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MASTER AGREEMENT
BETWEEN
THE VINTON LOCAL TEACHERS ASSOCIATION
AND
THE VINTON LOCAL BOARD OF EDUCATION

EFFECTIVE
JULY 1, 2014 - JUNE 30, 2017

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

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ARTICLE 1
RECOGNITION

1.01 The Vinton County Local Board of Education, hereinafter referred to as the "Board" recognizes the Vinton Local Teachers Association, OEA/NEA, hereinafter referred to as the "Association" as the sole and exclusive representative of the teaching personnel as defined in paragraph 1.02.

1.02 The Association shall be the sole and exclusive bargaining representative for all full-time and part-time certificated teaching personnel (hereinafter referred to as members of the bargaining unit) including guidance personnel, nurses employed by the Board, librarians, and speech and hearing therapists.

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

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

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

1.03 It is agreed by both parties that all members of the bargaining unit shall have the right to join or refrain from joining the Association and/or its affiliates.

1.04 This recognition shall remain in effect for the length of this current Agreement and/or any extension thereof mutually agreed to by the Board and the Association.

1.05 This recognition may be challenged in accordance with the provisions of Section 4117.07 (1) ORC.

1.06 The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Ohio and the United States.

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

ARTICLE 2
NEGOTIATIONS PROCEDURES

2.01 SCOPE OF NEGOTIATIONS

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

2.02 REQUEST FOR MEETING

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

2.03 NEGOTIATION TEAMS

- A. Each party may have a maximum of nine (9) members at the negotiations table.
- B. Neither party shall attempt to influence or interfere with the selection of the other party's negotiating team.
- C. Either team may call upon the use of consultants to assist in negotiations. Any expense incurred through the use of consultants shall be borne by the requesting party.
- D. Each bargaining team shall be clothed with the authority to make proposals, counterproposals, and to arrive at a tentative agreement on all issues submitted for negotiations.

2.04 NEGOTIATION MEETINGS

- A. Prior to and during the period of bargaining, each party will provide the other, upon reasonable request, (ten (10) working days) relevant data and supporting information concerning the issues under consideration.

- B. Bargaining sessions will last from one (1) to three (3) hours. These limits may be modified by mutual agreement. Each meeting shall include the establishment of an agreed upon time and place for the next meeting.
- C. The negotiator for either group may caucus his/her group for independent discussions at any time. A caucus shall be no longer than thirty (30) minutes except by mutual agreement.
- D. All releases to the news media during negotiations shall be mutually agreed upon before release.

2.05 NEGOTIATIONS

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

The parties shall utilize a modified Interest Based Bargaining process in lieu of traditional bargaining.

2.06 AGREEMENT

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

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

The Agreement shall be signed by both parties.

2.07 DISAGREEMENT

In the event the parties are unable to reach agreement upon the expiration of the current contract, the expiration date of the contract may be extended by mutual consent. Either party may declare impasse and request that all unresolved issues be submitted to mediation. Upon receipt of a written request by either party that an impasse has been declared, within five (5) calendar days, a joint request signed by the President of the Association, or his/her designee, and the local Superintendent, or his/her designee, shall be submitted to the Federal Mediation and Conciliation Service to appoint a mediator to assist in the resolution of all remaining issues. In the event agreement is not reached

through mediation within twenty-one (21) calendar days and it appears that no more meaningful discussions can be accomplished, the Association may initiate the provisions of Section 4117.14 (D-2) of the Ohio Revised Code.

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

ARTICLE 3
ASSOCIATION RIGHTS

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

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

ARTICLE 4
MAINTENANCE OF STANDARDS

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

ARTICLE 5
GRIEVANCE PROCEDURE

5.01 GRIEVANCE DEFINED

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

5.02 GENERAL PROVISIONS

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

5.03 INFORMAL LEVEL

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

5.04 PROCEDURE

A. LEVEL I

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

B. LEVEL II

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

C. LEVEL III

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

D. LEVEL IV

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

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

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

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

ARTICLE 6
LABOR MANAGEMENT COMMITTEE

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

ARTICLE 7
TEACHERS' WORK DAY

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

ARTICLE 8
DUTY-FREE LUNCH

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

ARTICLE 9
TEACHING ENVIRONMENT

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

ARTICLE 10
INSTRUCTIONAL MATERIALS AND SUPPLIES

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

ARTICLE 11
CLASS SIZE AND COMPOSITION

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

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

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

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

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

lose his/her planning time, the teacher will be granted an additional sum of \$9.15 per hour, not to exceed \$36.60 total compensation per day. If special service teachers, such as art, physical education, music, learning disabilities, or other Board appointed special service teachers, are absent, teachers will be required to keep their classes intact and will be reimbursed at the above mentioned rate.

C. Definitions:

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

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

11.05 The teacher will complete a form with a copy provided to the teacher indicating the date and circumstances of the occurrence and the teacher will sign the form. Then, the building administrator will approve and forward the form to the Vinton County Local Board of Education Treasurer's Office before payment will be made to the teacher on the first paycheck of the following month. Any occurrence that occurs five (5) days prior to that pay day will be made on the following month's paycheck.

11.06 "Class" means a group of students who are the assigned responsibility of a teacher for a specific period of time.

ARTICLE 12
STUDENT INTERNS

12.01 Criteria to accept an intern will include:

- A. A minimum of five (5) years of teaching experience in the same assignment;
- B. Master's Degree;
- C. K-3 accepting teachers must have a reading endorsement on license; and
- D. A minimum rating of "skilled" on the OTES performance rubric / final summative evaluation.

12.02 Supervisory teachers will have an indication of a wide knowledge in the area of curriculum development and general leadership in the school situation and must have completed appropriate district-approved training.

12.03 Participation as a supervising teacher shall be strictly voluntary.

12.04 Supervising teachers will be provided information on the intern. This will be of similar type as would be requested on an employment application.

12.05 No intern will substitute in a class, nor will any supervising teacher be utilized as a regular full substitute while he/she has an intern. A supervising teacher could be used in an emergency situation.

12.06 No supervising teacher shall be assigned more than one (1) intern during a school year.

ARTICLE 13
PROFESSIONAL BEHAVIOR

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

ARTICLE 14
DRUG-FREE WORKPLACE

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

ARTICLE 15
COMPLAINTS AGAINST MEMBERS OF THE PROFESSIONAL STAFF

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

ARTICLE 16
PERSONNEL FILES

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

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

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

ARTICLE 17
MEDICAL EXAMINATIONS

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

ARTICLE 18
SCHOOL CALENDAR

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

ARTICLE 19
FACULTY MEETINGS

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

ARTICLE 20
PARENT-TEACHER CONFERENCES

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

ARTICLE 21
IN-SERVICE TRAINING

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

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

ARTICLE 22
CONTRACTS

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

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

ARTICLE 23
CONTRACT STATUS OF TEACHERS

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

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

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

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

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

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

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

23.03 Rehiring of Retired Teachers

Retired teachers shall be hired on the following terms:

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

ARTICLE 24
PROFESSIONAL EVALUATION PROCEDURE

24.01 A standards-based teacher evaluation program which conforms to the framework for evaluation of teachers as approved by the State Board of Education has been implemented by the parties. The Board's policy for teacher evaluation was developed in consultation with teachers and aligns with the *Standards for the Teaching Profession* as set forth in State law and the ODE framework as it existed on April 26, 2014.

24.02 Definition of "Teacher"

Notwithstanding Ohio Revised Code § 3319.09, this Article applies to District employees who meet one of the following categories:

- A. A teacher working under a license issued under Ohio Revised Code (ORC) Sections 3319.22, 3319.26, 3319.222 or 3319.226 who spends at least 50% of his/her time providing student instruction; or
- B. A teacher working under a permanent certificate issued under ORC 3319.222 as existed prior to September 2003 who spends at least 50% of his/her time providing student instruction; or
- C. A teacher working under a permanent certificate issued under ORC 3319.222 as it existed prior to September 2006 who spends at least 50% of his/her time providing student instruction.

This Article does not apply to substitute teachers.

24.03 Assigning an Effectiveness Rating

- A. Each formal evaluation will result in an effectiveness rating of "Accomplished," "Skilled," "Developing," or "Ineffective." 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 multiple measures of student growth. The teacher effectiveness rating will be assigned in accordance with the Ohio Teacher Evaluation System (OTES) framework as it existed on April 26, 2014.

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

- B. Student Growth Measures (50%)
 - 1. Student academic growth will be measured through the inclusion of value-added scores where value-added scores are available from the Ohio Department of Education (ODE). Value-added scores shall count for

50% of the student growth measure during the 1st year of implementation.

2. The District may administer assessments chosen from the Ohio Department of Education's assessment list for teachers of subjects where value-added scores are not available and/or local measures of student growth using state-designed criteria and guidance. State-approved vendor assessments shall count for 50% of the student growth measure.
3. For those grades/subjects not having Value-Added scores nor vendor assessment scores, the District may use LEA-Determined Measures such as:
 - a. Student Learning Objectives (SLOs)
 1. District-approved, locally developed assessments
 2. Pre/Post Assessments
 3. End-of-Course Assessments
 4. Performance-Based Assessments
 - b. Shared attribution
 1. District/Building Value-Added (recommended if available)

In calculating student academic growth for an evaluation, a student shall not be included if the student has forty-five or more excused or unexcused absences for the school year.

C. Teacher Performance (50%)

Factors considered in assessment of teacher performance may include: Student rapport, positive learning environment, mastery of academic content, appropriate implementation of instructional and assessment strategies, collaboration and communications with school/District staff, and professional responsibility and growth.

- D. Each evaluation will consist of two (2) formal observations of the teacher at least thirty minutes each in duration, as well as classroom walkthroughs.
 1. The principal/evaluator will target to complete one observation in each semester.

2. If a teacher is not available, the principal/evaluator will accommodate the absence.
 3. If the principal/evaluator has concern(s) that may lead to non-renewal, then (a) the concern(s) should be communicated to the teacher as early as possible, and (b) the second observation should occur as early in the second semester as possible.
 4. Upon written request to the Superintendent by the teacher, an additional observation by a supervisor or credentialed administrator who did not conduct any of the previous observations will be conducted. This observation will be added to other observations and included in the final summative evaluation. The request for an additional observation should be received by the Superintendent within ten (10) school days of the prior observation. Within ten (10) school days of the request, the Superintendent will notify the teacher requesting the additional observation that an evaluator has been appointed, and who the evaluator shall be. The additional observation shall be conducted within ten (10) days of such notification.
 5. The use of eavesdropping and listening over the PA system shall be prohibited.
- E. Each teacher shall be evaluated at least once each school year, except as otherwise provided by statute and this Article. The evaluation will be completed by May 1st and each teacher will be provided a written report of the results of his/her evaluation by May 10th.
- F. The administrator conducting the evaluation shall provide that each evaluation is submitted to the teacher for his/her acknowledgement by written receipt. If signed, by the teacher, the receipt is to be sent to the Superintendent as soon as received.

24.04 Observations of Limited/Extended Limited Contract Teacher Under Consideration for Non-Renewal

Each teacher on a limited contract or extended limited contract who is under consideration for nonrenewal shall have at least three (3) formal observations per annual evaluation.

24.05 Observations of Teachers Receiving a Rating of "Accomplished"

The Board may elect, by adoption of a resolution, to require only one formal observation of a teacher who received a rating of "accomplished" on the teacher's most recent evaluation conducted under this Article, provided that the teacher completes a project that has been approved by the Board to demonstrate the teachers continued growth and practice at the "accomplished" level.

24.06 General Provisions

- A. It is the purpose of the program of staff assessment to:
 - 1. improve the quality of instruction students receive;
 - 2. improve student learning;
 - 3. strengthen professional competence; and
 - 4. inform employment decisions (retention, promotion, and removal of poorly performing teachers).
- B. The staff evaluation program shall aim at the early identification of specific areas in which the individual professional staff member needs help so that appropriate assistance may be provided or arranged for. An evaluator offering suggestions for improvement to a professional staff member shall not release that professional staff member from the responsibility to improve.
- C. The Superintendent shall annually cause to be filed a report to the Department of Education the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating as set forth above, aggregated by teacher preparation programs from which and the years in which the teachers graduated.
- D. If a professional staff member, after receiving a reasonable degree of assistance, fails to perform his/her assigned responsibilities in a satisfactory manner, dismissal or non-renewal procedures may be invoked. In such an instance, all relative evaluation documents may be used in the proceedings.
- E. Seniority shall not be the basis for a decision to retain a teacher, except when making a decision between teachers who have comparable evaluations.
- F. Teachers with rating of "Ineffective"
 - 1. Beginning 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 this Article for two of the three most recent school years must register for and take all written examinations of content knowledge selected by the Department of Education to determine expertise to teacher that core subject area and the grade level which the teacher is assigned.
 - 2. If a teacher who takes the examination set forth above passes that examination and provides proof to the Board of same shall be required, at his/her expense, to complete professional development that is targeted to the deficiencies identified in the teacher's evaluations conducted in accordance with this Article. The receipt by the teacher of a rating of "ineffective" on the teacher's next evaluation after completion of professional development or the failure of the teacher to complete

professional development shall be grounds for termination of the teacher under Ohio Revised Code Section 3319.16.

3. If the teacher passes the examination set forth above and provides proof of passage to the Board, he/she will not be required to take such examination again for three years, regardless of the teacher's evaluation ratings or the performance index score ranking of the building in which the teacher teaches. No teacher shall be responsible for the cost of taking an examination as set forth above.

24.07 Credentialed Evaluators

The Board will adopt a list of approved credentialed evaluators. Each teacher evaluation conducted under this Article shall be conducted by a person: 1) who is eligible to be an evaluator in accordance with ORC 3319.111(D); and 2) who holds a credential established by ODE for being an evaluator. Every evaluator must complete state-sponsored evaluation training and is required to pass an online credentialing assessment.

24.08 Professional Growth and Improvement Plans

- A. Teachers must develop professional growth or improvement plans based on the Evaluation Matrix. Teachers who meet **Above-Expected** levels of student growth must develop a professional growth plan and choose their credentialed evaluator for the evaluation cycle from the Board-approved list.
- B. Teachers who meet **Expected** levels of student growth must develop a professional growth plan collaboratively with a credentialed evaluator for the evaluation cycle from the Board-approved list. The teacher will have input on the selection of a credentialed evaluator for the evaluation cycle.
- C. Teachers who meet **Below-Expected** levels of student growth must comply with an improvement plan developed by the credentialed evaluator assigned by the Superintendent/designee for the evaluation cycle from the Board-approved list.

24.09 This Article does not apply to teacher supplemental contracts, or teachers employed as substitutes or to any person employed under a teacher license/certificate who spends less than fifty percent (50%) of his/her time providing student instruction.

ARTICLE 25
DISCIPLINARY ACTION AGAINST MEMBERS OF THE
PROFESSIONAL STAFF

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

ARTICLE 26
FAIR DISMISSAL

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

26.02 TERMINATION OF EXISTING CONTRACTS

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

26.03 NONRENEWAL OF A TEACHER'S LIMITED CONTRACT

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

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

ARTICLE 27

TRANSFERS AND PROMOTIONS TO VACANT OR NEW POSITIONS

27.01 PROMOTIONS TO VACANT OR NEW SUPERVISORY POSITIONS

A. The Board declares its support of a policy of filling vacancies in supervisory positions from within its own teaching staff, provided that they have satisfactory qualifications and certification as determined by the Superintendent.

B. When new positions or vacancies in supervisory positions occur, the Superintendent shall post notice of the position with the job title on a bulletin board in each school building for five (5) working days before the position is filled. Notification of such vacancy will be sent to the Association President.

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

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

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

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

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

27.02 VOLUNTARY TRANSFER

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

- A. Individual qualifications;
- B. Instructional requirements;
- C. Staff availability and experience;
- D. Seniority in the district, where the foregoing factors are substantially equal among two (2) or more applicants for voluntary reassignment or transfer.

27.03 VACANCIES

- A. All teaching vacancies shall be posted in the Board of Education Building and in the schools not later than five (5) working days following the Board action. Each posting shall contain the following information: job title, school location, grade level, and certification required. Teachers who desire a change in grade and/or subject assignment, or who desire a transfer to another building, shall so indicate in writing on a request form to be provided by the Board within five (5) working days of the posting of the vacancy.
- B. The Superintendent shall consider such requests in accordance with the criteria specified in paragraph 27.02 A above.
- C. During the summer months, the Superintendent's office will notify the VLTA President of any new or vacant positions as they occur. New positions or vacancies shall be posted as they occur on the district's designated telephone number.

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

27.04 INVOLUNTARY TRANSFER

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

27.05 TRANSFER

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

ARTICLE 28
REDUCTION IN FORCE

- 28.01 A reasonable reduction in instructional staff members may be made for any of the following reasons:
- A. A substantial decrease or loss of funds available to the Board.
 - B. A substantial reduction in pupil enrollment.
 - C. The discontinuance of a particular type of teaching service or program, providing that such a discontinuance is not for arbitrary or discriminatory reasons.
 - D. Changes in school district size which would reasonably require staff reductions.
 - E. The return to service of a teacher from a leave of absence.
 - F. Financial reasons. ("Financial reasons" shall remain in this contract so long as the Revised Code contains "financial reasons" as a permissible reason for reduction in force for teachers.)
- 28.02 If the Board is contemplating the layoff of any teachers, it will so notify the Association at least sixty (60) days before the proposed effective date of the layoff, except in cases of emergency. Such notice will be in writing and will include the specific positions to be affected, the proposed time schedule, and the reasons for the proposed action. Within ten (10) days after receiving the aforesaid notice, the Board will, if requested to do so, enter into negotiations with the Association regarding the need for, manner of implementation and impact of, and other aspects of the contemplated layoffs and will in connection therewith make available to the Association, at Board expense, all relevant data. Any teacher who is laid off will be notified in writing at least thirty (30) days before the effective date of the layoff, except in cases of emergency. Such notice will include the proposed time schedule and the reasons for the proposed action.
- 28.03 Reduction in force shall occur by suspension of contract. Bargaining unit members shall be laid off in accordance with the recommendation of the Superintendent within areas of licensure/certification as follows:
- A. The first to be laid off shall be any teacher who was rated on his/her last evaluation rating by the principal/evaluator (without any student growth measure included) as "ineffective."
 - B. Next to be laid off shall be any teacher who was rated on his/her last evaluation rating by the principal/evaluator (without any student growth measure included) as "developing" and who has an improvement plan.

- C. All other teachers rated by the principal/evaluator as “developing” but not on an improvement plan, “skilled,” or “accomplished” shall be considered comparable and shall be laid off in reverse seniority order, with the least senior member laid off first, etc. Seniority shall be calculated in accordance with Section 28.04.

28.04 A teacher who is notified that he/she is to be laid off under 28.03 C. above will have the right to displace any less senior teacher whose work he/she is certificated to perform. Written notice of intent to exercise this right must be given to the Superintendent, with a copy to the Association, within ten (10) days after a teacher is notified that he/she is to be laid off. Within ten (10) days after he/she receives such notification, the Superintendent will notify the less senior teacher that he/she is to be displaced.

- A. A teacher who displaces another teacher will be placed on the proper step of the salary schedule for the new position according to his/her experience and education and will retain all of his/her accrued benefits.
- B. A teacher who is to be displaced pursuant to this Section will have the same displacement rights vis-à-vis (vis-a-via) less senior teachers as a teacher who is to be laid off pursuant to Section A above.

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

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

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

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

The list shall include the following information:

1. Teacher’s name
2. Date of most recent initial employment

3. Contract status
 4. Areas of certification/ licensure
 5. Employment status
- 28.07 A. If there is a vacancy in a bargaining unit position, laid-off teachers who are certificated to perform the work in question will be recalled in reverse order of lay off. A teacher laid off with an evaluation rating of “ineffective” (without any student growth measure included) shall at his/her own expense take the ODE content test for his/her area of teaching assignment. If the teacher does not pass the content test, the teacher shall not be eligible for recall. If the teacher passes the content test, then the teacher is eligible for recall. Any recall of a teacher who was laid off with an evaluation rating of “ineffective” (without any student growth measure included) shall only be recalled at the beginning of a school year and not during a school year. Recall shall be on a one-year probationary contract.
- B. If a laid-off teacher has been recalled to a position other than that which he/she held immediately prior to his/her layoff, he/she will remain eligible for recall in accordance with the provisions above.
- C. Notice of recall will be given by registered mail to the last address given to the Board by a teacher. A copy of the notice of recall will be given to the Association. If a teacher fails to respond in writing within ten (10) days after receipt of the above notice of recall, he/she will be deemed to have refused the position offered.
- D. A teacher who is laid-off will remain on the recall list for twenty-four (24) months after the effective date of his/her layoff unless he/she:
1. waives his/her recall rights in writing,
 2. resigns,
 3. fails to accept recall to the position that he/she held immediately prior to layoff or to a substantially equivalent position,
 4. fails to report to work in a position that he/she has accepted within ten (10) days after receipt of the notice of recall unless such employee is sick or injured and so verifies in writing. If a teacher has secured temporary employment elsewhere, he/she will be allowed two (2) days additional time before being required to report to work.
- E. While on layoff, a teacher will have the option to remain an active participant in fringe benefit programs by contributing thereto the amount he/she would have been required to contribute if actively employed.
- 28.08 All benefits to which a teacher was entitled at the time of his/her layoff, including unused accumulated sick leave will be restored to him/her upon his/her return to active

employment, and will be placed on the proper step of the salary schedule for his/her experience and education. A teacher will not receive increment credit for time spent on layoff nor will such time count toward fulfillment of time requirements for acquiring tenure.

28.09 No vacancy in a bargaining unit position will be filled by the Board until the procedures set forth in this Article have been complied with.

ARTICLE 29
LEAVE PROVISIONS

29.01 SICK LEAVE

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

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

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

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

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

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

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

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

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

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

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

29.02 MILITARY LEAVE

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

29.03 JURY DUTY LEAVE

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

29.04 PROFESSIONAL LEAVE

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

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

29.05 ASSOCIATION LEAVE

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

29.06 LEAVE OF ABSENCE

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

to pay the premiums on the designated date(s) shall result in the loss of insurance coverage.

- D. Upon the return to service of a teacher at the expiration of a leave of absence, he shall resume the contract status which he held prior to such leave.

29.07 PERSONAL LEAVE

- A. At the beginning of each school year, each certificated employee shall be entitled to three (3) days to be used as personal leave in accordance with provisions below. Such leave as specified in this policy shall be non-accumulative. Approval shall be given within 24 hours of request, if possible.
- B. An individual planning to use such leave should notify his immediate superior of such intent at least three (3) days in advance of using it. The application form must be completed and approved by the immediate superior prior to taking personal leave. However, in the case of an emergency situation, notification of the immediate superior should be as soon as possible and the application form can be completed upon return to school.
- C. Personal leave days shall not be used consecutively except in an emergency situation. Also, two (2) days of personal leave may be requested on consecutive work days. If approved, all three (3) personal leave days of the teacher will be used in exchange for permission being granted to use two (2) consecutive personal leave days. (Thus, if one (1) personal leave day has already been used in any school year, then the teacher may not request two (2) consecutive days of personal leave.) Personal leave days shall not be used on any school day immediately preceding or following any holiday period.
- D. Personal leave shall be granted to conduct personal matters which cannot be handled except during school hours.

- E. Personal Leave Incentive

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

Cash in 3 days:	\$275.00
Cash in 2 days:	\$175.00
Cash in 1 day:	\$100.00

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

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

29.08 COURT LEAVE

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

29.09 ASSAULT LEAVE

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

**ARTICLE 30
INSURANCE PROGRAMS**

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

30.02 The following employee premium cost sharing shall apply:

SCHOOL YEAR	SINGLE	FAMILY
1996-1997	\$15.77 per month*	\$42.63 per month*
1997-1998	\$20.76 per month*	\$56.10 per month*
1998-1999	\$11.86 per month	\$32.06 per month
1999-2000	\$16.36 per month	\$44.06 per month
2000-2001	\$16.36 per month	\$44.06 per month
2001-2002	\$16.36 per month	\$44.06 per month
2002-2003	7.5% of the total cost**	7.5% of the total cost**
2003-2004	7.5% of the total cost**	7.5% of the total cost**
2004-2005	7.5% of the total cost**	7.5% of the total cost**
2005-2006	7.5% of the total cost**	7.5% of the total cost**
2006-2007	7.5% of the total cost**	7.5% of the total cost**
2007-2008	7.5% of the total cost**	7.5% of the total cost**
2008-2009	7.5% of the total cost**	7.5% of the total cost**
2009-2010	7.5% of the total cost**	7.5% of the total cost**
2010-2011	10% of the total cost**	10% of the total cost**
2011-2012	11% of the total cost**	11% of the total cost**
2012-2013	12% of the total cost**	12% of the total cost**
2013-2014	13% of the total cost**	13% of the total cost**
2014-2015	13% of the total cost**	13% of the total cost**
2015-2016	13% of the total cost**	13% of the total cost**
2016-2017	13% of the total cost**	13% of the total cost**

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

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

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

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

30.05 Forty five thousand dollar (\$45,000) term life insurance policy for employee, effective July 1, 2014.

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

- 30.07 Carriers for the insurance coverage in this Article (Article 30) must be mutually agreeable to both the Board of Education and the VLTA.
- 30.08 Any teacher who is employed less than full-time shall contribute the employee's share of the insurance premium and a pro-rata portion of the health insurance costs based upon the percentage of time worked. For example, a teacher who is employed half-time would pay the employee's share of the premium plus one-half of the Board's share, and a teacher who is employed on a 60% basis would pay the employee's share plus 40% of the Board's share. The effective date of 30.08 shall be July 1, 2012.
- 30.09 The Board's contribution to eligible employees' Health Savings Accounts shall be the following percentages of each employee's health insurance deductible:
- | | |
|---------|-----|
| 2011-12 | 84% |
| 2012-13 | 83% |
| 2013-14 | 82% |
- 30.10 There shall be a cap on the Board's share of the insurance premium increase between each insurance plan year. The cap shall be fourteen percent (14%) for January 1, 2015, twelve percent (12%) for January 1, 2016, and ten percent (10%) for January 1, 2017, and in each insurance plan year thereafter. Should the Board's insurance premium increase be greater than the cap, a committee of Association and Board representatives shall be formed to recommend to the Board adjustments to the schedule of benefits or otherwise change the plan and/or the insurance carrier so that the increase shall be held to the cap. Should the committee be unable to recommend an adjustment for the Board to act upon to hold the increase to the cap, the Board will implement adjustments to hold the increase to the cap and to provide insurance for all bargaining unit members.
- 30.11 Health Insurance Opt-Out Incentive Plan
- A. Eligible Participants
- Full time bargaining unit members who are currently insured under the health insurance plan provided in this Agreement and, who may be insured under another health insurance plan, may elect to opt-out of the Board-approved health insurance plan for the following school year by completing the Application For Participation In Health Insurance Conservation Incentive Plan. The Board will make the triplicate copy form available to bargaining unit members. This form will be filled out by the bargaining unit member and delivered to the Treasurer's office for the Treasurer's signature and date stamp by the final work day of the school year. New teachers hired over the summer must fill out the form and deliver to the Treasurer's office for the Treasurer's signature by the date the new employee signs his/her contract. The bargaining unit member shall deliver one copy to the Association President, and shall retain a copy.
- B. Each eligible bargaining unit member electing to opt-out of (waive) the Board-approved health insurance plan shall receive an incentive payment equal to two thousand three hundred dollars (\$2,300). To be eligible, a bargaining unit member must produce (if requested) a copy of the opt-out request form with a

timely date stamp of the Treasurer's office. A bargaining unit member will be paid an amount for the insurance opt-out with a reduction of one hundred and ninety-one dollars and 66 cents (\$191.66) for each month that an employee delayed in filing the required opt-out request form with the Treasurer's office. A bargaining unit member may not grieve any failure to pay an opt-out or failure to pay the full opt-out amount, unless he/she or the Association President can produce a copy of the request form with the two necessary signatures and a timely date stamp.

C. Involuntary Changes In Insured Status

Any eligible bargaining unit member who elected to opt-out of the health insurance plan provided by this Agreement who involuntarily loses other insurance coverage through the unemployment of spouse, death of spouse, or divorce from spouse will be permitted to enroll in the Board approved health insurance plan(s). Notice of intent to enroll will be provided to the Treasurer not later than the third Monday of the month following a qualifying event with coverage to be effective the first day of the following month.

D. Voluntary Changes in Insured Status

Subject to provisions of paragraph C above, any bargaining unit member who elected to opt-out of the Board approved health insurance plan provided in this Agreement may enroll in the Board approved health insurance plan(s) during the next annual enrollment period. Any such members shall notify the Treasurer that he/she intends to re-enroll in the Board approved health insurance plan(s).

E. Reimbursement Date

Eligible members opting-out of the health insurance plan provided in this Agreement shall be reimbursed in accordance with the provisions of paragraph B above in a lump sum payment the second pay in June on an annual basis.

F. These waivers of coverage shall be treated as part of the District's qualified cafeteria plan subject to Section 125 of the Internal Revenue Code and shall be subject to all its requirements.

G. Retired teachers who are rehired shall opt-out of insurance coverage pursuant to paragraph B above or shall request the Board to pay a share of the cost of an STRS family or single plan, which share shall be the same percentage as the Board pays for other teachers' insurance costs.

30.12 An Ad Hoc Insurance Committee, composed of the Association President; two (2) Association members appointed by the Association President; the Superintendent; and two (2) administrators appointed by the Superintendent; shall be appointed specifically for the purpose of reviewing the present insurance plan(s) to make recommendations to the members of the Association and the Board for approval cost containment provisions designed to either stabilize and/or reduce the current cost of insurance.

- 30.13 The Board shall implement a Section 125 Plan to enable employees to pay for their premium contribution with pre-tax dollars.

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

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

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

ARTICLE 32
PAYROLL DEDUCTIONS AND PAYROLL

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

ARTICLE 33
TRANSPORTATION REIMBURSEMENT FOR TRAVELING TEACHERS

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

ARTICLE 34
TUITION REIMBURSEMENT

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

ARTICLE 35
SEVERANCE PAY

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

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

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

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

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

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

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

ARTICLE 36
SALARY - REGULAR

36.01 Wages

2014-15	2.00% increase on base salary; no freeze on step increases
2015-16	1.5% increase on base salary; no freeze on step increases
2016-17	1.5% increase on base salary; no freeze on step increases

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

1996-97 school year - \$19,500
1997-98 school year - \$20,000
1998-99 school year - \$20,600
1999-00 school year - \$21,218
2000-01 school year - \$21,855
2001-02 school year - \$22,838
2002-03 school year - \$23,752
2003-04 school year - \$24,465
2004-05 school year - \$25,444
2005-06 school year - \$26,207
2006-07 school year - \$26,731
2007-08 school year - \$27,533
2008-09 school year - \$28,084
2009-10 school year - \$28,645
2010-11 school year - \$28,931
2011-12 school year - \$29,220
2012-13 school year - \$29,585
2013-14 school year - \$30,029
2014-15 school year - \$30,630
2015-16 school year - \$31,089
2016-17 school year - \$31,555

SALARY SCHEDULE:

**VINTON COUNTY LOCAL SCHOOLS
2014-15 SALARY SCHEDULE**

Base Salary 30,630

SALARY SCHEDULE:

STEP	BA	5 YR	MA	MA +15	MA +30
0-3	34,121	35,837	38,134	38,934	39,334
4	35,285	37,184	39,665	40,465	40,865
5	36,449	39,880	42,728	43,528	43,928
6	38,777	41,227	44,260	45,060	45,460
7	39,941	42,575	45,791	46,591	46,991
8	41,105	43,923	47,323	48,123	48,523
9	42,269	45,271	48,854	49,654	50,054
10	43,433	46,618	50,386	51,186	51,586
11	45,761	49,314	53,449	54,249	54,649
12	46,925	50,661	54,980	55,780	56,180
13	48,088	52,009	56,512	57,312	57,712
14	49,252	53,357	58,043	58,843	59,243
15	50,416	54,704	59,575	60,375	60,775
16	50,416	54,704	59,575	60,375	60,775
17	50,416	54,704	59,575	60,375	60,775
18	50,416	54,704	59,575	60,375	60,775
19	50,416	54,704	59,575	60,375	60,775
20	52,438	56,879	61,964	62,764	63,164
21	52,438	56,879	61,964	62,764	63,164
22	52,438	56,879	61,964	62,764	63,164
23	52,438	56,879	61,964	62,764	63,164
24	52,438	56,879	61,964	62,764	63,164
25	52,928	57,430	62,546	63,346	63,746
26	52,928	57,430	62,546	63,346	63,746
27	53,188	57,706	62,852	63,652	64,052
28	53,188	57,706	62,852	63,652	64,052
29	53,449	57,982	63,158	63,958	64,358
30+	53,449	57,982	63,158	63,958	64,358

SALARY SCHEDULE:

**VINTON COUNTY LOCAL SCHOOLS
2015-16 SALARY SCHEDULE**

Base Salary 31,089

SALARY SCHEDULE:

STEP	BA	5 YR	MA	MA +15	MA +30
0-3	34,634	36,375	38,706	39,506	39,906
4	35,815	37,743	40,261	41,061	41,461
5	36,996	40,478	43,370	44,170	44,570
6	39,359	41,846	44,924	45,724	46,124
7	40,541	43,214	46,479	47,279	47,679
8	41,722	44,582	48,033	48,833	49,233
9	42,903	45,950	49,588	50,388	50,788
10	44,085	47,318	51,142	51,942	52,342
11	46,448	50,054	54,251	55,051	55,451
12	47,629	51,422	55,806	56,606	57,006
13	48,810	52,790	57,360	58,160	58,560
14	49,992	54,158	58,915	59,715	60,115
15	51,173	55,526	60,469	61,269	61,669
16	51,173	55,526	60,469	61,269	61,669
17	51,173	55,526	60,469	61,269	61,669
18	51,173	55,526	60,469	61,269	61,669
19	51,173	55,526	60,469	61,269	61,669
20	53,225	57,733	62,894	63,694	64,094
21	53,225	57,733	62,894	63,694	64,094
22	53,225	57,733	62,894	63,694	64,094
23	53,225	57,733	62,894	63,694	64,094
24	53,225	57,733	62,894	63,694	64,094
25	53,723	58,293	63,485	64,285	64,685
26	53,723	58,293	63,485	64,285	64,685
27	53,987	58,573	63,796	64,596	64,996
28	53,987	58,573	63,796	64,596	64,996
29	54,251	58,852	64,106	64,906	65,306
30+	54,251	58,852	64,106	64,906	65,306

SALARY SCHEDULE:

**VINTON COUNTY LOCAL SCHOOLS
2016-17 SALARY SCHEDULE**

Base Salary 31,555

SALARY SCHEDULE:

STEP	BA	5 YR	MA	MA +15	MA +30
0-3	35,153	36,920	39,286	40,086	40,486
4	36,352	38,308	40,864	41,664	42,064
5	37,551	41,085	44,020	44,820	45,220
6	39,949	42,473	45,597	46,397	46,797
7	41,148	43,862	47,175	47,975	48,375
8	42,347	45,250	48,753	49,553	49,953
9	43,546	46,639	50,331	51,131	51,531
10	44,745	48,027	51,909	52,709	53,109
11	47,144	50,804	55,064	55,864	56,264
12	48,343	52,193	56,642	57,442	57,842
13	49,542	53,581	58,220	59,020	59,420
14	50,741	54,969	59,797	60,597	60,997
15	51,940	56,358	61,375	62,175	62,575
16	51,940	56,358	61,375	62,175	62,575
17	51,940	56,358	61,375	62,175	62,575
18	51,940	56,358	61,375	62,175	62,575
19	51,940	56,358	61,375	62,175	62,575
20	54,023	58,598	63,836	64,636	65,036
21	54,023	58,598	63,836	64,636	65,036
22	54,023	58,598	63,836	64,636	65,036
23	54,023	58,598	63,836	64,636	65,036
24	54,023	58,598	63,836	64,636	65,036
25	54,528	59,166	64,436	65,236	65,636
26	54,528	59,166	64,436	65,236	65,636
27	54,796	59,450	64,752	65,552	65,952
28	54,796	59,450	64,752	65,552	65,952
29	55,064	59,734	65,067	65,867	66,267
30+	55,064	59,734	65,067	65,867	66,267

SALARY SCHEDULE INDEX

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

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

36.04 INDEX

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

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

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

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

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

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

ARTICLE 37
SALARY - SUPPLEMENTAL

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

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

POSITION	0-2 yrs	3-4 yrs	5+ yrs
Assistant H.S. Band Director (1)	9.8	10.3	10.8
Audiovisual (1)	3.0	3.5	4.0
Baseball - Head Varsity (1)	9.8	10.3	10.8
Baseball - Varsity Assistants (2)	5.0	5.5	6.0
Basketball - Head Varsity +1500	20.0	20.5	21.0
Basketball - Varsity Assistants (4)	9.8	10.3	10.8
Cheerleader Advisor - Head (1)	6.0	6.5	7.0
Cheerleader Advisor - Assistant (1)	3.5	4.0	4.5
County Instructional Music Coordinator (1)	7.0	7.5	8.0
Cross Country (1) H.S. & Jr. Hi	9.8	10.3	10.8
Department Chairs	1.0	1.5	2.0
Director - Play, Musical, Variety (1)	5.0	5.5	6.0
FFA Advisor (1)	2.0	2.5	3.0
FHA Advisor (1)	2.0	2.5	3.0
Flag Corp. Advisor (1)	3.5	4.0	4.5
Football - Head Varsity (1) +1500	20.0	20.5	21.0
Football Varsity Assistants (5)	9.8	10.3	10.8
French Club Advisor (1)	2.0	2.5	3.0
Golf - Head (1)	5.0	5.5	6.0
HS National Honor Society (1)	2.5	3.0	3.5
HS Student Council (1)	2.0	2.5	3.0
Jr. High Athletic Director	\$1,000.00 per year		
Jr. High Academic Club (1)	1.0	1.5	2.0
Jr. High Basketball - 7th (2)	8.8	9.3	9.8
Jr. High Basketball - 8th (2)	8.8	9.3	9.8
Jr. High Cheerleader Advisor (1)	2.0	2.5	3.0
Jr. High Football - 7th (1) Head	8.8	9.3	10.3
Jr. High Football - 7th (1) Asst.	5.0	5.5	6.0
Jr. High Football - 8th (1) Head	8.8	9.3	10.3
Jr. High Football - 8th (1) Asst.	5.0	5.5	6.0
Jr. High Newspaper Advisor (1)	1.0	1.5	2.0
Jr. High Student Council (1)	2.0	2.5	3.0
Jr. High Track (2)	5.0	5.5	6.0
Jr. High Volleyball - 7th (1)	5.0	5.5	6.0
Jr. High Volleyball - 8th (1)	5.0	5.5	6.0
Jr. High Wrestling 7th & 8th (1)	8.8	9.3	10.3
Junior Class Advisor (3):			
(if 1 Advisor)	6.0	7.5	9.0
(if 2 Advisors)	3.0	3.8	4.5
(if 3 Advisors)	2.0	2.5	3.0
Majorette Advisor (1)	3.5	4.0	4.5
Newspaper Advisor (1)	3.5	4.0	4.5
Peer Tutor Coord. (not currently used)	2.0	2.5	3.0
Pep Club Advisor	2.0	2.5	3.0
Quiz Team Advisor (1)	5.0	5.5	6.0
Science Club & Olympiad Advisor (1)	4.0	4.5	5.0
Senior Class Advisor (1)	3.0	3.5	4.0
Softball - Head Varsity (1)	9.8	10.3	10.8
Softball - Varsity Assistants (2)	5.0	5.5	6.0
Sophomore Class Advisor (1)	2.0	2.5	3.0
Spanish Club Advisor (1)	2.0	2.5	3.0
Spec. Ed. Referral Committee (1)	2.0	2.5	3.0
Tennis - Head (1)	5.0	5.5	6.0
Theatre Manager	\$750.00 per year		
Track - Assistant (2)	5.0	5.5	6.0
Track - Head (2)	9.8	10.3	10.8
Volleyball - Assistant (2)	5.0	5.5	6.0
Volleyball - Head (1) (+\$1,500.00)	9.8	10.3	10.8
Wrestling Head	9.8	10.3	10.8
Yearbook Advisor (1)	3.5	4.0	4.5
Faculty Council (4)	1.0	1.5	2.0
Elementary Tech Resource Coordinators (5)	\$400.00 each		
Safety Patrol Coordinators (5) (Hamden, Zaleski, Wilton)	2.5	3.0	3.5
Safety Patrol Coordinators (5) (McArthur, Allensville)	5.0	5.5	6.0

**ARTICLE 38
DURATION OF CONTRACT**

38.01 EFFECTIVE DATE

This contract shall be effective from July 1, 2014 through June 30, 2017, both dates inclusive.

38.02 CONTRARY TO LAW PROVISION

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

38.03 RENEGOTIATION

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

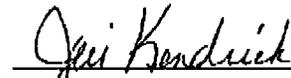
All other provisions of this contract which are not in conflict with said changes shall continue in full force and effect in accordance with their terms.

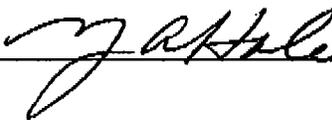
Issues pertaining to salaries, hours, terms of employment and working conditions and other concerns of the Board of Education or the Association not covered in the negotiated agreement in the school district shall be negotiated upon request by the Board of Education or the Association.

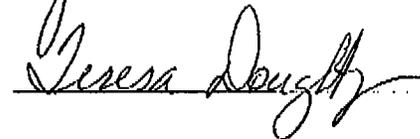
For the Board

For the Association









STEP TWO

A. Position of Grievant and/or Association _____

Signature Date

B. Date Received by Superintendent _____

C. Disposition by Superintendent _____

Signature Date

STEP THREE

A. Position of Grievant and/or Association _____

Signature Date

B. Date Received by Board President _____

C. Disposition by Board _____

Signature Date

STEP FOUR

A. Position of Association _____

Signature

Date

B. Date Submitted to Arbitration _____

C. Disposition & Award of Arbitrator _____

Signature of Arbitrator

Date of Decision

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

Observation #1 Observation #2

Teacher _____
 School _____
 Subject _____
 Grade _____

Evaluator _____
 Date & Time of Pre-Conference _____
 Date & Time of Observation _____
 Date & Time of Post-Conference _____

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

INSTRUCTIONAL PLANNING					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTIONAL PLANNING	FOCUS FOR LEARNING (Standard 4: Instruction) <i>Sources of Evidence:</i> Pre-Conference	The teacher does not demonstrate a clear focus for student learning. Learning objectives are too general to guide lesson planning and are inappropriate for the students, and/or do not reference the Ohio standards.	The teacher communicates a focus for student learning, develops learning objectives that are appropriate for students and reference the Ohio standards but do not include measurable goals.	The teacher demonstrates a focus for student learning, with appropriate learning objectives that include measurable goal(s) for student learning aligned with the Ohio standards. The teacher demonstrates the importance of the goal and its appropriateness for students.	The teacher establishes challenging and measurable goal(s) for student learning that aligns with the Ohio standards and reflect a range of student learner needs. The teacher demonstrates how the goal(s) fit into the broader unit, course, and school goals for content learning and skills.
	Evidence				
	ASSESSMENT DATA (Standard 3: Assessment) <i>Sources of Evidence:</i> Pre-Conference	The teacher does not plan for the assessment of student learning or does not analyze student learning data to inform lesson plans. The teacher does not use or only uses one measure of student performance.	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. The teacher uses more than one measure of student performance but does not appropriately vary assessment approaches, or the teacher may have difficulty analyzing data to effectively inform instructional planning and delivery.	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. 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.	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. 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.
	Evidence				

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

INSTRUCTIONAL PLANNING					
INSTRUCTIONAL PLANNING	<p>KNOWLEDGE OF STUDENTS (Standard 1: Students)</p> <p><i>Sources of Evidence:</i> Analysis of Student Data Pre-Conference</p>	<p>The teacher demonstrates a lack of familiarity with students' backgrounds and has made no attempts to find this information.</p>	<p>The teacher demonstrates some familiarity with students' background knowledge and experiences and describes one procedure used to obtain this information.</p>	<p>The teacher demonstrates familiarity with students' background knowledge and experiences and describes multiple procedures used to obtain this information.</p>	<p>The teacher demonstrates an understanding of the purpose and value of learning about students' background experiences, demonstrates familiarity with each student's background knowledge and experiences, and describes multiple procedures used to obtain this information.</p>
	<p>Evidence</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 individual students and groups of students.</p>

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

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

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

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

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