth. The evaluator will conduct the evaluation process in which the teacher will actively participate through the use of self-assessment, goal-setting, presentation of artifacts, classroom demonstration(s) and reflection. The instruments are designed to promote effective leadership, quality teaching, and student learning while enhancing professional practice and leading to improved instruction. All of the instruments and processes are designed to encourage professional growth, to be flexible and fair to the persons being evaluated, and to serve as the foundation for the establishment of professional goals and identification of professional development needs. If during the evaluation process a question or disagreement arises, the appeals process is outlined in Article 5 of the Master Agreement.

The District evaluation committee continues to align the evaluation process and procedures with state law. This collaborative committee operates under the guidelines established in the Master Agreement.

Evaluation Responsibilities

Administrator:

- Know and understand the Ohio Department of Education Teaching Standards.
- Participate and provide training in the teacher evaluation process.
- Maintain teacher evaluation credentials.
- Supervise the Teacher Evaluation Process and ensure that all steps are conducted according to the approved process.
- Identify the teacher's strengths and areas for improvement and make recommendations for improving performance.
- Ensure that the contents of the Teacher Summary Evaluation Report contain accurate information and accurately reflect the teacher's performance.
- Develop and supervise implementation of Improvement Plans as appropriate.

Teacher:

- Know and understand the Ohio Department of Education Professional Teaching Standards.
- Participate in training to understand the Teacher Evaluation Process.
- Prepare for and fully participate in each component of the evaluation process.
- Gather data, artifacts and evidence to support performance in relation to standards and progress in attaining goals.
- Develop and implement strategies to improve personal performance/attain goals in areas individually or collaboratively identified.

Timeline

Self-Assessment/Growth Plan Conference	By October 15
1 st Observation	By December 15
2 nd Observation	By April 1
3 rd Observation (if applicable)	By April 15
Walkthroughs	By Summary Evaluation Conference
Summary Evaluation Conference	By May 1
Teacher Response	By May 10
Completed Final Evaluation	By May 10

Vandalia-Butler City Schools Certified Evaluation System Glossary

Analysis of Student Learning	The examination of student information, facts, and statistics that provide insight into student learning and achievement. This information should be used by the teacher to meet the needs of all students; plan instruction, use appropriate teaching strategies, and assess student learning.
Artifacts – teaching, student learning	Items from a teacher's practice that become evidence to support teacher effectiveness in meeting the <i>Ohio Standards for the Teaching Profession</i> . Artifacts may be in the form of artifacts of teaching/instruction (e.g., student work samples, tests, student projects or written reports).
Collaboration	Ongoing communication among professionals using a variety of formats (e.g., conferences, electronic mail, conference calls) to discuss, plan and implement content—course work, experiences, competencies, knowledge and skills—of the teacher and/or students.
Communication	Any communication that shows the teacher invites and encourages parent/guardian/community involvement in the students' learning. The communication can be initiated by the teacher or by the parent/guardian/community.
Content-Specific Instructional Strategies	The interaction of the subject matter and effective teaching strategies to help students learn the subject matter. It requires a thorough understanding of the content to teach it in multiple ways, drawing on the cultural backgrounds and prior knowledge and experiences of students.
Data	Factual information used as the basis for reasoning, discussion, or planning.
Differentiated Instruction	The intentional application of multiple modes of instruction in order to meet the needs of all students. To make a lesson specialized by modifying it or, to change it from a generalized form. Adapting content lessons for linguistically diverse students, for gifted students, or for special needs students are examples. Teaching strategies such as flexible grouping may be used.
Entry Year	Teachers who are in the first four years of teaching and who hold a Resident License.

Evaluation System	A system designed to assess the performance and effectiveness of teachers by trained evaluators. The evaluation process includes: orientation, analysis of student learning, formal observation, coaching, collection of artifacts and evidence indicators, students growth data, and a written summative evaluation. The system is designed to include multiple measures of teacher effectiveness and develop teachers' expertise over time.
Evaluator	The person responsible for overseeing and completing the teacher evaluation process. This is usually the school principal, but it may be someone who holds an administrative license, is credentialed by the state, and is designated by the principal to assume these responsibilities.
Evidence Indicators	Actual events, actions, statements, artifacts, materials and/or log of professional development and activities that serve as evidence of teacher performance, and student learning.
Flexible Grouping	An instructional strategy that groups children in different ways depending on the concept to be learned, the ability level, the amount of instruction, and/or reinforcement needed.
Focused Observation	Observations of practice that are brief, usually 10-15 minutes in length, and may focus on a particular component of the lesson/unit or on a specific Standard. A focused observation may be used by the evaluator to document information which provides immediate feedback to the teacher in order to improve instruction and/or monitor the progress of professional practices and district initiatives. Focused observations may target instructional practices as part of an Improvement Plan, and/or may be used to validate what is working well or areas for professional growth.
Formal Evaluation Process *Copies may be provided by electronic means.	The process of evaluating a teacher using the following essential components: Self-Assessment and Professional Growth Plan Conference – Each school year, the evaluator will provide the teacher with a copy of or directions for obtaining access to a copy of the following: a) Rubric for Evaluating Vandalia-Butler Teachers, and b) a schedule for completing all the components of the evaluation process. By October 15 th , teachers will have completed a Self-Assessment and Professional Growth Plan forms, provided a copy of each form to the evaluator, and met with his or her evaluator. Pre-Observation Conference – Before each formal observation, the evaluator shall meet with the teacher to discuss the lesson(s) to be observed. The teacher will provide the evaluator with the Pre-Observation form. The goal of this conference is to prepare the evaluator for the observation. Formal Observation – A formal observation shall last at least thirty minutes. Walkthrough – Two walkthroughs will take place as an evaluator visits classrooms. Post-Observation Conference – During the post-observation conference, the evaluator and teacher shall discuss the reinforcement and refinement of the teacher's performance during the observed lesson using Vandalia-Butler's rubric and Professional Growth Plan progress. The observation report should be given to the teacher at least one day in advance of the post-observation conference. The post observation conference should be held within ten school days of the classroom observation. Summary Evaluation Conference and Summary Rating Form – The conference between the evaluator and teacher to discuss the teacher's Self-Assessment and Professional Growth Plan forms, the components of the Vandalia-Butler Teacher Evaluation Process completed during the year, classroom observations, artifacts submitted or collected during the evaluation process, student growth measures and other evidence of the teacher's performance on the rubric. The summary rating consists of 50% teacher performance on standards and 50% student growth measures.
Formal Observation	Announced - A series of steps in preparation for the classroom observation of a teacher including: pre-conference, classroom observation, reflection, and post-conference. The observation should be conducted for a minimum of 30 minutes.
Formative Assessment	A process of measurement that is designed to give teachers feedback on their progress toward a set of skills, understanding, or knowledge. The goal of formative assessment is to enhance performance by providing clear indicators of progress and identifying what has been done successfully as well as areas for improvement.
Goal-Setting	The goal-setting process helps a teacher provide focus and direction to improving practice. Goals must be meaningful and help stretch teachers to higher levels of performance and effectiveness. Goals may serve as a plan for support, coaching, and formative assessment throughout the year. Professional goals may also serve as part of the summative evaluation of teachers.
Improvement Plan	Improvement Plans are developed for a teacher by the evaluator in response to ineffective ratings in performance and/or student growth. The Improvement Plan is intended to identify specific areas for improvement of performance and for identifying guidance and support needed to help the teacher improve. A plan of improvement may be initiated at any time during the evaluation cycle by the evaluator based on deficiencies in performance as documented by evidence collected by the evaluator.
Log of Professional Development	A record of the professional development activities participated in to serve as evidence.
Multiple Points of Student Learning Data	The analysis and use of student learning data to inform instruction.
Observational Data/Scripting	Events and information observed by an evaluator who records teacher performance and instruction as well as student learning in the classroom.
Observation Scoring Rubric	Written and shared criteria for judging performance that indicate the qualities by which levels of performance can be differentiated, and that anchor judgments about the degree of teacher effectiveness.

Ohio Standards for the Teaching Profession	The seven standards are broad categories describing teachers' knowledge, skills, or performance in the areas of: Students, Content, Assessment, Instruction, Learning Environment, Collaboration and Communication, and Professional Responsibility and Growth. The standards are designed to guide teachers as they reflect upon and improve their effectiveness throughout their careers. Standards should be used to plan and guide professional development.
Ohio Revised Code 3319.111	Refers to the Ohio Code that discusses Evaluating Teachers on Limited Contracts. More information can be found at: http://codes.ohio.gov/orc/3319.11
Performance Rating Rubric	A tool that is used to evaluate teacher performance that would inform the formative and summative evaluations.
Performance Rating Scale	The following rating scale will be used for determining the final evaluation rating for Vandalia-Butler school teachers: <i>Ineffective, Developing, Proficient, Accomplished</i> , as demonstrated in the Teacher Performance Rubric.
Professional Development	An on-going process that provides opportunities for the educator to increase skill and knowledge, meet the needs of students, and stay current on best practices in the teaching profession. The ultimate goal of this process is to increase student learning and achievement. Professional Development must align with personal, building, district, state and national goals.
Professional Growth Plan	Professional Growth Plans help teachers focus on areas of professional development that will enable them to improve their practice. Teachers are accountable for the implementation and completion of the plan and may use the plan as a starting point for the school year.
Refinement	A standard area or indicator that needs further improvement or development.
Reflection	Retrospective consideration of one's practice. Reflection requires the teacher to make an analysis of a lesson or learning activity and consider what to do next or differently as a result of this information.
Reinforcement	A standard area or indicator that is demonstrated strength.
Self-assessment	Personal reflection about one's professional practice to identify strengths and areas for improvement conducted without input from others. The self-assessment may be used to clarify performance expectations, guide personal goal-setting and identify professional development, and provide input during the evaluation process.
SMART Goals	SMART criteria include the following components: specific, measurable, attainable, relevant, and time-bound. Goals should be based on an accurate assessment of teacher performance and analysis of student learning. Goals must be meaningful and help stretch teachers to higher levels of performance and effectiveness. Goals may serve as a plan for support, coaching, and formative assessment throughout the year. Professional goals may also serve as part of the summative evaluation of teachers.
Student Growth Measure (SGM)	Student growth measures (SGMs) are a method for determining how much academic progress students are making by measuring growth between two points in time. SGMs account for 50% of the final summative rating.
Student Learning Objective (SLO)	A Student Learning Objective (SLO) is a measurable, long-term academic growth target that a teacher sets at the beginning of the year for all students or for subgroups of students. SLOs demonstrate a teacher's impact on student learning within a given interval of instruction based upon baseline data gathered at the beginning of the course.
Summative Evaluation	A process designed to collect and evaluate evidence of teacher performance and effectiveness using standard, pre-determined criteria. Summative evaluation is used by an evaluator for the purpose of making personnel decisions, recommend improvement plan/remediation, establish goals, and recommend professional development for the teacher. This evaluation normally occurs at the end of an evaluation period and follows the guidelines of the Ohio Revised code 3319.112A.
Summative Feedback	Feedback that is part of the summative evaluation that provides recommendations on goals, a summative scoring rubric effectiveness rating, noted areas of strengths, and recommended areas for improvement.
Training	Orientation and training on the teacher rubric and evaluation process required of all teachers and evaluators.
Walkthrough	An unscheduled, informal classroom observation that should last at least 10 minutes. A minimum of two walkthroughs will be conducted during the evaluation process and will be used to inform the summative evaluation.

Record of Teacher Evaluation Activities

Teacher:	School:	Grade Level/Subject:
Evaluator:	School Year:	

Teacher Background: (Briefly describe the teacher's educational background, years of experience, teaching assignment, and any other factors that may impact the evaluation.)

The Vandalia-Butler Teacher Evaluation is based, in part, on informal and formal observations and conferences conducted on the following dates:

Activity	Date	Teacher Signature	Evaluator Signature	Due Dates
Self-Assessment/ Professional Growth Plan Conference				Oct. 15
Pre-Observation Conference				
Classroom Observation #1				
Post-Observation Conference #1				Dec. 15
Pre-Observation Conference				
Classroom Observation #2				
Post-Observation Conference #2				Apr. 1
Improvement Plan Development Conference				
Improvement Plan Evaluation Conference				
Pre-Observation Conference				
Classroom Observation #3				
Post-Observation Conference #3				Apr. 15
Pre-Observation Conference				
Classroom Observation #4				
Post-Observation Conference #4				Apr. 15
Summary Evaluation Conference				May 1
Teacher Reflection Submitted/Final Evaluation Completed				May 10

Signature indicates completion, not necessarily agreement.

Teacher Performance Evaluation Rubric

Instructions: 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, observation, post-observation conference, and classroom walkthroughs. When completing the performance rubric, please note that evaluators are not expected to gather evidence on all indicators for each classroom observation cycle. Likewise, teachers should not be required to submit additional evidence to address all indicators. The professional 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.

Instructional Planning

	Ineffective	Developing	Proficient	Accomplished
<p>Focus for Learning (Standard 4: Instruction)</p> <p>Suggested Source of Evidence: Pre-Observation Post-Observation</p>	<p>The teacher does not demonstrate a clear focus for student learning. Learning objectives are too general to guide lesson planning and are inappropriate for the students.</p>	<p>The teacher communicates a focus for student learning, develops learning objectives that are appropriate for students, but do not include measurable goals.</p>	<p>The teacher can demonstrate a focus for student learning, with appropriate learning objectives that include measurable goal(s) for student learning. The teacher can explain the importance of the goal and its appropriateness for students.</p>	<p>The teacher establishes challenging and measurable goal(s) for student learning and reflects a range of students learner needs. The teacher can explain/ demonstrate how the goal(s) fit into the broader unit, course and school goals for content learning and skills.</p>
Notes:				
<p>Assessment Data (Standard 3: Assessment)</p> <p>Suggested Source of Evidence: Pre-Observation Post-Observation</p>	<p>The teacher does not plan for the assessment of student learning or does not analyze student learning data to inform lesson plans.</p> <p>The teacher does not use a 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 use measures 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>
Notes:				
<p>Prior Content Knowledge/ Sequence/ Connections (Standard 1: Students; Standard 2: Content; Standard 4: Instruction)</p> <p>Suggested Source of Evidence: Pre-Observation Post-Observation</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 it 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 uses the input and contributions of families, colleagues and/or other professionals in understanding each learner's prior knowledge and supporting their development. The teacher makes meaningful and relevant connections between lesson content and such things as other disciplines and real-world</p>

				<p>experiences and 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 district curriculum and/or 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>
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Notes:

<p>Knowledge of Students (Standard 1: Students)</p> <p>Suggested Source of Evidence: Pre-Observation Post-Observation</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 experience 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>
	<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 the individual students and groups of students.</p>

Notes:

Instruction and Assessment

	Ineffective	Developing	Proficient	Accomplished
<p>Lesson Delivery (Standard 2: Content; Standard 4: Instruction; Standard 6: Collaboration and Communication)</p> <p>Suggested Source of Evidence: Formal Observation</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,</p>	<p>Teacher explanation 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</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>Teacher explanations are clear, coherent, and precise. The teacher uses well-timed, individualized, developmentally appropriate strategies and language designed to actively encourage independent,</p>

	<p>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.</p>	<p>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 alternate explanation. The teacher attempts to employ purposeful questioning techniques, but may confuse students with the phrasing or timing of questions.</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.</p>	<p>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.</p>
Notes:				
<p>Differentiation (Standard 1: Students; Standard 4: Instruction)</p> <p>Suggested Source of Evidence: Pre-Observation Formal Observation Post-Observation</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>
Notes:				
<p>Resources (Standard 2: Content; Standard 4: Instruction)</p> <p>Suggested Source of Evidence: Pre-Observation Formal Observation Post-Observation</p>	<p>Instructional materials and resources used for instruction are not relevant to the lesson or are inappropriate for students.</p>	<p>The teacher uses appropriate instructional materials to support learning goals, but may not meet individual students' learning styles/needs or actively engage them in learning.</p>	<p>Instructional materials and resources are aligned to the instructional purposes and are appropriate for students' learning styles and needs, actively engaging students.</p>	<p>Instructional materials and resources are aligned to instructional purposes, are varied and appropriate to ability levels of students, and actively engage them in ownership of their learning.</p>
Notes:				
<p>Classroom Environment (Standard 1: Students; Standard 5: Learning Environment; Standard 6: Collaboration and Communication)</p> <p>Suggested Source of Evidence: Pre-Observation Formal Observation Post-Observation</p>	<p>There is little or no evidence of a positive rapport between the teacher and students.</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 quickly so students are frequently disengaged.</p> <p>The teacher creates a</p>	<p>The teacher is fair in the treatment of students and establishes a basic rapport with them.</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</p>	<p>The teacher has positive rapport with students and demonstrates respect for and interest in all 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-</p>	<p>The teacher has positive rapport with students and demonstrates respect for and interest in individual students' experiences, thoughts and opinions.</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 and development.</p>

	<p>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>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 consistently monitors behavior.</p>	<p>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. Management of student behavior is consistent, appropriate, and effective.</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 effective strategies to lessen disruptive behaviors and reinforce positive behaviors.</p>
Notes:				
<p>Assessment of Student Learning (Standard 3: Assessment)</p> <p>Suggested Source of Evidence: Pre-Observation Formal Observation Post-Observation</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 the response to student misunderstanding.</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 accordingly, but these adjustments may cause some additional misunderstanding.</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 maintain 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>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 maintain 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</p>

				strategies and behaviors in relation to student success.
Notes:				
Professionalism				
	Ineffective	Developing	Proficient	Accomplished
Professional Responsibilities (Standard 6: Collaboration and Communication; Standard 7: Professional Responsibility and Growth) Suggested Source of Evidence: Professional Development Plan Improvement Plan Pre-Observation Formal Observation Post-Observation Daily interaction with others	<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 of achieve the intended outcome.</p> <p>The teacher understands and follows district policies and state and federal regulations.</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 makes 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 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 district 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>
Notes:				

Self-Assessment Tool

Teacher:	School:	Grade Level/Subject:
Evaluator:	School Year:	Self-Assessment Date:

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

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

Teacher Notes:

Professional Growth Plan

Teacher:	School:	Grade Level/Subject:
Evaluator:	School Year:	Growth Plan Conference Date:

- I elect to use my Student Learning Objectives (SLOs) as my Professional Growth Plan. (See approved SLOs).
 I elect to use the form below to create my Professional Growth Plan aimed at my Value Added growth measure.
 I elect to use the form below to create my Professional Growth Plan.
 I will use an Improvement Plan for this evaluation cycle. (See Improvement Plan).

Teachers who do not meet the 50% instructional time requirement for Student Growth Measures must use this form.

Instructions: Please use the space below to provide a brief rationale for this Professional Growth Plan making sure to reference any relevant data that help demonstrate the importance of this goal to professional growth or improvement.

Goal 1 Rationale:

Standard Component	S.M.A.R.T Goal	Strategies	Indicator of Success

Goal 2 Rationale:

Standard Component	S.M.A.R.T Goal	Strategies	Indicator of Success

Teacher Signature

Date

Evaluator Signature

Date

Pre-Observation Report (1)

Teacher:	School:	Grade Level/Subject:
Evaluator:	School Year:	Observation Date:
1. What are your goals for the lesson? How do they connect to prior and future learning? How do you communicate learning goals to the students? (Focus for Learning)		
2. What assessments/data did you use to inform the planning and delivery of the lesson? (Assessment Data)		
3. How did you make connections to prior knowledge and sequencing? (Prior Content Knowledge)		
4. Briefly describe the students in this class, including those with special needs. How does this inform your planning? (Knowledge of Students)		
5. How do you plan to support the learning needs of all students? (Differentiation)		
6. What materials will you use to actively engage students to make the lesson accessible and challenging? (Resources)		
7. How do you plan to assess student achievement of the goals? How do you plan to use the results of the assessment? (Assessment of Student Learning)		
8. What communication strategies do you employ with students and families? How do you work with colleagues to examine practices to improve personal and team practices? (Professional Responsibilities)		

9. Is there any additional information that you would like to share prior to the observation?

Teacher's Signature: _____ Date: _____

Administrator's Signature: _____ Date: _____

Classroom Observation Report (I)

Teacher:	School:	Grade Level/Subject:
Evaluator:	School Year:	Observation Date:

Instructions: Please score the teacher's performance at the standard level using the space provided to provide the teacher with relevant evidence and any comments based on the evidence.

Ineffective = I	Developing = D	Proficient = P	Accomplished = A
Instructional Planning Score:	Evidence	Comments	
<p>Focus for Learning (Standard 4: Instruction)</p> <p>Suggested Source of Evidence: Pre-Observation Post-Observation</p>			
<p>Assessment Data (Standard 3: Assessment)</p> <p>Suggested Source of Evidence: Pre-Observation Post-Observation</p>			
<p>Prior Content Knowledge/ Sequence/Connections (Standard 1: Students; Standard 2: Content; Standard 4: Instruction)</p> <p>Suggested Source of Evidence: Pre-Observation Post-Observation</p>			
<p>Knowledge of Students (Standard 1: Students)</p> <p>Suggested Source of Evidence: Pre-Observation Post-Observation</p>			
Instruction and Assessment Score:	Evidence	Comments	
<p>Lesson Delivery (Standard 2: Content; Standard 4: Instruction; Standard 6: Collaboration and Communication)</p> <p>Suggested Source of Evidence: Formal Observation</p>			
<p>Differentiation (Standard 1: Students; Standard 4: Instruction)</p> <p>Suggested Source of Evidence: Pre-Observation Formal Observation Post-Observation</p>			
<p>Resources (Standard 2: Content; Standard 4: Instruction)</p> <p>Suggested Source of Evidence: Pre-Observation Formal Observation Post-Observation</p>			

Teachers Reflection/Comments-Classroom Observation (1)

Teacher:	School:	Grade Level/Subject:
Evaluator:	School Year:	Observation Date:

Instruction: Please comment/reflect on the classroom observation and evaluator's report.

Instruction: Please comment/reflect on progress toward Growth Plan Goals.

Teacher Signature

Date

Evaluator Signature

Date

Classroom Observation Report (2)

Teacher:	School:	Grade Level/Subject:
Evaluator:	School Year:	Observation Date:

Instructions: Please score the teacher's performance at the standard level using the space provided to provide the teacher with relevant evidence and any comments based on the evidence.

Ineffective = I	Developing = D	Proficient = P	Accomplished = A
Instructional Planning Score:	Evidence	Comments	
<p>Focus for Learning (Standard 4: Instruction)</p> <p>Suggested Source of Evidence: Pre-Observation Post-Observation</p>			
<p>Assessment Data (Standard 3: Assessment)</p> <p>Suggested Source of Evidence: Pre-Observation Post-Observation</p>			
<p>Prior Content Knowledge/ Sequence/Connections (Standard 1: Students; Standard 2: Content; Standard 4: Instruction)</p> <p>Suggested Source of Evidence: Pre-Observation Post-Observation</p>			
<p>Knowledge of Students (Standard 1: Students)</p> <p>Suggested Source of Evidence: Pre-Observation Post-Observation</p>			
Instruction and Assessment Score:	Evidence	Comments	
<p>Lesson Delivery (Standard 2: Content; Standard 4: Instruction; Standard 6: Collaboration and Communication)</p> <p>Suggested Source of Evidence: Formal Observation</p>			
<p>Differentiation (Standard 1: Students; Standard 4: Instruction)</p> <p>Suggested Source of Evidence: Pre-Observation Formal Observation Post-Observation</p>			
<p>Resources (Standard 2: Content; Standard 4: Instruction)</p> <p>Suggested Source of Evidence: Pre-Observation Formal Observation Post-Observation</p>			

Teachers Reflection/Comments-Classroom Observation (2)

Teacher:	School:	Grade Level/Subject:
Evaluator:	School Year:	Observation Date:
Instruction: Please comment/reflect on the classroom observation and evaluator's report.		
Instruction: Please comment/reflect on progress toward Growth Plan Goals.		

Teacher Signature

Date

Evaluator Signature

Date

Classroom Observation Report (3)

Teacher:	School:	Grade Level/Subject:
Evaluator:	School Year:	Observation Date:

Instructions: Please score the teacher's performance at the standard level using the space provided to provide the teacher with relevant evidence and any comments based on the evidence.

Ineffective = I	Developing = D	Proficient = P	Accomplished = A
Instructional Planning Score:	Evidence	Comments	
<p>Focus for Learning (Standard 4: Instruction)</p> <p>Suggested Source of Evidence: Pre-Observation Post-Observation</p>			
<p>Assessment Data (Standard 3: Assessment)</p> <p>Suggested Source of Evidence: Pre-Observation Post-Observation</p>			
<p>Prior Content Knowledge/ Sequence/Connections (Standard 1: Students; Standard 2: Content; Standard 4: Instruction)</p> <p>Suggested Source of Evidence: Pre-Observation Post-Observation</p>			
<p>Knowledge of Students (Standard 1: Students)</p> <p>Suggested Source of Evidence: Pre-Observation Post-Observation</p>			
Instruction and Assessment Score:	Evidence	Comments	
<p>Lesson Delivery (Standard 2: Content; Standard 4: Instruction; Standard 6: Collaboration and Communication)</p> <p>Suggested Source of Evidence: Formal Observation</p>			
<p>Differentiation (Standard 1: Students; Standard 4: Instruction)</p> <p>Suggested Source of Evidence: Pre-Observation Formal Observation Post-Observation</p>			
<p>Resources (Standard 2: Content; Standard 4: Instruction)</p> <p>Suggested Source of Evidence: Pre-Observation Formal Observation Post-Observation</p>			

Classroom Observation Report (3-continued)

Ineffective = I

Developing = D

Proficient = P

Accomplished = A

<p>Classroom Environment (Standard 1: Students; Standard 5: Learning Environment; Standard 6: Collaboration and Communication)</p> <p>Suggested Source of Evidence: Pre-Observation Formal Observation Post-Observation</p>		
<p>Assessment of Student Learning (Standard 3: Assessment)</p> <p>Suggested Source of Evidence: Pre-Observation Formal Observation Post-Observation</p>		
<p>Professionalism Score:</p>		<p align="center">Evidence</p>
<p>Professional Responsibilities (Standard 6: Collaboration and Communication; Standard 7: Professional Responsibility and Growth)</p> <p>Suggested Source of Evidence: Professional Development Plan Improvement Plan Pre-Observation Formal Observation Post-Observation Daily interaction with others</p>		<p align="center">Comments</p>

Evaluator Comments

Refinement (-):

Reinforcement (+):

Teacher Signature

Date

Evaluator Signature

Date

Teachers Reflection/Comments-Classroom Observation (3)

Teacher:	School:	Grade Level/Subject:
Evaluator:	School Year:	Observation Date:

Instruction: Please comment/reflect on the classroom observation and evaluator's report.

Instruction: Please comment/reflect on progress toward Growth Plan Goals.

Teacher Signature

Date

Evaluator Signature

Date

Student Growth:

Below Expected Above

Teacher Performance

		4	3	2	1
Student Growth	Expected				

{Highlight or signify to appropriate category. Remove colors.}

Final Teacher Rating:

Accomplished Proficient Developing Ineffective

Teacher Signature

Date

Evaluator Signature

Date

Teacher Reflection/Comments-Summative Report

Teacher's Name:	School:	Grade Level/Subject:
Evaluator's Name:	School Year:	Summative Conference Date:
Instructions: Use the space below to comment on the evaluation process and outcomes.		

Teacher Signature

Date

Evaluator Signature

Date

Walkthrough Observation Report

Teacher's Name:	School:	Grade Level/Subject:
Evaluator's Name:	School Year:	Observation Date:

Instructions: This form serves as a record of an informal walkthrough by the 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

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

Evaluator Summary Comments

Commendations and Recommendations

Teacher Signature

Date

Evaluator Signature

Date

Walkthrough Observation Report

Teacher's Name:	School:	Grade Level/Subject:
Evaluator's Name:	School Year:	Observation Date:

Instructions: This form serves as a record of an informal walkthrough by the 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.

Time	Observations

Evaluator Summary Comments

Teacher Signature

Date

Evaluator Signature

Date

Improvement Plan

Teacher's Name:	School:	Grade Level/Subject:
Evaluator's Name:	School Year:	Improvement Plan Conference Date:

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

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

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

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

Beginning Date	Ending Date	Level of Performance Specifically describe successful improvement target(s)

Section 3: Specific Plan of Action (Describe in detail specific plans of actions that must be taken by the teacher to improve his/her performance. Indicate the sources of evidence that will be used to document the completion of the improvement plan.)

Actions to be Taken	Sources of Evidence that will be Examined

Section 4: Assistance and Professional Development (Describe in detail specific supports that will be provided as well as opportunities for professional development.)

Date for Improvement Plan to be evaluated: _____

Teacher Signature

Date

Evaluator Signature

Date

Improvement Plan: Evaluation of Plan

Teacher's Name:	School:	Grade Level/Subject:
Evaluator's Name:	School Year:	Improvement Plan Evaluation Date:

Instructions: At the conclusion of the Improvement Plan, a reassessment of the educator's performance shall be completed in accordance with the written plan. Upon reassessment of the educator's performance, if improvement has been documented at an acceptable level of performance, the regular evaluation cycle will resume. If the teacher's performance continues to remain at an ineffective level, the supervising administrator may reinstate the improvement plan with additional recommendations for improvement or take the necessary steps to recommend non-renewal.

Outcomes from the Improvement Plan demonstrate the following action being taken:

- Improvement is demonstrated and performance standards are met.

- The Improvement Plan should continue for time specified _____.

- Non-Renewal is recommended.

Comments (provide justification for recommendation indicated above and attach evidence to support recommended course of action):

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

Teacher Signature _____
Date

Evaluator Signature _____
Date

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



APPENDIX B

VANDALIA- BUTLER

CITY SCHOOLS

Classified Evaluation Tool



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- ◆ **Classified Evaluation-Section 1- Mid Year- Self Evaluation**
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- ◆ **Classified Evaluation-Section 2 Continued - Final Written Narrative**
- ◆ **Performance Factors Descriptions**
- ◆ **Performance Rating Definitions**
- ◆ **Glossary of Terms**
- ◆ **Record of Written Performance Improvement Plan**
- ◆ **EMPOWER Plan**

District Mission

Vandalia-Butler City Schools will develop students' knowledge, creativity, and skills to serve their families, communities, and workplace.

District Vision

To inspire our students to be passionate about learning, serve their community, and acquire skills to be successful in an ever-changing world.

Classified Evaluation Team Members

Rebecca Bush, Chad Hill, Cindy Himsworth, Bob Neubauer, Rob O'Leary, Bill Romano, Cheryl Smith, and Cindy Snyder

The Vandalia-Butler Classified Evaluation is based, in part, on informal observations, self reflections, and conferences conducted throughout the year. This tool was developed by a collaborative team and was designed to promote professional growth throughout an employee's career. It is the belief of this team that all Vandalia-Butler City Schools classified staff members play an important role in achieving our district mission and vision.





Classified Evaluation Informational Page

Employee Name: _____ ID#: _____
Building/Department: _____ School Year: _____
Position/Assignment: _____
Evaluator of Record: _____ Title: _____
Years of service in current position: _____

Timelines and Dates for All Classified Staff

Mid Year Self Reflection	To be turned in at Mid Year Meeting
Mid Year Evaluation	November 30
Final Self Reflection	To be turned in to Evaluator two weeks prior to Final Evaluation Meeting
Final Evaluation Including Meeting	March 25
Final Comments and Sign Off	March 30

EMPOWER Dates and Timelines- The following dates and timelines are for those staff who are choosing to enter the EMPOWER model. These dates and timelines are in addition to your evaluation timelines listed above.

Opt into EMPOWER	September 5
Goals Set	October 1
EMPOWER Mid Year	February 1

(Important Note: Dates that fall on a weekend or non school day will be extended to the next business day.)





Classified Evaluation-Section 1- Mid Year- Self Evaluation

Section 1- This section is an opportunity for the employee to evaluate their own work. The employee must rate themselves using the evaluation tool below. Employees must provide comments for every performance rating other than "meeting expectation". This self-evaluation must be turned into your evaluating administrator at your mid year conference.

A. Standard of Conduct:

- Unsatisfactory** **Approaching Expectations** **Meeting Expectations** **Exceeding Expectations**

Comments:

[Click here to enter text.](#)

B. Dependability:

- Unsatisfactory** **Approaching Expectations** **Meeting Expectations** **Exceeding Expectations**

Comments:

[Click here to enter text.](#)

C. Productivity:

- Unsatisfactory** **Approaching Expectations** **Meeting Expectations** **Exceeding Expectations**

Comments:

[Click here to enter text.](#)

D. Interpersonal Skills:

- Unsatisfactory** **Approaching Expectations** **Meeting Expectations** **Exceeding Expectations**

Comments:

[Click here to enter text.](#)





E. Decision Making and Problem Solving:

- Unsatisfactory** **Approaching Expectations** **Meeting Expectations** **Exceeding Expectations**

Comments:
[Click here to enter text.](#)

F. Customer Service:

- Unsatisfactory** **Approaching Expectations** **Meeting Expectations** **Exceeding Expectations**

Comments:
[Click here to enter text.](#)

G. Adaptability and Flexibility:

- Unsatisfactory** **Approaching Expectations** **Meeting Expectations** **Exceeding Expectations**

Comments:
[Click here to enter text.](#)

Job Specific Comments:

[Click here to enter text.](#)

Mid Year Self Evaluation- Must be completed and submitted to evaluator at mid year conference

Employee Signature and Date

Administrator Signature and Date

Classified Evaluation-Section 1- Administrative Mid Year Evaluation





Section 1- This section is a formal evaluation of general performance factors and job specific performance factors to be completed by administrator or supervisor. Evaluators must provide comments for every performance rating other than meeting expectation. A written improvement plan with recommendations for improvement must be established for any mark of "Unsatisfactory". A copy of the plan must be attached to the evaluation tool. This evaluation must be completed by November 30th of each year.

A. Standard of Conduct:

- Unsatisfactory** **Approaching Expectations** **Meeting Expectations** **Exceeding Expectations**

Comments:
[Click here to enter text.](#)

B. Dependability:

- Unsatisfactory** **Approaching Expectations** **Meeting Expectations** **Exceeding Expectations**

Comments:
[Click here to enter text.](#)

C. Productivity:

- Unsatisfactory** **Approaching Expectations** **Meeting Expectations** **Exceeding Expectations**

Comments:
[Click here to enter text.](#)

D. Interpersonal Skills:

- Unsatisfactory** **Approaching Expectations** **Meeting Expectations** **Exceeding Expectations**

Comments:
[Click here to enter text.](#)

E. Decision Making and Problem Solving:





- Unsatisfactory
- Approaching Expectations
- Meeting Expectations
- Exceeding Expectations

Comments:
[Click here to enter text.](#)

F. Customer Service:

- Unsatisfactory
- Approaching Expectations
- Meeting Expectations
- Exceeding Expectations

Comments:
[Click here to enter text.](#)

G. Adaptability and Flexibility:

- Unsatisfactory
- Approaching Expectations
- Meeting Expectations
- Exceeding Expectations

Comments:
[Click here to enter text.](#)

Job Specific Comments:

[Click here to enter text.](#)

Mid Year Administrator Evaluation- Must be completed by November 30th (Including Conference)

 Employee Signature and Date

 Administrator Signature and Date

Signature by classified staff member does not indicate agreement with the evaluation but that they were shown the evaluation.





Classified Evaluation-Section 2- Final- Self Reflection

Section 2- This section is a self-reflection tool to be completed by the staff member. All classified employees will be expected to evaluate themselves by answering at least one of the listed self-reflection questions about their own performance.

- What are your areas of strengths and areas needing improvement?
- What do you consider to be your major on the job accomplishments since your last review?
- Explain any changes you have made to improve your effectiveness.
- What are you most proud of about your performance?

Staff Name: _____

Date of Reflection: _____

Building/Department/Position: _____

Evaluator: _____ Title: _____

[Click here to enter text.](#)

Final Self Reflection- Must be completed and submitted to evaluator by March 1st

Employee Signature and Date

Administrator Signature and Date





Classified Evaluation-Section 2- Administrative Final Evaluation

Section 2- This section is a formal evaluation of general performance factors and job specific performance factors to be completed by administrator or supervisor. Evaluators must provide comments for every performance rating other than meeting expectation. A written improvement plan with recommendations for improvement must be established for any mark of "Unsatisfactory".

A. Standard of Conduct:

- Unsatisfactory** **Approaching Expectations** **Meeting Expectations** **Exceeding Expectations**

Comments:

[Click here to enter text.](#)

B. Dependability:

- Unsatisfactory** **Approaching Expectations** **Meeting Expectations** **Exceeding Expectations**

Comments:

[Click here to enter text.](#)

C. Productivity:

- Unsatisfactory** **Approaching Expectations** **Meeting Expectations** **Exceeding Expectations**

Comments:

[Click here to enter text.](#)

D. Interpersonal Skills:

- Unsatisfactory** **Approaching Expectations** **Meeting Expectations** **Exceeding Expectations**

Comments:

[Click here to enter text.](#)





E. Decision Making and Problem Solving:

- Unsatisfactory
- Approaching Expectations
- Meeting Expectations
- Exceeding Expectations

Comments:
[Click here to enter text.](#)

F. Customer Service:

- Unsatisfactory
- Approaching Expectations
- Meeting Expectations
- Exceeding Expectations

Comments:
[Click here to enter text.](#)

G. Adaptability and Flexibility:

- Unsatisfactory
- Approaching Expectations
- Meeting Expectations
- Exceeding Expectations

Comments:
[Click here to enter text.](#)

Job Specific Comments:

[Click here to enter text.](#)

Final Administrator Evaluation- Meeting, and sign off by must be completed by March 25 (Including Conference)

Employee Signature and Date

Administrator Signature and Date

Signature by classified staff member does not indicate agreement with the evaluation but that they were shown the evaluation.

Classified Evaluation-Section 2 Continued - Final Written Narrative / Administrator





Employee Name _____ Evaluator: _____

H. Summary Comments – Administrator

Click here to enter text.





Classified Evaluation-Section 2 Continued - Final Written Narrative / Employee

H. Summary Comments – Employee

[Click here to enter text.](#)

Final Employee Evaluation Comments- Must be completed and returned to administration by March 30

Employee Signature and Date

Administrator Signature and Date

Signature by classified staff member does not indicate agreement with the evaluation but that they were shown the evaluation.



Performance Factors Descriptions

The following examples depict what the “*Meeting Expectations*” looks like for each performance factor.

Standard of Conduct – The employee demonstrates sound judgment, accepts responsibility, and holds themselves accountable for meeting the highest standards of service as well as established performance standards and developmental objectives. The employee ensures a safe work environment by adopting a proactive, cooperative attitude toward health and safety. The employee understands and adheres to State and Federal laws and rules as well as complying with district/building/department policies and procedures.

Dependability- The employee completes assigned work in a timely manner without close supervision, keeps commitments and is accountable. The employee also meets district attendance requirements.

Productivity- The employee manages and completes workload expectations by setting and following priorities, using time effectively and achieves work goals. The employee demonstrates accuracy neatness and orderliness in completing duties. The employee supports and participates in continuous improvement in work processes, services, or products.

Interpersonal Skills- The employee establishes and maintains effective work relationships. The employee demonstrates sensitivity to others and uses good communication and listening skills. The employee acts fairly, collaboratively, and honestly in personal and group interactions to help create a non-discriminatory, harassment free, and respectful workplace.

Decision Making and Problem Solving- The employee uses their knowledge and skill set to identify appropriate alternative approaches to resolve a problem or issue while staying balanced under pressure.

Customer Service- The employee works with all stakeholders to achieve desired results and maintain positive stakeholder relationships and professional image. The employee is expected to be polite and efficient in working with Stakeholders.

Adaptability and Flexibility- The employee adapts to change and is open to different/new ways of completing tasks and assignments. The employee demonstrates willingness to learn and apply new skills or methods in completing work assignments, projects or assigned tasks.



Performance Rating Definitions

The following defines each of the four performance rating scales.

Unsatisfactory- Performance is inconsistent and unacceptable. Employee failed to meet expectations and is not making adequate progress. Performance improvement plan is needed.

Approaching Expectation- The employee inconsistently meets job expectations. The employee may sometimes require more supervision, and work may require more revision or adjustment to meet expectations. Assignments are completed but occasionally require assistance from supervisor or peers. OR The employee is developing new skills and gaining new knowledge, leading toward performing all expectations and objective of the job. The employee may be new to the position, in a new building assignment, or new job duties and may not have completed a full work cycle; the employee is still learning the duty/skill. The employee may need time to develop skills to be more proficient in the current position. The employee is cooperative and treats customers, co-workers, and supervisors with respect and courtesy.

Meets Expectations- The employee is effective, accomplished and demonstrates consistently proficient and solid performance in managing work expectations. The employee models a high work ethic and does not need direct supervision.

Exceeds Expectations- This employee performs at a level that results in significant accomplishments; has a strong sense of mission and seeks out responsibility; is a master of the skills and abilities required for the job; is highly knowledgeable; is sought by others for leadership, counsel, information, and/or direction.

Job Specific Comments are written in a narrative and will not include an overall performance rating.





Glossary of Terms

- **Customer Service**- The contact between a stakeholder and you, that causes a negative or positive perception by the customer.
- **Job Specific**- As defined on job description and other duties as assigned.
- **Performance Rating**- An assessment for assigning how well an employee did at a specific task or objective.
- **Self Reflection**- The process of examining and rating your own performance on the expectations of your job.
- **Stakeholder**- A person, group, or organization that has a direct or indirect stake in the education of all of our students. (Examples- students, parents, employees, community members)





Record of Written Performance Improvement Plan

Employee Name: _____ ID#: _____
Building/Department: _____ School Year: _____
Position/Assignment: _____
Evaluator of Record: _____ Title: _____
Years of service in current position: _____

Failure to comply with written performance improvement plan may lead to disciplinary action or termination.

Concern/Issue/Incident: Describe performance concern or issue (be specific, include dates, examples and link to performance factor rating): **(To Be Completed by Administrator)**

Click here to enter text.

Written Performance Improvement Plan: Describe solution, action plan, milestones, and completion date. **(To Be Completed by Administrator)**

Click here to enter text.

Follow Up Meeting Date: Click here to enter a date.

Employee Signature and Date

Administrator Signature and Date





Classified Evaluation Credits

Boise State University

1910 University Drive
Boise, Idaho 83725-1265

COUNSELOR EVALUATION PROCESS

APPENDIX C



**VANDALIA-
BUTLER**

CITY SCHOOLS



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Counselor Feedback Form

School Counselor Scoring Rubric

Level 1: Counselors

Counselor's Name: _____

School: _____

Grade Level: _____ Subject: _____

Evaluator's Name: _____

School Year: _____

DEADLINES

First Observation – Formative	by December 15
Second Observation – Formative	by April 1
Final Written Assessment – Summative	by May 1
Final Written Assessment Response by Teacher	by May 10

Pre-Assessment Conference Form

Counselor's Name: _____ Date: _____

School Year: _____ School: _____

1. Briefly describe the students and teachers with whom you work.

Click here to enter text.

2. What are your primary goals when working with these students? What do you wish to achieve?

Click here to enter text.

3. How do you plan to accomplish these goals? What will you do? What will the student(s) do? (Provide a timeline, if appropriate.)

Click here to enter text.

4. List any materials or resources you may use or need.

Click here to enter text.

5. How will you know if you were successful?

Click here to enter text.

Counselor's Signature: _____ Date: _____

Administrator's Signature: _____ Date: _____

Post-Assessment Conference Form

Counselor's Name: _____

Date: _____

School Year: _____

School: _____

1. In your judgment, what intervention/resources were effective? Explain.

Click here to enter text.

2. In your judgment, what interventions/resources were ineffective? Explain.

Click here to enter text.

3. Have you communicated with parents or colleagues of the students? If so, how and for what reasons?

Click here to enter text.

4. Using the scoring rubric, identify area(s) that you believe are your strengths and weaknesses?

Click here to enter text.

5. Are there any professional development activities you are currently involved with that you would like me to know about?

Click here to enter text.

Counselor's Signature: _____ Date: _____

Administrator's Signature: _____ Date: _____

Enhancing Professional Practice: Counselor Report – Part 1

Counselor's Name: _____ Grade Level: _____

Administrator's Name: _____ School Year: _____

Observation #: _____ Subject: _____ School: _____

Please rate the counselor's performance on any of the twenty-two criteria for which you feel you have appropriate data. Refrain from scoring criteria for which you do not have data. Please use the following rating scale:

Rating Scale:

U = Unsatisfactory	D = Developing	P = Proficient	A = Accomplished	N/O – Not Observed
--------------------	----------------	----------------	------------------	--------------------

Domain 1: Planning and Preparation

1-a	Demonstrating knowledge of counseling theory and techniques.	U ☐	D ☐	P ☐	A ☐	N/O ☐
1-b	Demonstrating knowledge of child and adolescent development.	U ☐	D ☐	P ☐	A ☐	N/O ☐
1-c	Establishing goals for the counseling program appropriate to the setting and the students served	U ☐	D ☐	P ☐	A ☐	N/O ☐
1-d	Demonstrating knowledge of state and federal regulations and of resources both within and beyond the school and district	U ☐	D ☐	P ☐	A ☐	N/O ☐
1-e	Planning the counseling program, integrated with the regular school program	U ☐	D ☐	P ☐	A ☐	N/O ☐
1-f	Developing a plan to evaluate the counseling program	U ☐	D ☐	P ☐	A ☐	N/O ☐

Domain 2: The Classroom Environment

2-a	Creating an environment of respect and rapport	U ☐	D ☐	P ☐	A ☐	N/O ☐
2-b	Establishing a culture for productive communication	U ☐	D ☐	P ☐	A ☐	N/O ☐
2-c	Managing routines and procedures	U ☐	D ☐	P ☐	A ☐	N/O ☐
2-d	Establishing standards of conduct and contributing to the culture for student behavior throughout the school	U ☐	D ☐	P ☐	A ☐	N/O ☐
2-e	Organizing physical space	U ☐	D ☐	P ☐	A ☐	N/O ☐

Domain 3: Instruction

3-a	Assessing student needs	U ☺	D ☺	P ☺	A ☺	N/O ☺
3-b	Assisting students and teacher in the formulation of academic, personal/social, and career plans, based on knowledge of student needs	U ☺	D ☺	P ☺	A ☺	N/O ☺
3-c	Using counseling techniques in individual and classroom programs	U ☺	D ☺	P ☺	A ☺	N/O ☺
3-d	Brokering resources to meet needs	U ☺	D ☺	P ☺	A ☺	N/O ☺
3-e	Demonstrating flexibility and responsiveness	U ☺	D ☺	P ☺	A ☺	N/O ☺

Rating Scale:

U = Unsatisfactory	D = Developing	P = Proficient	A = Accomplished	N/O – Not Observed
--------------------	----------------	----------------	------------------	--------------------

Domain 4: Professional Responsibilities

4-a	Reflecting on practice	U ☺	D ☺	P ☺	A ☺	N/O ☺
4-b	Maintaining records and submitting them in a timely fashion	U ☺	D ☺	P ☺	A ☺	N/O ☺
4-c	Communicating with families	U ☺	D ☺	P ☺	A ☺	N/O ☺
4-d	Participating in a professional community	U ☺	D ☺	P ☺	A ☺	N/O ☺
4-e	Engaging in professional development	U ☺	D ☺	P ☺	A ☺	N/O ☺
4-f	Showing professionalism	U ☺	D ☺	P ☺	A ☺	N/O ☺

Enhancing Professional Practice: Counselor Report – Part 2

Counselor's Name: _____

Administrator's Name: _____

Summary Statement of Administrator Click here to enter text.	Summary Statement of Counselor Click here to enter text.
Administrator's Recommendation(s) Click here to enter text.	

Counselor's Signature: _____ Date: _____

Administrator's Signature: _____ Date: _____

(Signature indicates completion of the observation, not necessarily consensus.)

Enhancing Professional Practice: Final Counselor Report – Part 1

Counselor's Name: _____ Grade Level: _____

Administrator's Name: _____ School Year: _____

Observation #: _____ Subject: _____ School: _____

Please rate the counselor's performance on any of the twenty-two criteria for which you feel you have appropriate data. Refrain from scoring criteria for which you do not have data. Please use the following rating scale:

Rating Scale:

U = Unsatisfactory	D = Developing	P = Proficient	A = Accomplished	N/O – Not Observed
--------------------	----------------	----------------	------------------	--------------------

Domain 1: Planning and Preparation

1-a	Demonstrating knowledge of counseling theory and techniques.	U ☐	D ☐	P ☐	A ☐	N/O ☐
1-b	Demonstrating knowledge of child and adolescent development.	U ☐	D ☐	P ☐	A ☐	N/O ☐
1-c	Establishing goals for the counseling program appropriate to the setting and the students served	U ☐	D ☐	P ☐	A ☐	N/O ☐
1-d	Demonstrating knowledge of state and federal regulations and of resources both within and beyond the school and district	U ☐	D ☐	P ☐	A ☐	N/O ☐
1-e	Planning the counseling program, integrated with the regular school program	U ☐	D ☐	P ☐	A ☐	N/O ☐
1-f	Developing a plan to evaluate the counseling program	U ☐	D ☐	P ☐	A ☐	N/O ☐

Domain 2: The Classroom Environment

2-a	Creating an environment of respect and rapport	U ☐	D ☐	P ☐	A ☐	N/O ☐
2-b	Establishing a culture for productive communication	U ☐	D ☐	P ☐	A ☐	N/O ☐
2-c	Managing routines and procedures	U ☐	D ☐	P ☐	A ☐	N/O ☐
2-d	Establishing standards of conduct and contributing to the culture for student behavior throughout the school	U ☐	D ☐	P ☐	A ☐	N/O ☐
2-e	Organizing physical space	U ☐	D ☐	P ☐	A ☐	N/O ☐

Domain 3: Instruction

3-a	Assessing student needs	U ☺	D ☺	P ☺	A ☺	N/O ☺
3-b	Assisting students and teacher in the formulation of academic, personal/social, and career plans, based on knowledge of student needs	U ☺	D ☺	P ☺	A ☺	N/O ☺
3-c	Using counseling techniques in individual and classroom programs	U ☺	D ☺	P ☺	A ☺	N/O ☺
3-d	Brokering resources to meet needs	U ☺	D ☺	P ☺	A ☺	N/O ☺
3-e	Demonstrating flexibility and responsiveness	U ☺	D ☺	P ☺	A ☺	N/O ☺

Rating Scale:

U = Unsatisfactory	D = Developing	P = Proficient	A = Accomplished	N/O – Not Observed
--------------------	----------------	----------------	------------------	--------------------

Domain 4: Professional Responsibilities

4-a	Reflecting on practice	U ☺	D ☺	P ☺	A ☺	N/O ☺
4-b	Maintaining records and submitting them in a timely fashion	U ☺	D ☺	P ☺	A ☺	N/O ☺
4-c	Communicating with families	U ☺	D ☺	P ☺	A ☺	N/O ☺
4-d	Participating in a professional community	U ☺	D ☺	P ☺	A ☺	N/O ☺
4-e	Engaging in professional development	U ☺	D ☺	P ☺	A ☺	N/O ☺
4-f	Showing professionalism	U ☺	D ☺	P ☺	A ☺	N/O ☺

Enhancing Professional Practice: Final Counselor Report – Part 2

Counselor's Name: _____

Administrator's Name: _____

Summary Statement of Administrator Click here to enter text.	Summary Statement of Counselor Click here to enter text.
Administrator's Recommendation(s) Click here to enter text.	

Counselor's Signature: _____ Date: _____

Administrator's Signature: _____ Date: _____

(Signature indicates completion of the observation, not necessarily consensus.)

Counselor Feedback Form

Counselor's Name: _____

Time: _____

Date: _____

Check One

- 1. Focus from a post-observation conference
- 2. Focus from an invited visit
- 3. Focus from a drop-in visit
- 4. Focus from a prior professional dialogue

Commendations:

Click here to enter text.

Recommendation (if any):

Click here to enter text.

Counselor's Signature: _____ Date: _____

Administrator's Signature: _____ Date: _____

School Counselor Scoring Rubric

Please rate the counselor's performances on any of the 22 criteria for which you feel you have appropriate data. Refrain from scoring criteria for which you do not have data. Please use the language of the School Counselor Scoring Rubric when writing summary statements.

DOMAIN 1: Planning and Preparation				
CRITERIA	UNSATISFACTORY	DEVELOPING	PROFICIENT	ACCOMPLISHED
1-a Demonstrating knowledge of counseling theory and techniques	Counselor demonstrates little understanding of counseling theory and techniques.	Counselor demonstrates basic understanding of counseling theory and techniques.	Counselor demonstrates understanding of counseling theory and techniques.	Counselor demonstrates deep and thorough understanding of counseling theory and techniques.
1-b Demonstrating knowledge of child and adolescent development	Counselor displays little or no knowledge of child and adolescent development.	Counselor displays partial knowledge of child and adolescent development.	Counselor displays accurate understanding of the typical developmental characteristics of the age group, as well as exceptions to the general patterns.	In addition to accurate knowledge of the typical developmental characteristics of the age group and exceptions to the general patterns, counselor displays knowledge of the extent of which individual students follow the general patterns.
1-c Establishing goals for the counseling program appropriate to the setting and the students served	Counselor has no clear goals for the counseling program, or they are inappropriate to either the situation or the age of the student.	Counselor's goals for the counseling program are rudimentary and are partially suitable to the situation or the age of the student.	Counselor's goals for the counseling program are clear and appropriate to the situation in the school and to the age of the student.	Counselor's goals for the counseling program are highly appropriate to the situation in the school and to the age of the students and have been developed following consultations with students, parents, and colleagues.
1-d Demonstrating knowledge of state and federal regulations and of resources both within and beyond the school and district	Counselor demonstrates little or no knowledge of governmental regulations and of resources for the students available through the school or district.	Counselor displays awareness of governmental regulations and of resources for students available through the school or district, but no knowledge of resources available more broadly.	Counselor displays awareness of governmental regulations and of resources for students available through the school or district, and some familiarity with resources external to the school.	Counselor's knowledge of governmental regulations and of resources for students is extensive, including those available through the school or district and in the community.
1-e Planning the counseling program, integrated with the regular school program	Counseling program consists of a random collection of unrelated activities, lacking coherence or an overall structure.	Counselor has a rudimentary plan to integrate the counseling program.	Counselor's plan to integrate the program is organized around clear goals and the collection of evidence to indicate the degree to which the goals have been met.	Counselor's integrated plan is highly sophisticated, with imaginative sources of evidence and a clear path toward improving the program on an ongoing basis.
1-f Developing a plan to evaluate the counseling program	Counselor has no plan to evaluate the program or resists suggestions that such an evaluation is important.	Counselor has a rudimentary plan to evaluate the counseling program.	Counselor's plan to evaluate the program is organized around clear goals and the collection of evidence to indicate the degree to which the goals have been met.	Counselor's evaluation plan is highly sophisticated, with imaginative sources of evidence and a clear path toward improving the program on an ongoing basis.

School Counselor Scoring Rubric

Please rate the counselor's performances on any of the 22 criteria for which you feel you have appropriate data. Refrain from scoring criteria for which you do not have data. Please use the language of the School Counselor Scoring Rubric when writing summary statements.

DOMAIN 2: The Classroom Environment				
CRITERIA	UNSATISFACTORY	DEVELOPING	PROFICIENT	ACCOMPLISHED
2-a Creating an environment of respect and rapport	Counselor's interactions with students are negative or inappropriate, and the counselor does not promote positive interactions among students.	Counselor's interactions are a mix of positive and negative; the counselor's efforts at encouraging positive interactions among students are partially successful.	Counselor's interactions with students are positive and respectful, and the counselor actively promotes positive student-student interactions.	Students seek out the counselor, reflecting a high degree of comfort and trust in the relationship. Counselor teaches students how to engage in positive interactions.
2-b Establishing a culture for productive communication	Counselor makes no attempt to establish a culture for productive communication in the school as a whole, either among students or among teachers, or between student and teachers.	Counselor's attempts to promote a culture throughout the school for productive and respectful communication between and among students and teachers are partially successful.	Counselor promotes a culture throughout the school for productive and respectful communication between and among students and teachers.	The culture in the school for productive and respectful communication between and among students and teachers, while guided by the counselor, is maintained by both teachers and students.
2-c Managing routines and procedures	Counselor's routines for the counseling center or classroom work are nonexistent or in disarray.	Counselor has rudimentary and partially successful routines for the counseling center or classroom.	Counselor's routines for the counseling center or classroom work effectively.	Counselor's routines for the counseling center or classroom are seamless, and students assist in maintaining them.
2-d Establishing standards of conduct and contributing to the culture for student behavior throughout the school.	Counselor has established no standards of conduct for students during counseling sessions and makes no contribution to maintaining an environment of civility in the school.	Counselor's efforts to establish standards of conduct for counseling sessions are partially successful. Counselor attempts, with limited success, to contribute to the level of civility in the school as a whole.	Counselor's efforts to establish standards of conduct for counseling sessions are successful. Counselor contributes to the level of civility in the school as a whole.	Counselor's efforts to establish standards of conduct for counseling sessions are evident throughout the school. Students demonstrate and help plan with the counselor a positive culture throughout the school.
2-e Organizing physical space	The physical environment is in disarray or is inappropriate to the planned activities.	Counselor's attempts to create an inviting and well-organized physical environment are partially successful.	Counseling center or classroom arrangements are inviting and conducive to the planned activities.	Counseling center or classroom arrangements are inviting and conducive to the planned activities. Students have contributed ideas to the physical arrangement.

School Counselor Scoring Rubric

Please rate the counselor's performances on any of the 22 criteria for which you feel you have appropriate data. Refrain from scoring criteria for which you do not have data. Please use the language of the School Counselor Scoring Rubric when writing summary statements.

DOMAIN 3: Instruction				
CRITERIA	UNSATISFACTORY	DEVELOPING	PROFICIENT	ACCOMPLISHED
3-a Assessing student needs	Counselor does not assess student needs, or the assessments result in inaccurate conclusions.	Counselor's assessments of students needs are perfunctory.	Counselor assesses student needs and knows the range of student needs in the school.	Counselor conducts detailed and individualized assessments of students needs to contribute to program planning.
3-b Assisting students and teachers in the formulation of academic, personal/social, and career plans, based on knowledge of student needs	Counselor's program is independent of identified student needs.	Counselor's attempts to help students and teachers formulate academic, personal/social, and career plans are partially successful.	Counselor helps students and teachers formulate academic, personal/social, and career plans for groups of students.	Counselor helps individual students and teachers formulate academic, personal/social, and career plans.
3-c Using counseling techniques in individual and classroom programs	Counselor has few counseling techniques to help students acquire skills in decision making and problem solving for both interactions with other students and future planning.	Counselor displays a narrow range of counseling techniques to help students acquire skills in decision making and problem solving for both interactions with other students and future planning.	Counselor uses a range of counseling techniques to help students acquire skills in decision making and problem solving for both interactions with other students and future planning.	Counselor uses an extensive range of counseling techniques to help students acquire skills in decision making and problem solving for both interactions with other students and future planning.
3-d Brokering resources to meet needs	Counselor does not make connections with other programs in order to meet student needs.	Counselor's efforts to broker services with other programs in the school are partially successful.	Counselor brokers with other programs within the school or district to meet student needs.	Counselor brokers with other programs and agencies both within and beyond the school or district to meet individual student needs.
3-e Demonstrating flexibility and responsiveness	Counselor adheres to the plan or program, in spite of evidence of its inadequacy.	Counselor makes modest changes in the counseling program when confronted with evidence of the need for change.	Counselor makes revisions in the counseling program when they are needed.	Counselor is continually seeking ways to improve the counseling program and makes changes as needed in response to student, parent or teacher input.

School Counselor Scoring Rubric

Please rate the counselor's performances on any of the 22 criteria for which you feel you have appropriate data. Refrain from scoring criteria for which you do not have data. Please use the language of the School Counselor Scoring Rubric when writing summary statements.

DOMAIN 4: Professional Responsibilities				
CRITERIA	UNSATISFACTORY	DEVELOPING	PROFICIENT	ACCOMPLISHED
4-a Reflecting on practice	Counselor does not reflect on practice, or the reflections are inaccurate or self-serving.	Counselor's reflection on practice is moderately accurate and objective without citing specific examples and with only global suggestions as to how it might be improved.	Counselor's reflection provides an accurate and objective description of practice, citing specific positive and negative characteristics. Counselor makes some specific suggestions as to how the counseling program might be improved.	Counselor's reflection is highly accurate and perceptive, citing specific examples that were not fully successful for at least some students. Counselor draws on an extensive repertoire to suggest alternative strategies.
4-b Maintaining records and submitting them in a timely fashion	Counselor's reports, records, and documentation are missing, late, or inaccurate, resulting in confusion.	Counselor's reports, records, and documentation are generally accurate but are occasionally late.	Counselor's reports, records, and documentation are accurate and are submitted in a timely manner.	Counselor's approach to record keeping is highly systematic and efficient and serves as a model for colleagues in other schools.
4-c Communicating with families	Counselor provides no information to families, either about the counseling program as a whole or about individual students.	Counselor provides limited though accurate information to families about the counseling program as a whole and about individual students.	Counselor provides thorough and accurate information to families about the counseling program as a whole and about individual students.	Counselor is proactive in providing information to families about the counseling program and about individual students through a variety of means.
4-d Participating in a professional community	Counselor's relationships with colleagues are negative or self-serving, and counselor avoids being involved in school and district events and projects.	Counselor's relationships with colleagues are cordial, and counselor participates in school and district events and projects when specifically requested.	Counselor participates actively in school and district events and projects and maintains positive and productive relationships with colleagues.	Counselor makes a substantial contribution to school and district events and projects and assumes leadership with colleagues.
4-e Engaging in professional development	Counselor does not participate in professional development activities even when such activities are clearly needed for the development of counseling skills.	Counselor's participation in professional development activities is limited to those that are convenient or are required.	Counselor seeks out opportunities for professional development based on an individual assessment of need.	Counselor actively pursues professional development opportunities and makes a substantial contribution to the profession through such activities as offering workshops to colleagues.
4-f Showing professionalism	Counselor displays dishonesty in interactions with colleagues, students, and the public; violates principles of confidentiality.	Counselor is honest in interactions with colleagues, students, and public; does not violate confidentiality.	Counselor displays high standards of honesty, integrity, and confidentiality in interactions with colleagues, students, and the public; advocates for students when needed.	Counselor can be counted on to hold the highest standards of honesty, integrity, and confidentiality and to advocate for students, taking a leadership role with colleagues.

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APPENDIX D



**VANDALIA-
BUTLER**
CITY SCHOOLS

EMPOWER



Performance Pay Timeline & History

July 2005 - Performance pay implemented for administrators

October 2008 - Initial performance incentive .5% for staff based on 2006-2007 district rating

December 2008 - Performance incentive .5% based on 2007-2008 district rating

December 2009 – Possible performance incentive of .6% based on targets established by Partnership Council:

- District meets 29 or 30 state indicators
- District achieves 101.3 or higher on the performance index
- District meets AYP
- District achieves the value added measure Above Expected Growth (+)

Actual Results

- District met 27 of 30 indicators
- Performance indicator 101.0
- District met AYP
- District met value added but did not achieve Above Expected Growth (+)
- Performance incentive was not paid*

December 2010 – Possible performance incentive of .6% based on targets established by Partnership Council:

.1% for meeting one or two of two criteria below:

- (1) Excellent Rating – District
- (2) Excellent Rating – All buildings

AND

Partnership Council further agrees that .5% could be awarded for achieving two or three of the criteria below:

- (3) Increase participation by 10% at district Institutes
- (4) Implement or enhance a minimum of 6 additional student programs
- (5) Increase the number of Master Teachers by 50%



BOARD GOALS FOR 2011-2012 SCHOOL YEAR

It is recommended that the Vandalia-Butler Board of Education approve the following goals for the 2011-2012 School Year:

Achieve educational excellence for fiscal year 2012. Continue to improve student performance and accelerate academic achievement for all students.

Complete and occupy the renovated Butler High School, Morton Middle School, the Transportation/Maintenance Facility, and Demmitt Elementary improvements under budget.

Identify and implement \$500,000.00 in cuts or additional revenue by June 30, 2012 and complete a financial plan that adequately funds the strategic plan, meets a 25% carry over balance by 2015, and operates without a deficit by fiscal year 2015.

Complete a comprehensive, five year strategic plan with the community and staff by June 30, 2012.

Measurement/Attainment of the Board Goals will be presented as part of the superintendent and treasurer's evaluation process

Board Approved: September 29, 2011



EMPOWER Introduction and Development

As a public school district, the Vandalia-Butler City Schools strives for educational excellence and continuous improvement in all aspects of district operations. Optimizing student achievement is an inherent part of our daily practice. A desire to improve both teaching and learning formed the basis of the decision to develop a new method of linking teacher and employee pay to performance measures.

Employees of the Vandalia-Butler City Schools have been eligible for performance incentive pay since October of 2008. These performance incentives were based on collaboratively identified measures of district success and were directly related to measures of student achievement as identified on the local report card. In 2010 the measures of success were expanded to include measures on the local report card, increasing participation in district institutes (professional development), the implementation of six additional student programs, and an increase of 50% in the number of Master Teachers.

In March of 2011, it was agreed that performance pay would be expanded to the individual level for licensed/certificated employees and to the department level for classified staff. It was further agreed that three district teams would develop the guidelines and parameters of performance pay while redesigning employee evaluations for both licensed and classified staff. The EMPOWER Team has identified the process whereby individuals may select to participate in the performance-based pay option along with guidelines and procedures necessary for such participation. The Finance Team has developed the financial parameters for performance-based payments, and the Evaluation Team has redesigned the evaluation tools and processes for the evaluation of licensed and classified staff.

The three teams along with Partnership Council have participated in powerful conversations and dialogue regarding how to clearly define goals and expectations for employees and administrators aimed at building human capital within the district and enhancing teaching and learning across the district.

EMPOWER Rationale

How does EMPOWER help our students?

- Documented evidence of successful learning
- Improved integration of technology and learning
- Continued and improved program offerings
- Continued access to co-curricular programs

What does EMPOWER offer employees?

- Recognition for accomplishment
- Opportunity to further improve and master skills
- Opportunity for improved compensation and benefits
- Opportunity to expand and advance into other areas of district operations
- Opportunity to better understand and participate in district leadership and decision
- Provides alignment of employee motivation and district direction

What is the goal of EMPOWER?

- Engage and challenge teachers to improve beyond the classroom
- Provide incentive for staff to demonstrate professional growth throughout duration of career
- Better link of the use of tax dollars with stakeholder expectations
- Redesign the district's salary structure to reward teachers who demonstrate evidence of student growth

How does EMPOWER help our district's finances?

- Capacity building is the key component to using EMPOWER for financial savings. If we can remove barriers, we can accomplish more for less.
- Provides win/win opportunities for employees and the district to provide services for less
- Improved opportunities for operational efficiencies
- Alignment of employee accomplishment with compensation and recognition
- Provides a direct link from tax dollar to performance valued by tax payers

How Does EMPOWER Work?

- EMPOWER is a performance pay system designed to engage staff members in the identification of performance measures at the beginning of the school year and to empower them to present evidence to document successful completion of these goals. This system supports both certified/licensed staff in the development of individual goals and support staff in the development of department goals.
- EMPOWER is predicated on increasing the capacity of all staff to design and deliver results that demonstrate high expectations and rigorous learning for students and themselves.
- EMPOWER facilitates student learning and growth; however it acknowledges that growth is defined as more than proficient and can be determined by the amount of progress a student makes from a starting point to an ending point.
- Calculations for performance pay include the achievement of district goals, the identification and accomplishment of individual/department SMART goals, and documented evidence of both professional and student growth.
- Base salary increases and performance incentives are based on the successful completion of identified goals documented by measurable evidence and documented self-reflection.
- Performance Objectives define the percentage value of the performance bonus

	Professional	Achievement	Achievement Growth	Leadership
Level of Education	BS/BA	BS/BA	Masters	Masters+ 15
Licensure Level	Completion of all state licensure requirements	Must hold Professional License	Must hold Professional License	Senior/Lead Professional Educator or Administrator License
Experience	0 years	Completed 2 years with at least 1 year in district	Completed 7 years with at least 2 years in district	Completed 7 years with at least 3 years in district
Professional Development	Completion of 10 hours of approved PD	Completion of 15 hours of approved PD	Completion of 20 hours of approved PD	Completion of 25 hours of approved PD
Technology	An integrated technology measure will be developed collaboratively during the 2011-2012 school year to be implemented as a requirement in following years			
Performance Objective Measures	Set SMART goals that link to performance objectives # 1 and # 2.	Set SMART goals that link to performance objectives # 1 and # 2.	Set SMART goals that link to performance objectives # 1 and # 2.	Set SMART goals that link to performance objectives # 1 and # 2.
Additional Performance Objective Measures	None	Set one additional SMART goal that links to one of the following performance objectives # 3, # 4, or # 5.	Set two additional SMART goals that links to two of the following performance objectives # 3, # 4, or # 5.	Set three additional SMART goal that links to one of the following performance objectives # 3, # 4, or # 5.
Self-Reflection	Mid Year and Final Reflection will be required on Planning and Reflection Guide	Mid Year and Final Reflection will be required on Planning and Reflection Guide	Mid Year and Final Reflection will be required on Planning and Reflection Guide	Mid Year and Final Reflection will be required on Planning and Reflection Guide



Empower Guidelines for Certified

- Performance Pay (bonus pay) will be awarded upon successful completion of SMART Goals linked to Performance Objectives. It is the responsibility of the employee to document successful SMART Goal completion. Evidence and artifacts are to be collected throughout the year and shared with their EMPOWER administrator at year end.
- Staff must meet both minimum qualifications and annual requirements to be eligible for performance pay or base pay/tier advancement during any given school year. Documentation of successful completion of all SMART Goals is required for vertical advancement within any given tier.
- Ratings of “unsatisfactory” on the final evaluation and/or placement on a written improvement plan exclude employees from performance pay and base pay increases regardless of completion of SMART Goals.
- Progression across tiers is sequential; tiers may not be skipped. Two years of successful completion of the EMPOWER program is required to advance across tiers. Successful completion is defined as concurrently:
 - Meeting all minimum qualifications and annual tier requirements of the applicable tier, AND
 - Providing evidence successful completion of the required tier goals.
- Earning a “Master Teacher” endorsement will be considered equal to one year of successful completion in EMPOWER
- Horizontal movement across tiers requires a formal letter of interest by the employee.
- Staff members will turn all of the EMPOWER related paperwork into their evaluating administrator.

- The number of professional development hours required at each tier includes the current seven hour district requirement. The January Professional Development Day may not be counted as part of your 7 hours. You may start counting Professional Development hours for the next school year beginning the day after the last teacher work day of each year.
- The District Multiplier will be based on achievement of the Board of Education's identified goals.
- Employees are expected to align individual goals to building and district/strategic plan goals.
- If a disagreement arises between a unit member and evaluator the EMPOWER Team will meet to find a resolution. If the team cannot come to an agreement the Superintendent will make final decision.
- If the employee believes that a change in prior established district resources prohibits them from completing a goal they may request a change of goal status from the Treasurer prior to the mid-year self-reflection. The treasurer will approve or deny the request based on district resource changes. If the request is denied then no change is allowed. If the request is granted the employee has 10 days to submit a change of goal to their evaluating administrator.



EMPOWER Planning and Reflection Guide

Employee _____ Employee ID # _____ Current Tier _____ Year _____

Performance Objective # 1	Measures - Objective 1 (Oct 1)	Reflection (February 1)	Final Assessment (Sept 1)	Met Measure
Distinguished Teaching (Content, Instruction, Environment): Teacher has a deep and reflective understanding of the academic content they teach. They use multiple assessments to evaluate student learning and inform instruction. They continually reflect on student outcomes and make decisions to promote high levels of learning for all students.				Employee Initial
				Yes _____
				No _____
				Employer Initial
				Yes _____
				No _____

Mandatory for all tiers

Mandatory for all tiers

What I am most proud of accomplishing this year:

Performance Objective # 2	Measures - Objective 2	Reflection (February 1)	Final Assessment (Sept 1)	Met Measure
Distinguished Teaching (Focus on Student and Environment): Teacher will analyze individual and group student development to connect instruction to students' needs, interests and prior knowledge. They strive to create an environment that engages learners in inquiry, promotes high level of learning for all students and creates a culture of civility and success.				Employee Initial
				Yes _____
				No _____
				Employer Initial
				Yes _____
				No _____

Mandatory for all tiers

Mandatory for all tiers

Where I believe I showed the most improvement:

Performance Objective # 3	Measures - Objective 3	Reflection (February 1)	Final Assessment (Sept 1)	Met Measure
Consistent Leadership: Teachers ensure students learning and well being by participating in decision making and initiating innovations and improvements for school change. They are leaders who empower and influence others. They engage in a variety of leadership roles and performs thoughtful stewardship responsibilities for the school community and profession.				Employee Initial
				Yes _____
				No _____
				Employer Initial
				Yes _____
				No _____

Mandatory for Leadership and Option for other tiers

Mandatory for Leadership and Option for other tiers

What do I plan to improve on for next year:

Performance Objective # 4	Measures - Objective 4	Reflection (February 1)	Final Assessment (Sept 1)	Met Measure
Focused Collaboration: The teacher works with educators, students, families and community to create relationships; share knowledge, practice and responsibility; communicate effectively and support student learning. They respond to the needs of their colleagues and students in a timely and competent manner.				Employee Initial
				Yes _____
				No _____
				Employer Initial
				Yes _____
				No _____

Mandatory for Leadership and Option for other tiers

Mandatory for Leadership and Option for other tiers

Certification of Completion

Legal language: The outlined goals, reflection, final assessment and final self-reflection is in conjunction with the EMPOWER performance model for the aforementioned contract year.

Level Advancement:

Yes, the employee met _____ out of _____ performance objectives
 Yes, the employee met all of the annual requirements of the EMPOWER Model.

_____ Yes, the employee accomplished all requirements to advance a level.

Performance Objective # 5	Measures - Objective 5	Reflection (February 1)	Final Assessment (Sept 1)	Met Measure
Continued Professional Development: The teacher engages in continuous professional development and reflection. They use multiple resources to shape the focus and goals of their professional development including student learning, assessment data, researched best practices and school and district goals. They evaluate their personal growth, understanding and application of knowledge and develop an appropriate professional plan.				Employee Initial
				Yes _____
				No _____
				Employer Initial
				Yes _____
				No _____

Mandatory for Leadership and Option for other tiers

Mandatory for Leadership and Option for other tiers

Employee Signature Date

Administrative Signature Date

Internal Office Use Only:



Classified EMPOWER

<p>Placement</p>	<p>Classified staff moving into EMPOWER will not make less than their current hourly rate.</p>
<p>Department Goal Setting</p>	<p>Classified personnel on EMPOWER will set two department/building goals that align with the district strategic plan.</p>
<p>Performance Multiplier</p>	<p>If the district meets 100% of its goals, and the department/building achieves one of its goals, each individual classified staff member on EMPOWER will receive .75% of bonus pay.</p>
	<p>If the district meets 100% of its goals, and the department/building achieves two of its goals, each individual classified staff member on EMPOWER will receive 1.5% of bonus pay.</p>



Classified Employee EMPOWER Performance Goals

Employee Name: _____ Building/Department: _____

ID # _____ Administrator: _____ School Year: _____

Specific	The outcome or end result must be clear to all audiences
Measurable	All audiences can tell if a goal has been achieved because it can be counted or seen through tangible data.
Attainable	Achieving the desired outcome should be a challenge, but should also be possible with the current team and resources
Results-Oriented	The goal must align with the results expected by the district strategic plan, district curricular initiatives and building goals.
Time bound	A specific date has been set by which to achieve the goal.

Performance Goal

Performance Goal

Self Reflection

What I am most proud of accomplishing this year:

Where I believe I showed the most improvement:

What do I plan to improve on for next year:

Possible Areas for Goals: Customer Service Technology Efficiency Professional Development School Environment	Goals should concern current job requirements , but exceed normal job expectations.
--	---

A good goal meets the following requirements: The goal is specific and the outcomes of the goal are clear to all audiences. It provides information that is clearly measurable and can be seen through tangible data. Achieving the desired outcome should be a challenge, but should also be possible with the current team and resources. The goal must align with the results expected by the district and include a specific date set by which to achieve the goal.

Possible Areas for Goals: Customer Service Technology Efficiency Professional Development School Environment	Goals should concern current job requirements , but exceed normal job expectations.
--	---



Classified Employee EMPOWER Performance Goals

Staff Name: _____

Building/Department: Transportation

Administrator: _____

School Year: _____

Specific

The outcome or end result must be clear to all audiences.

Measurable

All audiences can tell if a goal has been achieved because it can be counted or seen through tangible data.

Attainable

Achieving the desired outcome should be a challenge, but should also be possible with the current team and resources.

Results-Oriented

The goal must align with the results expected by the district strategic plan, district curricular initiatives and building goals.

Time bound

A specific date has been set by which to achieve the goal.

Performance Goal

Technology:

EXAMPLE: VERSATRANS: Those employees on EMPOWER will learn and demonstrate proficiency operating the VERSATRANS software through printed routes by the end of the 2011-2012 school year.

Performance Goal

A good goal meets the following requirements:

The goal is specific and the outcomes of the goal are clear to all audiences. It provides information that is clearly measurable and can be seen through tangible data. Achieving the desired outcome should be a challenge, but should also be possible with the current team and resources. The goal must align with the results expected by the district and include a specific date set by which to achieve the goal.

Possible Areas for Goals:

Customer Service
Technology
Efficiency
Professional Development
School Environment

Goals should concern current job requirements, but exceed normal job expectations.



Classified Employee EMPOWER Performance Goals

Staff Name: _____

Building/Department: Custodian

Administrator: _____

School Year: _____

<u>S</u>pecific	The outcome or end result must be clear to all audiences
<u>M</u>easurable	All audiences can tell if a goal has been achieved because it can be counted or seen through tangible data.
<u>A</u>ttainable	Achieving the desired outcome should be a challenge, but should also be possible with the current team and resources
<u>R</u>esults-Oriented	The goal must align with the results expected by the district strategic plan, district curricular initiatives and building goals.
<u>T</u>ime bound	A specific date has been set by which to achieve the goal.

Performance Goal

Technology:

EXAMPLE: All employees on EMPOWER will be sequentially trained on building automated heating and air conditioning systems as they become operational.

Performance Goal

A good goal meets the following requirements: The goal is specific and the outcomes of the goal are clear to all audiences. It provides information that is clearly measurable and can be seen through tangible data. Achieving the desired outcome should be a challenge, but should also be possible with the current team and resources. The goal must align with the results expected by the district and include a specific date set by which to achieve the goal.

Possible Areas for Goals: Customer Service Technology Efficiency Professional Development School Environment	Goals should concern current job requirements , but exceed normal job expectations.
--	---



Classified Employee EMPOWER Performance Goals

Staff Name: _____

Building/Department: Educational Aide

Administrator: _____

School Year: _____

<u>Specific</u>	The outcome or end result must be clear to all audiences
<u>Measurable</u>	All audiences can tell if a goal has been achieved because it can be counted or seen through tangible data.
<u>Attainable</u>	Achieving the desired outcome should be a challenge, but should also be possible with the current team and resources
<u>Results-Oriented</u>	The goal must align with the results expected by the district strategic plan, district curricular initiatives and building goals.
<u>Time bound</u>	A specific date has been set by which to achieve the goal.

Performance Goal

Technology:

EXAMPLE: All employees on EMPOWER will be trained on the instructional use of interactive technologies (e.g., SMARTBOARD, Brightlink, Powerpoint) and will implement/demonstrate use of these technologies by the end of the 2011-2012 school year.

Performance Goal

A good goal meets the following requirements: The goal is specific and the outcomes of the goal are clear to all audiences. It provides information that is clearly measurable and can be seen through tangible data. Achieving the desired outcome should be a challenge, but should also be possible with the current team and resources. The goal must align with the results expected by the district and include a specific date set by which to achieve the goal.

Possible Areas for Goals:
Customer Service
Technology
Efficiency
Professional Development
School Environment

Goals should concern current job requirements , but exceed normal job expectations.

Salary Schedule

	<u>Achievement</u>				<u>Special</u>
	<u>Professional</u>	<u>Achievement</u>	<u>Growth</u>	<u>Leadership</u>	<u>Assignment</u>
Minimum	36,356	42,000	50,000	55,000	
Maximum	42,530	70,000	75,000	79,350	As assigned
Discretionary Placement	55,000				
Level Increase (%)	3.00%	1.60%	1.50%	1.50%	
Tier Move		5.00%	2.00%	2.00%	
COLA/Competitive					
Performance Bonus Per Performance Objective	\$ 300	\$ 350	\$ 350	\$ 500	
Classified Performance					
2 Department Goals		1.50%			
1 Department Goal		0.75%			
<u>District Multiplier</u>					
4 Goals Met	1.00	1.10	1.20	1.40	
3 Goals Met	1.00	1.00	1.00	1.00	
2 Goals Met	1.00	0.90	0.75	0.50	
1 Goal Met	0.75	0.75	0.50	0.25	
0 Goals Met	0.50	0.50	0.00	0.00	



CERTIFIED EXAMPLE

Salary - \$42,000

Performance Objectives met - 3 Bonus = \$1050.00

District goals met	Performance Multiplier	Total bonus
0	0.50	\$525.00
1	0.75	\$787.50
2	0.90	\$945.00
3	1.00	\$1,050.00
4	1.10	\$1,155.00

CLASSIFIED EXAMPLE

Yearly Income - \$30,000

Performance Goals met - 2 Bonus = \$450

District goals met	Performance Multiplier	Total bonus
0	0.50	\$225.00
1	0.75	\$337.50
2	0.90	\$405.00
3	1.00	\$450.00
4	1.10	\$495.00

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www.vbcasd.org.

Credits:

Ohio Department of Education
Master Teacher
25 S. Front St.
Columbus, OH 43215





MEMORANDUM OF UNDERSTANDING

The Vandalia Butler Board of Education (hereinafter "Board") is offering a performance based pay program (hereinafter "EMPOWER") beginning with the 2011-2012 school year. The Vandalia-Butler Education Association (hereinafter "Association") has collaborated with district administration in designing the program, had an opportunity to provide input about the effects of the program, and supports the program. The Association has waived implementation of the compensation part of the program in order to best learn from the 2011-2012 pilot year and help with district finance struggles. Full implementation will begin with 2012-2013 performance with performance based compensation made on 2012-2013 objectives. To the extent that program outlined below is inconsistent with the collective bargaining agreement between the parties; the parties agree that this document will govern.

Eligibility

The EMPOWER program is available to those full-time and part-time employees represented by the Vandalia-Butler City Schools Education Association (hereinafter "Employee" or "Employees") who work 4 or more hours per day. The Board and the Association agree that participation in the Plan shall be strictly voluntary. The Plan is not available to any other employees, including substitutes, temporary or contracted employees, those who have been laid off, terminated, or those who have previously retired and returned to Vandalia-Butler City Schools. The EMPOWER program is not a fringe benefit nor a condition of employment for current employees. Employees electing to participate in EMPOWER must formally notify their immediate supervisor.

Certified Staff

Participation

Existing Certificated Employees who meet the employee eligibility requirements and elect to participate in EMPOWER will enroll in the program and agree to individual SMART goals by September 15, 2012. By February 1 the employee will complete a midyear self-assessment of the status of his/her goals and schedule a meeting with the administrator. Upon completion of the employee's goals and not later than October 1 of the following school year, the employee will complete a final self assessment outlining the employee's accomplishments and areas for improvement. Additionally, the employee will identify evidence of achieved performance objectives and submit their self assessment for applicable performance bonuses. All bonuses are dependent upon EMPOWER guidelines and evidence of completion of performance objectives as outlined in the EMPOWER document (Exhibit C). The district will use all self assessments for continued improvement.

Certificated employees who are new to the District and who meet the employee eligibility requirements are required to participate in EMPOWER and must complete their goals with their administrator within 30 days of their first day of work or October 1 whichever is later in the school year. During the 2012-2013 school year new certificated employees will have until October 21 or within 30 days of their first day of work whichever is later. Certificated employees with a start date after February 1 are not required to participate until the following school year. If the administrator and the new employee agree that participation is warranted and measurable over the summer, application may be made to the Superintendent for early participation.

Goals may not be changed after October 1st unless the district eliminates resources specifically required in measuring the employee's goals. If during the mid year review, the employee and administrator agree that the district inadvertently eliminated the measure for the employee's goal; they may submit a request to change the goal to the Superintendent. The Superintendent will determine whether the resource has been eliminated and may allow the employee to identify a new goal. Goals may not be changed for any other reason or through any other method.

Placement and Compensation

Existing certificated employees opting into the EMPOWER program will be placed and made eligible for bonuses indicated in the "Achievement" Tier of the EMPOWER salary schedule (Exhibit C) beginning with the 2012-2013 school year. New employees will be placed on the "Professional" Tier. All Employees must meet all of the minimum qualifications and annual requirements (outlined in Exhibit B) of the applicable tier in order to be eligible for a performance bonus or salary adjustment. In addition, the employee may not receive an unsatisfactory evaluation or be on an improvement plan during their final evaluation if they are to be eligible for a pay adjustment. Accomplishment of goals does not qualify the employee for a bonus or a raise unless the minimum criteria have been met.

Certificated Employees who meet the employee eligibility requirements, elect to participate in EMPOWER, have met the minimum qualifications and annual requirements, and accomplished their goals will be paid according to Exhibit C for accomplishment of SMART goals by not later than November 25th of the following school year. Beginning with the 2013-2014 school year for accomplishments during the 2012-2013 school year certificated employees who meet the EMPOWER requirement for salary increases will have their salary adjusted retroactive to the first contracted work day of the new school year.

Beginning with the 2013-2014 school year certificated Employees participating in EMPOWER and desiring to move to the next performance tier must meet the minimum qualifications and annual requirements in Exhibit C and formally request in writing to move to the next tier when they complete their final self assessment. Employees may not move tiers at any other time.

Resignation and Termination

Certificated employees resigning from their position for any reason must complete the school year and a self assessment prior to their last day of work to be eligible for a performance bonus. If an employee's goals and measures are not met prior to the employee's last day of work, the employee

MOU: EMPOWER

will not be considered for the employee's performance bonus unless the measure is student performance results that are not yet available to the employee. These targeted results will be identified by the employee in their self assessment and decided by the administrator when the results are made available.

If an employment is terminated for any reason other than resignation or reduction in force, the employee will not be eligible for a performance bonus.

2011-2012 Pilot Program

Certificated employees participating in the initial pilot of EMPOWER during the 2011-2012 school year will not receive additional bonuses or compensation for goal accomplishment. However, the goals may be applied for participation in 2012-2013 school year.

Classified Staff

Classified Pilot Program

Classified Employees who meet the employee eligibility requirements and elect to participate in EMPOWER will meet as a department with their administrator or department head to identify two goals for the 2011-2012 school year by January 1, 2012. Prior to the end of the school year, the employee will meet with their administrator or department head to evaluate the employee's contribution to meeting the department's goals. Additionally, the employee will complete a final self-assessment outlining the employee's accomplishments and areas for improvement. The district will use these assessments for continued improvement and development of the classified EMPOWER program.

New classified employees who meet the employee eligibility requirements are required to participate in the EMPOWER Pilot and must review the department goals with their administrator within 30 days of their first day of work or October 1 whichever is later in the school year. During the 2011-2012 school year new classified employees will have until October 21 or within 30 days of their first day of work whichever is later.

Compensation

Beginning in 2012-2013, Classified Employees who meet the employee eligibility requirements and elect to participate in EMPOWER will be paid for completion of goals by no later than November 25th of the school year following the year in which the goals were created. All bonuses are dependent upon evidence of completion of department goals as outlined in the EMPOWER documents.

Goals may not be changed after October 1st (October 21st in 2011-2012 school year) unless the district eliminates resources specifically required in measuring the goals. If the department feels the district has eliminated the resources required to meet their goals by February 1; they may submit a request to change the goal to the Superintendent. The Superintendent will determine whether the resource has been eliminated and may allow the identification of a new goal. Goals may not be changed for any other reason or through any other method.

MOU: EMPOWER

The classified EMPOWER team will develop a program of individual goals to be implemented in tandem with the certified EMPOWER pay-for-performance plan effective with the 2012-13 school year.

Resignation and Termination

Classified employees resigning from their position for any reason must complete the school year and a self assessment prior to their last day of work to be eligible for a performance bonus. The employee will identify how they contributed to the department goals in their self assessment. If the department meets the identified measures, the classified employee will receive the applicable bonus at the same time as current employees. However, bonuses under \$10 will not be paid to employees who have resigned.

If an employee is terminated for any reason other than resignation or reduction in force, the employee will not be eligible for a performance bonus.

General Provisions for Certified and Classified

Opt-Out

Employees opting into the program may opt out at anytime. However, employees who opt out will forfeit all bonuses, raises, and benefits associated with EMPOWER regardless of current progress or status.

Development and Modifications

In the event the administrator and employee cannot agree on processes, the creation of goals, or the evidence of accomplishment, a committee designated by the EMPOWER team will meet to review the situation and make a recommendation to the Superintendent. The Superintendent has final discretion in resolution.

Fraud and Misrepresentation

In the event the employee commits fraud in meeting their goals including but not limited to cheating, fabrication, or manipulation of evidence the employee will not be eligible for any performance bonus or salary adjustment and will be subject to further disciplinary action as outlined in Ohio Revised Code, Board Policy, and the Master Agreement.

Problem Resolution

Whereas the Board and Association have agreed to collaborate in developing EMPOWER,
Whereas EMPOWER is an optional program for employee participation,

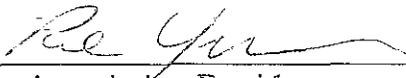
All disputes regarding the EMPOWER Performance Plan shall not be the subject of grievance or arbitration and shall not be contested in any other forum in any way except as provided in this Memorandum of Understanding.

MOU: EMPOWER

If a disagreement arises between a unit member and an evaluator, the EMPOWER team will meet to find a resolution. If the team cannot come to an agreement the Superintendent will make the final decision in her sole discretion.

IN WITNESS WHEREOF, the parties have executed duplicate originals of this Memorandum of Understanding on this 2nd day of November, 2011.

VANDALIA-BUTLER EDUCATION
ASSOCIATION

By 
Association President

VANDALIA-BUTLER BOARD OF
EDUCATION

By 
Superintendent

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APPENDIX E
(1 of 3 pages)

PROFESSIONAL STAFF
3220/page 1 of 3

BOARD OF EDUCATION
VANDALIA-BUTLER CITY SCHOOL DISTRICT

REPLACEMENT POLICY – VOL. 31. NO. 1

STAFF EVALUATION

The requirements of this policy prevail over any conflicting provisions of a collective bargaining agreement entered into on or after September 24, 2012. Any updates to the framework adopted by the State Board of Education shall automatically be incorporated into this policy.

This policy does not apply to the Superintendent, administrators, teacher supplemental contracts, or teachers employed as substitutes or adult education instructors or to any person employed under a teacher license/certificate that spends less than fifty percent (50%) providing student instruction.

Each evaluation will result in an effectiveness rating in accordance with the State Board of Education Framework.

An effectiveness rating is based on the following two categories: 1) teacher performance and 2) Student Growth Measures. Fifty percent (50%) of the evaluation will be attributed to teacher performance and fifty percent (50%) will be attributed to measures of student growth.

Each teacher will be evaluated using factors from the following categories (as weighted):

A. Student Growth Measures (50%).

For the purpose of this policy, student growth means the change in student achievement for an individual student between two or more points in time. This component of the evaluation includes where available, one or more of the following: 1) Teacher-level Value-Added Data (or alternative student academic progress measures if adopted by ODE; 2) ODE-Approved Assessments; and/or 3) Locally-determined Measures in accordance with state law and State Board of Education requirements.

Fifty percent (50%) of a teacher's evaluation must be comprised of student growth measures. The extent to which Value-Added, alternative student academic progress measures, ODE-Approved Assessments, and Locally-determined Measures (student learning objectives ("SLOs")) are used to calculate the student-growth component of a teacher's evaluation will be in accordance with state law and regulation.

APPENDIX E
(2 of 3 pages)

PROFESSIONAL STAFF
3220/page 2 of 3

In the calculation for student academic growth, students shall be excluded per state law and regulation.

B. Teacher performance (50%)

Teacher performance is determined by using a rating rubric (Teacher Performance Evaluation Rubric) consisting of indicators based on the Ohio Standards for the Teaching Profession.

The evaluation process requires the evaluator to use evidence gathered in a variety of avenues (professional growth or improvement plans, observations, walkthroughs, and conferences) to determine a teacher performance rating.

The Superintendent/designee selects/develops evaluation tools to calculate teacher performance in consultation with teachers. The board directs the Superintendent/designee to develop procedures for these evaluation tools in consultation with teachers.

Credentialed evaluators shall evaluate all teachers annually, except that teachers receiving effectiveness ratings of Accomplished on their most recent evaluations carried out under this policy shall be evaluated every two years. Annual evaluations of teachers who are on limited or extended limited contracts pursuant to State law and are under consideration for nonrenewal shall, in the final contract year include at least three formal observations of at least 30 minutes each and classroom walkthroughs. Evaluations of all other teachers shall include at least two formal evaluations of at least 30 minutes each and classroom walkthroughs. All teacher evaluations must be completed on or before May 1, with a written report of the evaluation results provided to the teacher on or before May 10.

Professional Growth and Improvement Plans

The Board will provide professional development and growth opportunities in accordance with state law and regulation.

Removal of Poorly Performing Teachers:

The board adopts the following procedures to be used by the district administrators in the removal of poorly performing teachers:

Refer to outline. Evaluations shall be considered when the Board proceeds according to statute to remove poorly performing teachers.

Retention and Promotion Decisions:

APPENDIX E
(3 of 3 pages)

PROFESSIONAL STAFF
3220/page 3 of 3

The board adopts the following procedures to be used by the district administrators in making retention (as a result of a reduction in force) decisions:

Refer to outline. Evaluations shall be considered when making retention and promotion decisions.

Seniority shall not be the basis for a decision to retain a teacher, except when making a decision between teachers who have comparable evaluations.

Effective with the 2015-2016 school year, each teacher in a core subject area who has received a rating of “ineffective” on the evaluations conducted under law and this policy for two of the three most recent school years must register for and take all written examinations required by state law.

Professional Development:

The Board will provide for the allocation of financial resources to support professional development to the extent required by State law and the State Board of Education evaluation framework.

R.C. 3319.02, 3319.11, 3319.111, 3319.112, 3333.0411,
A.C 3301-35-03(A)

APPENDIX F

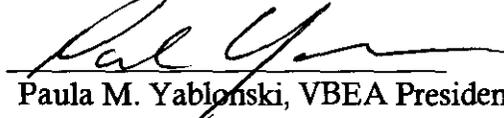
GUIDELINES FOR COLLABORATIVE COMMITTEES

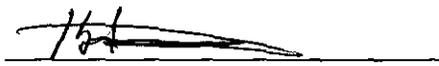
1. Committees should consist of no more than 10 members, appointed jointly by the Superintendent or designee and the Association President.
2. Membership will be voluntary and will reflect a preference for representation from all buildings.
3. Committees will establish co-chairs, one representing unit membership and one representing administration.
4. Committees will appoint a secretary.
5. Committees will identify in writing the charge/purpose of the committee to best guide both the work of the committee and the final outcome.
6. Committees will participate in training consistent with the IBB process and such training will include: collaborative decision-making, consensus building, and, if applicable, task-specific training.
7. Committees will develop by-laws which should include an operational structure, length of committee member term, and time commitment.
8. Recommendations developed by the committee will be given to the Partnership Council for consideration.

**PART D - SIGNATURE PAGE
RATIFICATION AND APPROVALS**

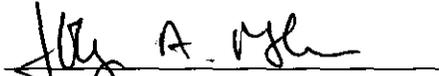
The signatures of the designated representatives and others below evidence that all necessary steps have been taken to enable them to lawfully execute this Agreement on the dates set forth. IN WITNESS WHEREOF the parties have executed duplicate originals of the Agreement on the 4th day of June, 2013.

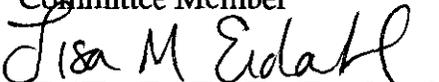
**VANDALIA-BUTLER EDUCATION
ASSOCIATION**

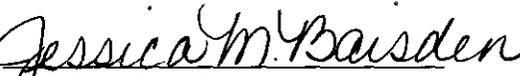
By: 
Paula M. Yablonski, VBEA President

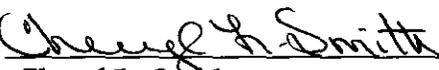
By: 
Kelly J. Stevens
VBEA Vice-President, Certificated

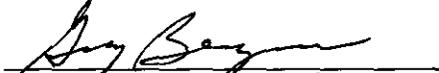
By: 
Randy D. West
VBEA Vice-President, Classified

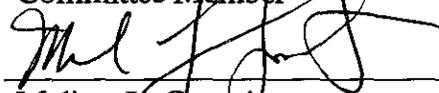
By: 
Jeffrey A. Mesko
Committee Member

By: 
Lisa M. Erdahl
Committee Member

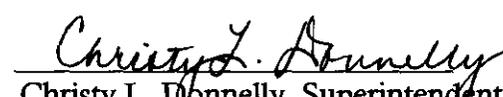
By: 
Jessica M. Baisden
Committee Member

By: 
Cheryl L. Smith
Committee Member

By: 
Gregory L. Bergman
Committee Member

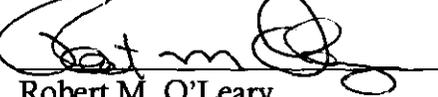
By: 
Melissa L. Gonet
Committee Member

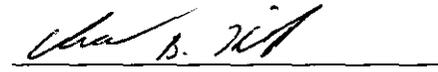
**VANDALIA-BUTLER CITY SCHOOLS
BOARD OF EDUCATION**

By: 
Christy L. Donnelly, Superintendent

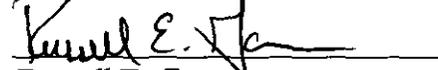
By: 
Daniel R. Schall, Treasurer

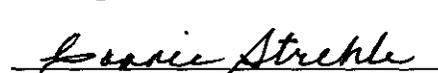
By: 
Robert M. Neubauer
Human Resources/Curriculum Specialist

By: 
Robert M. O'Leary
Chief Construction Officer

By: 
Chad B. Hill
Principal, Butler High School

By: 
Shannon T. White
Principal, Smith Middle School

By: 
Russell E. Garman
Principal, Morton Middle School

By: 
Connie Strehle
Principal, Murlin Heights Elementary



OHIO EDUCATION ASSOCIATION

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

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

August 13, 2013

State Employment Relations Board
65 East State Street, 12th Floor
Columbus, OH 43215-4213

STATE EMPLOYMENT
RELATIONS BOARD
2013 AUG 15 PM 1:40

RE: Case No. 2013-MED-03-0254
Vandalia-Butler Education Association
and
Vandalia-Butler City Schools

The above-referenced parties have reached and ratified a negotiated agreement.
An original of the Master Agreement is enclosed.

Sincerely,

George Bozovich
Labor Relations Consultant

Enc.

/mc

