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COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

**VANLUE LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

AND THE

**VANLUE TEACHERS' ASSOCIATION
AFT/OFT
LOCAL #4690**

**EFFECTIVE
AUGUST 1, 2016
THROUGH
JULY 31, 2019**

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ARTICLE I RECOGNITION

A. *Recognition*

The Vanlue Local School District Board of Education recognizes the Vanlue Teachers' Association. AFT/OFT, as the sole and exclusive bargaining agent for all full-time and part-time certified teachers of the Vanlue Local School District. Excluded from the bargaining unit are the Superintendent, Principals, Administrators, and all other employees of the District.

B. *Definition of Terms*

The term "Board" when used herein will refer to the Vanlue Local School District Board of Education, Superintendent, Principal, and supervisory personnel as that term is defined under the provisions of the Ohio Revised Code Chapter 4117.

The term "V. T. A." when used herein will refer to the Vanlue Teachers' Association, affiliated with the Ohio Federation of Teachers and the American Federation of Teachers.

The term "teacher" when used herein will include all full-time and part-time certified teachers in the bargaining unit as defined in Section A. above.

The term "District" when used herein will refer to the Vanlue Local School District.

The term "certified" when used herein (except in Article VI, Section B. of this Agreement) will refer to a District teacher who holds a valid professional educator's certificate or license under the Ohio Revised Code 3319.22 and works in a position for which such certification/licensure is required.

The term "Superintendent" when used herein will refer to the District Superintendent.

The term "Treasurer" when used herein will refer to the District Treasurer.

ARTICLE II NEGOTIATIONS PROCEDURE

A. *Subject of Negotiations*

Representatives of the Board and the V. T. A. will negotiate in good faith all matters relating to wages, hours, terms, and conditions of employment.

B. *Requests for Negotiation*

1. If either party desires to negotiate changes in wages, hours, or other terms and conditions of employment, it will notify the other party in writing not later than two (2) months, and not earlier than six (6) months, prior to the expiration of this Agreement. Notification from the V. T. A. will be submitted to the Superintendent. Notification from the Board will be addressed to the V. T. A. President.

2. Within fifteen (15) working days after receipt of such notice, an initial meeting will be held at which the V. T. A. and the Board will submit in writing their proposals. The fifteen (15) day period may be extended by mutual agreement.
3. In the first session, proposals will be in form and detail specifying that to which agreement is sought. Topical listings of items will constitute a failure of compliance with this requirement and may be disregarded.
4. No new items may be submitted unless by mutual agreement. Any items not submitted for negotiations and in the current Agreement will remain in full force and effect in the successor agreement.

C. *Negotiation Meetings*

1. Negotiation meetings will be scheduled at the request of the parties and, until negotiations are concluded, either party may require at each meeting a decision on the date, time, and place of a subsequent meeting.
2. Meetings will be scheduled at reasonable intervals.
3. Either party may recess for caucuses.

D. *Representation*

1. Representatives of the Board will consist of not more than four (4) designees, one being the Superintendent.
2. Representatives of the V. T. A. will consist of no more than four (4) designees, one being the V. T. A. President.

E. *Information*

The Board and the V. T. A. agree to supply available public information that is specifically requested and routinely prepared.

F. *News Releases*

Neither party will make a release to the news media regarding negotiations, unless mutually prepared, so long as good-faith negotiations are in progress.

G. *Agreement*

1. Tentative agreement on negotiated items will be reduced to writing and initialed by representatives of each party.
2. Once tentative agreement is reached on all items, the entire new proposed agreement will be submitted to the membership of the V. T. A. for ratification, and then presented to the Board for ratification. If ratified, the new agreement will be signed and binding on both parties.

3. Within thirty (30) working days after signing, the Agreement will be made available to all teachers and Board members. The Board will be responsible for typing the final Agreement, and the V. T. A. will be responsible for duplication and distribution to bargaining unit personnel as well as administrative personnel and Board members, beginning with these current negotiations.

H. *Dispute Settlement Procedures*

If agreement is not reached after sixty (60) days of bargaining, either party may request mediation in an effort to reach an acceptable settlement. The teams will request a mediator from the Federal Mediation and Conciliation Service whose rules and regulation will cover the mediation.

Mediation will continue for thirty (30) days unless both parties mutually agree to extend this process.

ARTICLE III GRIEVANCE PROCEDURE

A. *Definition*

1. A grievance will mean a complaint by a teacher that (1) there is a violation, misinterpretation, or misapplication of the provisions of this Agreement, or (2) his/her health or safety is jeopardized by conditions which can be corrected by the Board.
2. A grievant will mean either (1) an individual teacher; (2) group of teachers having the same grievance; or (3) the V. T. A.
3. The term "days" when used in this Article shall, except in the case of the arbitrator's thirty (30) day limit, mean working school days, including weekdays (except holidays) during the summer recess.

B. *Procedures*

Informal: If a teacher has a complaint, he/she shall discuss it informally with the administrator directly involved. The teacher may be represented or accompanied by a V. T. A. representative.

Step 1: If the issue is not resolved informally, the teacher may, in writing, present a grievance to the administrator within twenty (20) days following the act or condition which is the basis of his/her complaint. The teacher may present the complaint personally or be represented by a V. T. A. representative. The administrator will have five (5) days to give a written decision after receipt of the grievance.

Step 2: If the grievance is not resolved at Step 1, the teacher and/or his/her V. T. A. representative may appeal to the Superintendent in writing and such writing will set forth specifically the act or condition on which the grievance was based in the first step above and the theory upon which the appeal is based. The Superintendent or his/her designated representative will communicate his/her decision in writing to the teacher within ten (10) days after receipt of the grievance. If upon receipt of the grievance either party requests a meeting, it will be scheduled within five (5) days. The Superintendent or his/her designated representative will render a decision within five (5) days after the meeting.

This provision is not intended to preclude the presentation and adjustment of a grievance in accordance with the terms of the Ohio Revised Code 4117.03 (A).

C. *Arbitration*

If the Superintendent's response does not resolve the grievance, the V. T. A. may submit the matter to an arbitrator by filing notice with the Superintendent no later than ten (10) days after the receipt of the response.

The arbitrator shall be selected from a panel of seven (7) names furnished by the Federal Mediation and Conciliation Service. Either party may reject the first panel. The arbitrator will be selected from the panel by the alternate strike method, with the party striking the first name to be determined by the flip of a coin. The administrative fee for securing a panel(s) of arbitrators shall be borne in equal shares by the Board and the V. T. A.

If a decision on a grievance is not appealed within the time limit specified at any step of the procedure, the grievance will be deemed settled on the basis of the disposition at that step and further appeal will be barred. Failure at any step to communicate the decision on a grievance within the specified time limits shall permit the grievant to appeal to the next step.

The arbitrator will issue his/her decision not later than thirty (30) days from the date of the closing of the hearing. The arbitrator will limit his/her decision strictly to the application and interpretation of the provision of this Agreement.

The decision of the arbitrator, if made in accordance with his/her jurisdiction and authority under this Agreement, will be accepted as final by the parties and both will abide by it.

The arbitrator's fee will be shared equally by both parties.

D. *No Reprisals*

The fact that a grievance is raised by a teacher, regardless of the ultimate disposition, will not be recorded in the teacher's file nor in any file or record utilized in the promotion process; nor will such fact be used in any recommendations for job placement; nor will such a teacher (and teachers who participate in any way in the grievance procedure) be subjected to reprisal for having processed a grievance.

E. *General Provisions*

1. Hearings and meetings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. If such hearings are held during school hours, all employees who are directly involved will be excused for that purpose with pay.
2. No grievant at any step of the grievance procedure will be required to meet with an administrator without authorized V. T. A. representation.
3. The time limits specified in this procedure may be altered by mutual agreement in writing.

ARTICLE IV
PERSONNEL FILES

A. *Items Related to File*

1. The personnel file for each teacher shall consist of a folder to be maintained in the Central Administration Office. This file shall be considered the only official file of recorded information on a teacher. Building administrators are not restricted or prevented from having files on teachers. Upon request, a teacher will be given access to all materials in such a file. If the building administrator thinks a matter should become a matter of official record, he may transfer any documentation to the official file.
2. A teacher shall have the right, upon request to review his/her personnel file and may have a copy of any document(s) contained in the file.
3. A teacher may examine his/her personnel file in the presence of the Superintendent or his/her designee, and may not remove the file from the immediate office area. However, a teacher may have an Association representative present. Upon written authorization by the teacher, a representative of the teacher may review his/her file under the same conditions.
4. Each document placed in the personnel file (other than routine informational documents, e.g. transcripts, renewed certificate) shall be dated and signed by the teacher and the person who created the document or caused it to be placed in the file, except where the teacher refuses to sign the document. A copy of any derogatory material will be given to the teacher before it is placed in his/her personnel file. The fact that material in the file bears the teacher's signature does not indicate agreement or disagreement with the contents of the material, but only that he/she is aware of the document.
5. Teachers have the right to submit written comments to any material placed in the personnel file and such written comments, within thirty (30) calendar days of the dated material. The said comments will be attached to the item in the file.
6. A log will be maintained on the inside cover of each personnel file to record the date and identity, if available, of each person who examines a teacher's file other than building Principals, the Superintendent, Treasurer, Assistant Treasurer, and the Secretary to the Superintendent. The following exceptions apply for public review:
 - A. medical records;
 - B. records pertaining to adoption, probation, or parole proceedings;
 - C. trial preparation records;
 - D. confidential law enforcement investigatory records;
 - E. social security number; and
 - F. records of which the release is prohibited by State or Federal law.
7. Written material will be expunged from the personnel file if the teacher establishes that its content is false or has no basis in fact in accordance with ORC 1347.09.

8. No anonymous materials shall be placed in a teacher's personnel file.
9. Teachers shall be informed of any complaint by a parent, student, or any other person which is directed toward them if such will become a matter of record. The teacher shall have the right for inspection, rebuttal, and a conference with the Superintendent.
10. If a teacher objects to inclusion of his/her home telephone number in a handbook distributed to pupils, the number will not be included.

ARTICLE V

V. T. A. PRIVILEGES

A. *Sole and Exclusive*

The V. T. A. will have exclusive rights to the privileges enumerated in this Article.

B. *Communications*

The V. T. A. will have the right to use faculty bulletin boards and mailboxes for V. T. A. business as long as it does not interfere with the orderly conduction of work as determined by the Superintendent.

C. *Meetings*

The V. T. A. will have the right to use school facilities according to school procedure, and meetings may be held prior to the beginning of or following the completion of the students' school day.

D. *V. T. A. Leave*

The Superintendent will authorize up to a combined total of four (4) days per year with pay to members elected to represent the V. T. A., or chosen to serve on programs in any other capacity at V. T. A. meetings, conferences, or conventions. The Board will pay the cost of substitutes, but not expenses for such meetings.

E. *Deductions*

The Board will provide the following payroll deductions to teachers:

1. Employees' chartered credit union
2. Tax sheltered annuities (minimum participation of three)
3. OFT/AFT dues
4. Insurance premiums
5. Court-ordered deductions
6. United Way
7. OFT/AFT COPE (Committee on Political Education)

F. *Board Agenda*

The V. T. A. President shall be given an advance copy of the upcoming Board agenda on the Friday prior to the meeting.

ARTICLE VI EVALUATION

A. *Definition*

The evaluation process shall be the sole procedure utilized in the District for the evaluation of teachers. This procedure supersedes the procedures set forth in the Ohio Revised Code 3319.111. For purposes of this Agreement, two (2) observations equals one (1) formal summative evaluation.

The purpose of evaluation is to assist the teacher towards improved instruction. Another purpose is to provide information in making employment decisions.

B. *Classroom Visits*

Credentialed evaluators shall conduct an evaluation of each teacher. Classroom visits for the purpose of evaluation will not be made on the day before Thanksgiving, Christmas, or Spring Break, or the day after a teacher's absence due to unplanned illness, unplanned personal leave, or an emergency situation. Prior to the first observation of a teacher in his/her first year of employment with the District, an individual pre-observation conference is required. Such conference shall afford to explain the evaluation process and expectations.

A teacher receiving an effectiveness rating of "Accomplished" on the teacher's most recent evaluation will have one (1) formal evaluation every two (2) years which includes a minimum of two (2) observations and periodic walkthroughs once every two (2) years as long as the teacher's student academic growth measure for the most recent school year for which data is available is average or higher.

A teacher receiving a "skilled" rating on the teachers most recent evaluation will have one (1) formal evaluation every two (2) years which includes a minimum of two (2) observations and periodic walkthroughs once every two (2) years as long as the teacher's student academic growth measure for the most recent school year for which data is available is average or higher.

The observations will be neutral and non-participating. The purpose is to record objectively what goes on in the classroom particularly in relation to teacher identified needs and goals.

Teachers with approved leaves of absence for fifty percent (50%) or more of the school year, or teachers whose notice of retirement is board approved by December 1 will not be evaluated.

C. *Evaluation*

1. There shall be at least two (2) observations completed by the evaluator by May 1st of at least thirty (30) minutes each.
2. The evaluator shall do periodic classroom walkthrough(s).
3. Post observation conferences may be held following each observation. The evaluator must provide recommendations for each area in which teacher has scored in the ineffective or developing category on their evaluation. Prior to the final summative evaluation, teachers who are ineffective, developing or on an improvement plan will meet in which specific feedback will be discussed.

4. All teacher evaluations shall be completed by May 1st.
5. The evaluator shall provide a copy of the final summative report to teachers by May 10th.
6. Upon conclusion of the final evaluation, both parties shall sign the evaluation form. The teacher's signature shall signify only that he/she has received the evaluation and does not necessarily imply agreement with the evaluation.
7. In any year in which a teacher who has not been formally evaluated as a result of having previously received a rating of "accomplished" or "skilled," a credentialed evaluator shall conduct at least one (1) observation of the teacher and hold at least one (1) conference with the teacher.
8. Teachers who were rated "accomplished" or "skilled" has an option for a full evaluation for the school year. Teacher must request this in writing to the credentialed evaluator by September 1.

D. *Assigning an Effectiveness Rating*

Each evaluation will result in an effectiveness rating of "Accomplished," "Skilled," "Developing," or "Ineffective." An effectiveness rating is based on the following:

1. Teacher Performance
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.

Teacher Performance and Student Growth Measure ratings shall be combined to reach the summative teacher effectiveness rating.

E. *Professional Growth and Improvement Plans*

Prior to the first observation of a teacher in his/her first year of employment with the District, a teacher self-assessment (Appendix E) must be completed.

All teachers must develop professional growth or an improvement plan based on the Teacher Evaluation Matrix. Teachers who meet Above Expected Levels of student growth and/or accomplished or skilled effective rating must develop a professional growth plan. The professional growth plan can be found in Appendix F in Evaluation Forms.

Teachers who meet Below Expected Levels of student growth must comply with a draft improvement plan developed by the credentialed evaluator. The plan will be finalized by the evaluator after direct consultation and discussion with the teacher. Both parties must sign that the discussion has been held. The professional plan can be found in Appendix G in Evaluation Forms.

The evaluator shall evaluate the teacher for overall improvement in areas specified on the plan for improvement. This may require at least one (1) additional classroom observation beyond the required minimum.

F. *Calculating Student Growth Measures*

“Student growth” means the change in student achievement for an individual student between two (2) or more points in time. This component of the evaluation will include some combinations of the following:

1. Teacher Value Added – refers to the value added methodology provided by the Ohio Department of Education. Where value added data exists, value added data must be one of the multiple measurers used in calculating student growth.
2. Vendor Assessments – refers to the Ohio Department of Education approved assessments. If used by the District, must be included as one of the multiple measurers of student growth. Assessment utilized must be included when calculating the fifty percent (50%) attributed to student growth measurers.
3. LEA measurers – refers to local measures in when value added nor vendor assessments are available. Student Learning Objectives (SLO) process can be referred to in the teachers’ handbook.

G. *Forms*

Forms to be used in evaluations are those included in the appendix to this Agreement. All evaluations will be done in triplicate: one (1) copy is for the teacher, one (1) copy for the Superintendent, and the original to stay with the administration.

H. *Non-Renewal*

The Board and Association agree to follow ORC section 3319.11 and 3319.111 regarding observation, evaluation, and non-renewal of employees. If it is not followed, teachers whose limited contracts expire will automatically have their contract renewed on or before June 1st. Otherwise, a limited contract may be non-renewed by giving the teacher, on or before June 1st of the year in which the contract is due to expire, written notice of non–renewal by the Board. This procedure shall supersede ORC 3319.11 and 3319.111.

I. *Evaluation Contents*

The contents and merit of any evaluation shall be at the determination of the evaluator and are not subject to the Grievance Procedure in Article II of this Agreement.

**ARTICLE VII
WORKING CONDITIONS**

A. *Length of School Year*

The Board shall determine annually the days/hours when school shall be in session for instructional purposes. The school calendar shall consist of one hundred eighty-three (183) days/1,127.26 hours for incumbent teachers and one hundred eighty-four (184/1,133.42 hours) for newly hired teachers.

B. *Length of School Day*

The teachers’ work day will begin at 7:40 a.m. and end at 2:55 p.m. The teachers’ workday will be no longer than seven and one-quarter (7 1/4) hours. Exceptions to the length of the teachers’ work day may occur due to snow or fog delays. This change shall not exempt an individual from participating in the activities which normally occur such as faculty meetings, assisting a student, participating in conferences with parents or professionals, and assigned duties before and after school if an emergency situation occurs.

C. *Duty Free Lunch*

Each teacher will be granted thirty (30) minutes for lunch each school day, during which time he/she will not be required to perform any school activity.

D. *Leaving the Building*

Teachers will be permitted to leave the building when a warranted need has been addressed to the Superintendent or building administrator and permission has been granted.

E. *Pay Periods*

All teachers shall be paid by direct electronic deposit. Annual salaries will be paid in twenty-six (26) equal installments. It is mutually recognized that, by operation of the calendar, a three-week hiatus between pays will be necessary every several years in order to avoid a twenty-seventh (27th) pay in a particular year. The Treasurer will give the V. T. A. President at least sixty (60) calendar days advance written notice of when this hiatus will occur.

F. *Seniority*

If a teaching position is cut from full-time to less than full-time, seniority in determining these cuts will be as spelled out in Article XV, Section C. of this Agreement.

G. *Curriculum*

The V. T. A. will appoint two (2) teachers to serve as members of the School District Curriculum Committee with Board members and administration.

H. *Storage Facilities*

Each teacher will be provided a minimum of one (1) lockable storage facility. No other person shall have a key for this facility. A key for the storage facility will be given to the teacher upon request.

I. *Parent Conferences*

Parent conferences will follow the schedule below:

Monday:

Conferences from 3:00 p.m. to 8:00 p.m.

Teacher Supper: 5:00-5:30 p.m.

Tuesday:

Conferences from 12:00 p.m. to 8:00 p.m. – No Students

Teacher Supper: 5:00 – 5:30 p.m.

The Wednesday before Thanksgiving – No School – Teachers have the day off.

J. *Application for Continuing Contract*

Once requirements for a continuing contract have been met in accordance ORC 3319.08 and 3319.11, teachers in the middle of multiple-year limited contracts will be eligible for continuing contract status at the April Board

meeting. It is the teacher's responsibility to inform the Superintendent no later than April 1st that continuing contract requirements have been met.

K. *Complaints Against Teachers*

1. When a complaint(s) concerning a teacher has been received that is deemed worthy of further investigation or action, the building principal shall promptly notify the teacher about the nature of the complaint. If the complaint has been presented in writing, the teacher will be given a copy of the complaint.
2. If a conference concerning the complaint is necessary, the teacher will be informed of this meeting and offered the opportunity to participate. The teacher may be accompanied by a V. T. A. representative.
3. Conferences regarding such a complaint(s) will be held in private.
4. Whenever such a complaint(s) concerning a teacher is received by a Board member or an administrator other than the building principal, that person will refer the complaint(s) to either the Superintendent or the building principal.

L. *Vacancies – Certified and Supplemental*

1. During the school year, when a vacancy that the Board elects to fill is created by a teacher leaving a teaching position, by the creation of a new teaching position, or by filling a supplemental position, the vacancy will be posted until the position is filled.
2. When a vacancy occurs during the summer break, the V. T. A. President and all teachers will be notified via e-mail concurrently along with any other applicants; however, when the vacancy occurs between July 10th and the two-week period immediately prior to the beginning of school, the Board may fill the vacancy without regard to the requirements of this paragraph. For purposes of this paragraph, notification shall be deemed to have occurred the day following the e-mailing to the teachers of the notification.
3. The Superintendent will meet with any teacher who applies for a vacancy and who has the necessary certification/licensure to discuss the position.
4. All supplemental positions will be posted concurrently internally and externally for five (5) days. Any internal candidates who are granted interviews will be interviewed in the same time period as external candidates.

M. *Contract Sequence*

The normal contract sequence for limited contract teachers will be one (1), one (1), two (2), and four (4) years. Each year, for this purpose, must consist of at least one hundred twenty (120) days of actual work within the school year. This provision is not intended to preclude the issuance of an extended limited contract in accordance with the terms of Ohio Revised Code 3319.11. If the Board deviates from the normal sequence of contracts specified in this provision, the teacher shall be notified and entitled to a conference with the Administration and V. T. A. President to discuss the reasons for the deviation.

N. Report Cards

Teachers shall have at least two (2) full work days between the end of a grading period and the time the grades must be reported to the District EMIS Coordinator.

O. Inventory Sheets

Inventory sheets will be distributed to teachers no later than May 1 in each school year.

P. Discipline

The Board agrees to follow traditional principals of progressive discipline. Employees will be disciplined or discharged for just and sufficient cause. Discipline will be corrective rather than punitive, with the understanding that some or all preliminary levels may be bypassed case-by-case depending upon the seriousness of the offense and all relevant surrounding circumstances. The normal progressive sequence is:

1. Documented verbal warning
2. Written reprimand
3. Suspension without pay not to exceed ten (10) workdays
4. Termination (with or without a suspension pending the resolution of termination proceeding) in accordance with 3319.16 of the Ohio Revised Code and any related statutes.

Q. Meeting Representation

A meeting that may lead to formal discipline of an employee must occur within five (5) working days of the request. The employee has the right to have a representative of the V. T. A. present. It is the teacher's responsibility to notify the V. T. A.

ARTICLE VIII

LEAVES

A. Sick Leave

1. Teachers will earn sick leave at the rate of one and one-fourth (1-1/4) days for each month of service (to a maximum of fifteen days per year) Earned sick leave will accumulate to a maximum of two hundred and twenty (220) days.
2. Sick leave will be granted, upon approval of the Superintendent, for the following reasons:
 - A. Illness or injury of the teacher or a member of the teacher's immediate family. Immediate family is defined as: mother, father, brother, sister, child, spouse, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, niece, nephew, aunt, uncle, legal guardian, or person who stands in the place of a parent.
 - B. Three (3) days for the death of a member of the teacher's immediate family deductible from sick or personal leave.
 - C. Medical, dental, or optical examination or treatment of the teacher or a member of the immediate family.
 - D. When, through exposure to a contagious disease, either the health of the teacher would be jeopardized or the teacher's presence on the job would jeopardize the health of others.
 - E. Pregnancy and/or childbirth and related conditions.

3. In order to qualify for sick pay consideration, the teacher's administrator and secretary must be notified on the first day of such leave at least by 6:00 AM unless an emergency arises. Teachers must submit their absence into AESOP and Kiosk immediately.
4. When there is evidence of willful abuse or falsification of sick leave, the Superintendent may take appropriate action as pursuant to section 3319.16 of the ORC.
5. Teachers will be notified of their sick leave accumulation with each pay of the school year.

B. *Military Leave*

Teachers will be granted military leave and reemployment rights in accordance with federal and Ohio law.

C. *Parental Leave*

1. Paid Maternity / Adoption Leave - The use of available sick leave for pregnancy shall be for a maximum of 14 weeks. Maternity leave is effective starting immediately following the birth of the child. Additional time up to 2 weeks may be requested if sick days are available and or medical reasoning is provided by a physician in which the teacher is not capable of returning to normal duties.

Insurance benefits normally provided by the school board shall continue for a period not to exceed 14 weeks and thereafter during the remainder period if leave, insurance will be at the expense of the teacher.

For Adoption Leave – This leave begins after receiving de facto custody of the said child, or prior to receiving custody due to travel of receiving the said child.

2. Paid Paternity Leave – A unit member may use up to 6 weeks of accumulated sick leave immediately following the birth of the said child.

D. *Personal Leave*

1. The Board shall grant three (3) unrestricted personal leave days per year for all full-time teachers and pro-rated for part—time teachers, subject to the following conditions:
 - a. Request shall be made in writing on a prescribed form.
 - b. Request shall be presented to the Principal at least five (5) working days in advance, except in the event of an emergency and notification/disapproval will be made within three (3) working days.
 - c. Unless the Superintendent approves, personal leave day(s) shall not be used preceding or following student legal holidays.
 - d. Number of persons granted personal leave for any one (1) day will be limited to fifteen percent (15%) of the teachers.
 - e. The teacher must submit the absence into AESOP after the approval of their personal day. Then submit to KIOSK.
2. As an incentive, any full-time teachers will be given a one hundred dollar (\$100.00) stipend for each day of personal leave not utilized. The amount will be pro-rated for part-time teachers. Stipends will be awarded the second pay in June.

No personal days will be granted during the first and last ten (10) student school days, except in the case of any emergency, or only upon the approval of the Superintendent.

E. *Jury Duty Leave*

Teachers will be excused for jury duty upon request. Upon their return to school, teachers will submit their jury duty check to the Treasurer, and the Board will pay teachers their regular compensation while serving as a juror.

F. *Professional Leave Meetings*

All teachers will be limited to a total of two (2) professional leave days per year, unless otherwise approved by the Superintendent. Request shall be made in writing on the prescribed form at least 2 weeks prior to the date. The teacher must submit their absence into AESOP after approval of professional day. Then submit into KIOSK. No more than one staff member shall be granted professional leave on any given day, unless approved by administration.

G. *Family and Medical Leave Act (see school policy 3430.01/Public Law 103-3)*

An eligible teacher (one who has been employed at least twelve (12) months and have worked 1,250 hours during the preceding twelve (12) months) may take up to twelve (12) work weeks of job protected unpaid leave in a twelve (12) month time frame for one (1) or more circumstances described below. Teacher's sick leave will run concurrently:

- A. Birth and/or care of a newborn.
- B. The placement of a child for adoption or foster care.
- C. To care for the spouse, child, and parent of a teacher when a family member has a serious health conditions.
- D. The teacher's inability to perform the functions of the position because of the teacher's own serious health conditions.
- E. Any qualifying exigency arising out of circumstances that the teacher's spouse, son, daughter or parent in on active duty in the armed forces.

Procedure for Requesting FMLA Leave

A teacher is required to provide thirty (30) days advance notice to take FMLA leave when the need is foreseeable in a written letter of request. If the leave is unexpected than the notice must be provided as soon as possible. It is the responsibility of the teacher to provide sufficient information to the superintendent to determine that they will qualify for FMLA. Information should include certification from a doctor and the amount of time being requested.

H. *Discipline Action for Leaves*

If proper submittal of absences does not occur or is not done in a timely manner, then discipline action will occur.

ARTICLE IX

SEVERANCE RETIREMENT PAY

A. *Severance Payment*

All teachers who present evidence of retirement from active service with the Board shall be granted severance pay for accrued but unused sick leave in accordance with this Article.

The Board authorizes payment to a retiring teacher of one-fourth (1/4) of his/her unused sick leave days to a maximum of thirty (30) days under the conditions hereinafter specified.

“Retirement” means retirement under State Teachers Retirement System (S. T. R. S.) and does not include disability retirement.

In order to qualify for severance pay, a teacher shall:

1. have made application within three (3) months following the effective date of retirement;
2. have served ten (10) or more years of active service covered by S. T. R. S. with the state or a political subdivision;
3. express his/her intention to retire on or before his/her last day of service;
4. have an effective retirement date no later than ninety (90) calendar days after the final day of service with this Board.

If approved, severance pay will be made by the Board in the following manner:

1. payment shall be made no later than sixty (60) days after the application is filed and the teacher’s retirement is verified to the office of the Treasurer by S. T. R. S.
2. such payment shall be made only once to a teacher.
3. payment shall be based upon the teacher’s daily rate of base pay at the time of retirement.

Payment shall eliminate all obligations of the Board at the time of retirement from any further payment or restoration of sick leave unused.

B. *Bonus Severance Payment*

1. After a teacher has accumulated his/her maximum of one hundred eighty-five (185) days of sick leave, any additional sick leave which is accrued will be recorded for the purpose of increasing the severance pay calculation. Upon retirement (as defined in Section A. above) from the District, a teacher shall receive one-third (1/3) of his/her accumulated sick leave days over one hundred eighty-five (185) as part of his/her severance pay. The maximum number of additional days which may be earned under this Section shall be thirty (30) days, and the amount will be added to the amount entitled to in Section A. above.
2. Each teacher eligible to receive bonus severance days shall receive a statement in September containing the number of such days earned during the preceding school year and the total bonus severance days earned to date.
3. Once a bonus severance day has been placed in the bonus severance day “Bank” it will not be lost regardless of what happens to the teacher’s accumulated sick leave in the future.
4. *Example:* If the teacher has an accumulated total of one hundred eighty-five (185) sick leave days at the beginning of the school year and uses six (6) sick leave days that year, he/she will have earned

three (3) bonus severance days based on the potential of earning fifteen (15) days during the year (15 – 6 = 9) thus (9 sick leave days x 1/3 = 3).

5. Unless there is a medical exception, a teacher will be eligible for Bonus Severance Payment if they submit a letter of resignation to the Board of Education by the March Board Meeting stating he/she will be retiring at the end of the school year.

C. *Death of a Teacher*

Any teacher who otherwise satisfied the requirements of A and B above, and who dies while in the Board's employ, shall be deemed to have terminated employment by means of retirement and severance pay shall be made in the manner prescribed in Ohio Revised Code 2113.04.

ARTICLE X INSURANCE

A. *Medical*

1. The Board shall continue to provide group health insurance for teachers eligible to participate in accordance with statute, with the Board contributing ninety percent (90%) of the New Plan offered by the Insurance Consortium, effective January 1, 2011.
2. Part-time employees for at least fifty percent (50%) of the regular work year shall also be eligible for participation in this program.
3. Insurance options will be made available to teachers; they may select from insurance option insurance coverage that they feel best fits their personal needs.

B. *Life*

The Board will pay the full cost of twenty-five thousand dollars (\$25,000.00) of life insurance for each teacher.

C. *Vision*

The Board will pay the full cost of single vision insurance as currently provided by the Hancock County Insurance Consortium. Any teacher who chooses to have the family coverage as currently provided can do so by paying the difference between the family and single premium costs.

D. *IRC 125*

The Board will continue its Section 125 Plan under the Internal Revenue Code.

E. *Dental*

The Board will pay the full cost of single and family dental insurance as currently provided by the Hancock County Insurance Consortium.

ARTICLE XI REIMBURSEMENT

A. *Supplies*

Upon submission of proper receipts, teachers will be reimbursed up to two hundred dollars (\$200.00) for teaching supplies, each school year. As a tax exempt entity, the school is not permitted to reimburse for sales tax.

B. *Tuition*

1. The board will reimburse tuition cost per quarter or semester hour for approved courses given by an accredited institution based on longevity.
 - A. After the second year of a teaching assignment at Vanlue, the teacher will qualify to be reimbursed 25% of the cost per quarter or semester hour for approved courses given by accredited schools.
 - B. After the fourth year of a teaching assignment at Vanlue, the teacher will qualify to be reimbursed 50% of the cost per quarter or semester hour for approved courses given by accredited schools.
 - C. After the sixth year of a teaching assignment at Vanlue, the teacher will qualify to be reimbursed 75% of the cost per quarter or semester hour for approved courses given by accredited schools.
 - D. After the eighth year of a teaching assignment at Vanlue, the teacher will qualify to be reimbursed 100% of the cost per quarter or semester hour for approved courses given by accredited schools.
2. The college registration form and all required documents must be presented to the Superintendent for reimbursement approval prior to course(s) taken.
3. The course(s) must directly relate to the teacher's teaching assignment.
4. Only A, B or S (where a grade of A or B is not earnable) will be reimbursed.
5. Courses taken will be reimbursed September 15 of the subsequent year if the teacher returns for the fiscal year of payment.
6. The boards' maximum expenditure per fiscal year under this Section shall not exceed ten thousand dollars (\$10,000.00) with the first dollars spent allocated to those who first present forms to the Superintendent. Any balance at the end of the fiscal year will not be carried over into the following year.
7. A teacher leaving the district prior to payment or during the school year of payment shall forfeit and/or repay the Board on a pro rate basis for that portion of the school year uncompleted, any tuition reimbursement that was or would have been eligible to be received.

ARTICLE XII
SALARY

A. Teachers

For the 2016-2017 contract year, teachers will receive a 1.5% increase, a 1% increase in 2017-2018, and a 0.5% increase for 2018-2019.

1. Compensation for all bargaining unit members will be contingent upon their final summative evaluation in order to receive merit and bonus compensation.
2. Base pay for the following year(s), thereafter, will be determined by adding the merit compensation percent.
3. Teacher having earned degrees beyond their Bachelor's (BA+150, MA, MA+15) shall receive an increase pay of 5% per increment.
4. To qualify for the (15) credits for the MA+15, the credits must be taken following the completion of the MA and must be credits taken in the teacher's certification. Successful completion of courses is necessary.
5. Salary adjustments based upon obtaining a BA+150, Master's degree, or Master's +15 shall be effective the first of the month following the completion of all requirements and proof of those requirements.

B. Merit Compensation

The Vanlue School Board will pay a dollar value equivalent percentage increase on individual base salary. This merit compensation will be based on the teacher's final summative rating.

This percent payment will be added to the salary at the start of the following school year, upon the teacher's return and following the official release of the prior year's final summative rating. This new "amount" will become the teacher's new base pay.

MERIT COMPENSATION			
Accomplished	Skilled	Developing	Ineffective
2.75%	2.0%	1.5%	0.0%

C. Supplementals

Effective with the 2016-2017 school year all positions and steps will receive a one-time 2.5% increase.

D. Tutoring

Any teacher who tutors students for the Board shall be paid twenty dollars (\$20.00) per hour. Tutorial positions will be offered to bargaining unit teachers prior to being offered to teachers employed outside the District.

E. Meeting Participation:

A standing I. A. T./IEP/ETR/504 member will be paid at the rate of fifteen dollars (\$15) per hour for a maximum of fifty (50) hours worked outside the school day. This will be limited to the Intervention Specialist, Title I teacher, and guidance counselor. Any non-standing member/ teacher who is invited to and does attend an I. A. T./IEP/ETR/504 meeting outside of the school day will be paid at the rate of ten dollars (\$10) per hour for such attendance, and the teacher’s total pay for this purpose is capped per school year at two hundred-fifty dollars (\$250). Teachers will be responsible logging minutes that they are in attendance to these particular meetings with the I. A. T. team. Teachers are to fill out an accumulative log throughout the year and should turn it in on the final teacher workday of the year. One check per teacher will be made the last pay in June. The Treasurer will round the minutes to the nearest one-fourth (1/4) hour, up or down when appropriate, to determine the teacher’s pay. Note that only meetings that occur with the entire I. A. T. team or Speech-only IEP meetings with the speech pathologist will count towards this log. All other meetings outside of these guidelines are not to be included into the log. If parents are scheduled to attend a meeting and they do not show up resulting in the cancelling of that meeting, the minutes to be recorded for that time are no longer acceptable for the log. The forms can be found on the school website under staff forms and handbook.

F. Bonus

The Board will pay a bonus to each teacher, returning the next school year, based on the final summative rating that they have received. This lump sum payment will be made between the first and second pay periods of September 2016 and thereafter, following the release of the teacher final summative ratings. This bonus will also be compounded into the teacher’s total net salary for the following school year.

BONUS			
Accomplished	Skilled	Developing	Ineffective
\$1,500.00	\$750.00	\$0.00	\$0.00

**ARTICLE XIII
LABOR MANAGEMENT COMMITTEE**

A Labor Management Committee will be established and meet when requested by either party. The V. T. A. President and the Superintendent will meet to mutually establish an agenda and provide each member with a copy at least twenty-four (24) hours prior to the scheduled meeting. Other meetings may be called if necessary. Such Committee will consist of two (2) representatives of the V. T. A., one (1) being the V. T. A. President, and two (2) administrators, building principal, and the Superintendent. The purpose of the Labor Management Committee is to discuss concerns of either the V. T. A. or the Board.

ARTICLE XIV
MANDATORY SALARY-REDUCTION PLAN
(PICK-UP)

- A. The Board will continue to “pick-up,” utilizing the salary reduction method at no cost to the Board, contributions to the State Teachers Retirement System (S. T. R. S.) paid on behalf of teachers under the following terms:
1. The amount to be “picked-up” shall be the percentage of the teacher’s share to S. T. R. S. The teacher’s annual compensation shall be reduced by an amount equal to the amount “picked-up” for the purpose of State and Federal tax only.
 2. The “pick-up” shall be uniformly applied to all teachers.
 3. The “pick-up” shall apply to all compensation including supplemental earnings.
 4. Payment for all paid leaves, sick leave, personal leave, severance and supplementals, including unemployment and worker’s compensation, shall be based on the employee’s daily gross pay prior to reduction (e.g., gross pay divided by the number of days in a teacher’s contract).
- B. Each teacher will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the “pick-up” in combination with other tax-deferred compensation plans.

ARTICLE XV
REDUCTION IN FORCE (RIF)

If the Board determines it necessary to reduce the number of teaching positions, the following procedures shall apply:

A RIF may occur for the reasons set forth in Ohio Revised Code 3319.17, as well as for curriculum changes and/or financial reasons.

A. Procedure:

1. The V. T. A. shall be notified of the extent of any staff reduction at such a time a decision is made by the Board, and shall be further notified as to which teacher(s) shall be suspended.
2. Reduction shall first be covered by attrition; however, the Board shall not be required to fill any vacancy.
3. If additional reductions are necessary, it shall be done through seniority when there are two (2) or more employees with comparable evaluations being considered for RIF. For the duration of this agreement, all evaluations shall be considered “comparable.” Comparability Evaluation is defined as evaluations from the last contract period.

Seniority shall be defined as the number of years of continuous service to the District, within all areas of certification. Part-time teachers’ seniority shall be determined on a percentage basis. The percent

of seniority shall be equal to the percent of the part-time employment. Those on continuing shall be listed first according to continuous service in the District; then those on limited contracts shall be listed by continuous service in the District. Teachers using any Board-approved leave of absence shall not lose the seniority held prior to the leave, nor shall they gain additional seniority for the time on leave. If two (2) or more individuals have equal seniority as defined herein, then the following shall apply:

- a. The date of the Board meeting at which the teacher was hired, then by;
 - b. The date on which the employee submitted a completed job application, then by;
 - c. Lot.
4. The Superintendent shall provide the V. T. A. President with a seniority list each school year. The seniority list shall be made up for each area of classification with certified personnel placed on all lists for which they are certified.
 5. Those teachers on limited contracts with the least seniority in the teaching field affected shall have their contracts suspended first. If continuing contract employees must be reduced, their contracts shall be suspended on the basis of seniority as defined herein.
 6. Recall shall be done in inverse order: Continuing contracts with most seniority first, then limited contracts with the most seniority. Recall shall be to a position for which the individual is properly certified. No new employees may be hired until laid off employee(s) have been offered the position and have rejected the offer, or is removed from the recall list as outlined above.

B. *Rights While On Suspension:*

1. If recalled, the individual shall have the right to return to the same seniority level and total sick leave accumulation.
2. The employee shall have the right to all insurance benefits for a period of twenty-four (24) months providing the employee meets the eligibility requirements set forth by the carrier. The employee must pay the full cost of the premium fifteen (15) days prior to the due date.

C. *Recall Rights:*

1. Employees who are suspended shall be retained on the recall list for twenty-four (24) months.
2. An employee may be removed from the recall list if he/she:
 - a. Waives his/her recall rights in writing.
 - b. Resigns.
 - c. Fails to accept recall to a position for which he/she is certified within five (5) days of notification.
 - d. Fails to report to work within ten (10) working days after receipt of the notice of recall, unless sick or injured.

The individual who has been affected by a staff reduction shall be responsible for keeping an updated address and telephone number on file in the Superintendent's office.

All recall notices and acceptance notices shall be mailed by certified mail, with knowledge of receipt provided to the Superintendent, or by hand delivery.

ARTICLE XVI
MANAGEMENT RIGHTS

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

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and Ohio statutes; and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Ohio and the rules and regulations promulgated by the Ohio State Board of Education and the Constitution and laws of the United States.

ARTICLE XVII
CONTRARY TO LAW

This Agreement shall supersede, to the extent permitted by Ohio Revised Code 4117.10(A), provisions of the Revised Code which are contrary to this Agreement.

If any Section(s) of this Agreement is in conflict with federal or state law, that Section is null and void while those Sections that are not in conflict with law remain in force.

ARTICLE XVIII
LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

- A. The parties recognize that the District is a participant in the Hancock County Local Professional Development Committee Consortium. Teachers who participate in Local Professional Development Committee work under the auspices of the Consortium will be compensated at the rate of fifteen dollars (\$15.00) per hour up to a maximum in any given school year of four percent (4%) of the base salary (BA at Step 0) on the salary schedule appearing in Appendix A of this Agreement that applies to that school year. The District's teacher representative(s) will be appointed by the V. T. A.

- B. If, for any reason, the District's participation in the Consortium should cease or significantly change, the parties' representatives shall meet to bargain an alternative method of complying with the legal requirements applicable to local professional development committees.

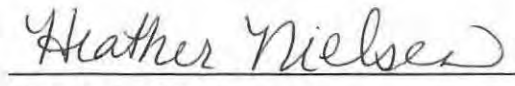
ARTICLE XIX
EMPLOYMENT OF STRS RETIREES

- A. This Article governs the terms and conditions of employment of any superannuate or “other system retirant” (as those terms are statutorily defined for purposes of Ohio Revised Code 3307.35) whom the Board may regularly employ in a position that falls within the description of the bargaining unit appearing in Article I, Section A. of this Agreement. Except as otherwise specified below, any such employee will become a bargaining unit member upon employment and be subject to the provisions of this Agreement.
1. For initial placement purposes on the teachers’ salary schedule, the employee will receive credit in accordance with Paragraph A. of Appendix C. of this Agreement.
 2. The employee will receive a one-year limited contract of employment (if employed after the start of the school year, such contract will be for the remainder of that school year). If subsequently re-employed, the employee will be awarded successive one-year limited contracts. In no event will the employee qualify for a continuing contract or a multi-year contract.
 3. Neither the evaluation procedures under Article VI of this Agreement nor the procedures appearing in Ohio Revised Code 3319.111 shall apply to the employee, with the further understanding that (a) if the employee is evaluated the procedures of Article VI will be followed, and (b) in no event will the employee go more than two (2) years without an evaluation. The sole requirement for affecting the non-renewal of the employee’s limited contract is receipt by the employee of written notice of non-renewal on or before April 30th of the school year to which the contract applies. The procedures appearing in Ohio Revised Code 3319.11, including the post-nonrenewal procedures appearing in 3319.11 (G), shall not apply to any such contract non-renewal.
 4. Upon employment, the employee will be credited with zero (0) years of seniority and will remain at zero (0) years of seniority.
 5. The employee is not eligible to participate in any insurance fringe benefits offered under Article X of this Agreement.
 6. The employee will in no event qualify for severance pay under Article IX or tuition reimbursement under Article XI, Section C. of this Agreement.
- B. The provisions of this Article supersede and prevail over any inconsistent terms that may appear elsewhere in this Agreement or in any part of the Ohio Revised Code.

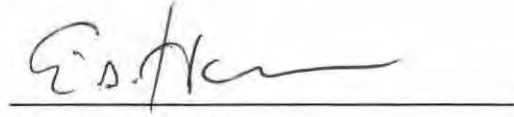
ARTICLE XX
DURATION OF CONTRACT

A. Duration

This Agreement will be effective on the first (1st) day of August, 2016, and will remain in effect through the thirty-first (31st) day of July 2019, unless amended by agreement of both parties.



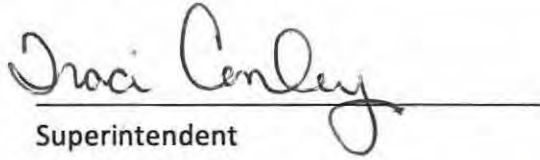
V. T. A. President



Board President



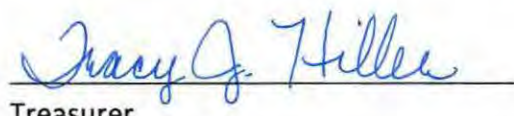
V. T. A. Vice President



Superintendent



O. F. T. Field Coordinator



Treasurer

APPENDIX A

VANLUE LOCAL SCHOOL
SUPPLEMENTAL SALARY SCHEDULES

SUPPLEMENTAL SALARY SCHEDULE

2016-2019

POSITION	STEP 0 \$	STEP 1 \$	STEP 2 \$	STEP 3 \$
Assistant Athletic Director	2,389	2,689	2987	3,285
Head Baseball	2389	2,689	2987	3285
Assistant Baseball	1195	1493	1792	1792
Head Boys Basketball	3883	4181	4480	4779
Assistant Boys Basketball	2389	2689	2987	3285
Freshman Boys Basketball	1195	1493	1792	1792
Head Girls Basketball	3883	4181	4480	4779
Assistant Girls Basketball	2389	2689	2987	3285
Jr. High Basketball (Both)	2389	2689	2987	3285
Jr. High Basketball (One)	1195	1493	1792	1792
Head Football	3883	4181	4480	4779
Assistant Football	2389	2689	2987	3285
Jr. High Football	1195	1493	1792	1792
Head Softball	2389	2689	2987	3285
Assistant Softball	1195	1493	1792	1792
Boys Track	2389	2689	2987	3285
Girls Track	2389	2689	2987	3285
Jr. High Track	1195	1493	1792	1792
Head Girls Volleyball	3883	4181	4480	4779
Assistant Volleyball	2389	2689	2987	3285
Freshman Volleyball	1195	1493	1792	1792
Jr. High Volleyball (Both)	2389	2689	2987	3285
Jr. High Volleyball (One)	1195	1493	1792	1792
Weight Room	1195	1493	1792	1792
Cheerleading Advisor	2389	2689	2987	3285
Jr. High Cheer Advisor (Both)	1195	1493	1792	1792
Jr. High Cheer Advisor (One)	598	746	896	896
Annual Advisor	2389	2689	2987	3285
Band	3883	4181	4480	4779
Assistant Band	2389	2689	2987	3285
Summer Band	896	896	1195	1195
Majorette Advisor	896	896	1195	1195
Class Play Advisor	298	298	598	598
Honor Society	298	298	598	598
Jr. High Honor Society	298	298	598	598
Quiz Bowl Advisor – High School	298	298	598	598
Quiz Bowl Advisor – Jr. High	298	298	598	598
Senior Class Advisor	2389	2689	2987	3285
Junior Class Advisor	2389	2689	2987	3285
Grade 9-10 Advisor	298	298	598	598
Student Council	896	896	1195	1195

Note:

Payment of any supplementary salary under this appendix will be spread over the course of the school year to which the supplementary salary applies.

APPENDIX B

VANLUE TEACHERS ASSOCIATION

VANLUE LOCAL SCHOOL DISTRICT

STEP 1

COMPLAINT BY THE AGGRIEVED

(TYPE OR PRINT)

Aggrieved Person: _____

Date of Formal Presentation: _____

Home Address of
Aggrieved Person: _____

Years in School System: _____ Administrator: _____

CONTRACT ARTICLE AND SECTION VIOLATED:

HOW CONTRACT WAS VIOLATED:

ACTION REQUESTED:

Signature of Aggrieved

Duplicate Copies To:
Superintendent
V. T. A. President

APPENDIX C

TEACHER SELF ASSESSMENT FORM

Self-Assessment Summary Tool

Name:

Date:

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

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

Standard 7: Professional Responsibility and Growth	<ul style="list-style-type: none"> • Understanding of and adherence to professional ethics, policies and legal codes • Engagement in continuous, purposeful professional development • Desire to serve as an agent of change, seeking positive impact on teaching quality and student achievement 			
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6/5/15

APPENDIX D
PROFESSIONAL GROWTH PLAN

SCHOOL YEAR

PROFESSIONAL GROWTH PLAN

TEACHER: _____

TEACHER SIGNATURE: _____

EVALUATOR: _____

EVALUATOR SIGNATURE: _____

GOAL 1: Student Achievement	STRATEGIES (how to meet smart goal)	DATES (Evaluator will record dates of evidence)	PROFESSIONAL GROWTH (support needed, resources)
Smart Goal: Baseline Data: Evidence of accomplishment: (How will evaluator know it has been accomplished?)			
GOAL 2: Teacher Performance (based on Ohio Teacher Standards)	STRATEGIES	DATES	AREAS FOR PROFESSIONAL GROWTH
Smart Goal: Evidence of accomplishment:			

The signature above verifies that the teacher and evaluator have discussed and agreed upon this plan.
All Evidence of Accomplishment completed and turned in to Evaluator prior to: **April 30.**

APPENDIX E
IMPROVEMENT PLAN

IMPROVEMENT PLAN

Teacher Name: _____ Grade Level/Subject: _____

School Year: 20____-20____ Date of Improvement Plan Conference: ____/____/20____

Section 1: Improvement Statement

List specific areas for improvement as related to the <i>Ohio Standards for the Teaching Profession</i> . Attach documentation.			
Performance Standard(s) Addressed in this Plan	Evaluator Dates of Improvement Areas		Specific Statement of the Concern: Areas of Improvement
	<u>Concerns Observed</u>	<u>Progress Checks</u>	

Section 2: Desired Level of Performance

List specific measurable goals to improve performance. Indicate what will be measured for each goal.	
Level of Performance Specifically Describe Successful Improvement Target(s)	Timeline

Section 3: Specific Plan of Action

Describe in detail specific plans of action that must be taken by the teacher to improve his/her performance. Indicate the sources of evidence that will be used to document the completion of the improvement plan.	
Actions to be Taken	Sources of Evidence that Will Be Examined

Section 4: Assistance and Professional Development

Describe in detail specific supports that will be provided as well as opportunities for professional development.

Date for this Improvement Plan to be evaluated: ____/____/20____

Teacher's Signature: _____ Date: ____/____/20____

Evaluator's Signature: _____ Date: ____/____/20____

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

APPENDIX F
TEACHER EVALUATION FORMS

Teacher Performance Evaluation Rubric

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

Teacher Name:

Date:

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				
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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'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 demonstrates some familiarity with students' background knowledge and experiences and describes one procedure used to obtain this information.</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 demonstrates familiarity with students' background knowledge and experiences and describes multiple procedures used to obtain this information.</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 demonstrates an understanding of the purpose and value of learning about students' background experiences, demonstrates familiarity with each student's background knowledge and experiences, and describes multiple procedures used to obtain this information.</p> <p>The teacher's 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>
	Evidence				

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

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