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19-MED-03-0241  
**COLLECTIVE BARGAINING AGREEMENT** 38211

***BETWEEN THE***

***VANLUE LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION***

***AND THE***

***VANLUE TEACHERS' ASSOCIATION***

***AFT/OFT***

***LOCAL #4690***

**EFFECTIVE  
AUGUST 1, 2019  
THROUGH  
JULY 31, 2022**

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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 FILE**

### **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 Administrator thinks a matter should become a matter of official record, he/she 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 a V.T.A. 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 Principal(s), 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.
11. Any reprimands or disciplinary actions will be taken out of a teacher's file after two (2) years after the incident if requested by the teacher. Exceptions: Reprimands dealing with gross insubordination, misconduct with students, or others of serious similar nature will not be removed from the file.

## **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 three (3) years which includes a minimum of two (2) observations and periodic walkthroughs once every three (3) 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 1<sup>st</sup> 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 1<sup>st</sup>.
5. The evaluator shall complete the final summative report on eTPES to teachers no later than May 10<sup>th</sup>. The copy of the final summative rating will be available on eTPES.
6. Upon conclusion of the final evaluation, both parties shall sign the evaluation form electronically on eTPES. The teacher's pin 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 on eTPES must be completed.

All teachers must develop professional growth based on the Teacher Evaluation Matrix. If a teacher is placed on an improvement plan by a credentialed evaluator, that teacher may elect to use the goals from his/her improvement plan on his/her professional growth plan. 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 C 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 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. *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.

**H. *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/1,326.75 hours for incumbent teachers and one hundred eighty-four (184/1,334.00 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. Teachers are to be in their classrooms or as assigned during these times. 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. A teacher is responsible for securing coverage for his/her classes after approval has been granted from Administration.

**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 (27<sup>th</sup>) 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***

Conferences will be scheduled four (4) times a school year by the V.T.A President and the Building Principal. Evening conference times will count as two (2) school days. Those dates of evening conferences for the next school year will be provided to the Superintendent by the first of December each school year.

The Wednesday before Thanksgiving will be a scheduled day off for teachers.

If a parent of a student does not attend a conference, the teacher will attempt to schedule a make-up conference in person or by phone with parent(s). Every effort should be made to maintain contact with the parent(s) throughout the school year in regards to student achievement.

**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 1<sup>st</sup> 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 or email, the teacher will be given a copy of the original 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 10<sup>th</sup> 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. The Board and Administration retain the right to deviate from above sequence in situations in which require performance improvement. The reasons this deviation shall be documented and presented to the teacher in writing and entitled to a conference with Administration. After the deviation, the teacher returns to his/her proper place in contract sequence only after satisfactory evaluations and all other requirements and conditions are met and satisfactory to the Board



and Administration. 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.

For Resident Educator teachers beginning in school year 2019-2020, the one (1) year limited contract will be in effect for the duration of his/her program.

**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. *Progressbook***

Every teacher required to use Progressbook will post student grades weekly, unless precluded from doing so because of urgent extraordinary circumstances in which case grades will be posted as soon as possible.

**P. *Inventory Sheets***

Inventory sheets will be distributed to teachers no later than May 1<sup>st</sup> in each school year.

**Q. *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.

**R. *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 Leaves***

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 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. Sick leave used for non-emergency medical, dental, or optical appointments must be preapproved, and a substitute must be secured. If the day is not picked up by a substitute, then the prescheduled day will not be granted.
- 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.

For sick day compliance:

- F. A scheduled sick day shall be made in writing on the prescribed form found on the staff intranet. The form must be turned into the Principal. An unscheduled sick day does not need a form completed.
- G. For an unscheduled sick day, teachers must contact via text or phone-call the Principal and Secretary by 6:00 a.m. If an emergency arises, then the teacher must contact the Principal immediately.
- H. Teachers must submit the sick day into AESOP by 6:00 a.m. to secure a substitute.
- I. Upon AESOP completion, teachers must submit the sick day into KIOSK.
- J. Detailed lesson plans, seating charts, and classroom procedures must be provided to the Principal and Secretary.
- K. Teachers are responsible for checking both AESOP and KIOSK to ensure that the correct date(s) and type(s) of absence(s) are submitted properly and completely.

A repetitive sick day usage pattern may require a medical certification from a physician as required by Administration.

Sick leave preceding or following a student legal holiday without prior approval from Administration shall require a statement from physician validating the need for such absence.

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.

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***

- A. 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.

- B. 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***

- A. 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.
- B. 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 immediately or the day of the absence, 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 two hundred twenty (220) 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 two hundred twenty (220) 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 two hundred twenty (220) 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 ( $9 \text{ sick leave days} \times 1/3 = 3$ ).
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 who are eligible to participate in accordance with statute, with the Board contributing ninety percent (90%) of the New Plan offered by the Insurance Consortium, effective October 1, 2019.
2. Part-time employees for at least fifty percent (50%) of the regular work year shall also be eligible for participation in this program. These employees will pay a prorated amount based on their Full-Time Equivalency (FTE) to be figured as follows:  $FTE \times BOE \text{ share of coverage}$ .

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 attached to a requisition form, teachers will be reimbursed up to two hundred dollars (\$200.00) each school year for instructional supplies and materials to be used for student instruction. 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. Tuition payments will be reimbursed by September 15<sup>th</sup> for courses completed the previous school year provided the teacher returns to the district for the full following school year. All documentation is completed and filed with the Superintendent. If the teacher leaves the district during the reimbursement school year, the teacher will repay the Board the tuition reimbursement on a pro-rated basis for the portion of the school year uncompleted.
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-rated 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**

The BA zero (0) salary shall be \$31,500.00 for the 2019-2020 school year,

Starting with the 2019-2020 school year, a new teacher’s salary will be based upon the Teacher Pay Matrix. The Superintendent will have flexibility for new teachers in terms of establishment of compensation based on the Teacher Pay Matrix.

2019-2020 School Year

Degree Level	Entry Level (0-7 years)	Early Level (8-14 years)	Mid-Level (15-22 years)	Late-Level (23+ years)
BA	\$31,500- \$35,500	\$35,600 - \$51,252	\$52,005 - \$60,310	N/A
MA	\$33,075 - \$42,438	\$37,380 - \$54,916	\$55,196 - \$61,496	N/A
MA +15	\$34,730 - \$44,560	\$38,800 - \$55,353	\$56,183 - \$66,185	N/A

2020-2021 School Year

Degree Level	Entry Level (0-7 years)	Early Level (8-14 years)	Mid-Level (15-22 years)	Late-Level (23+ years)
BA	\$31,900 - \$36,210	\$36,300 - \$52,800	\$53,045 - \$61,515	\$62,438 - \$70,000

MA	\$33,495 - \$43,750	\$38,500 - \$54,440	\$55,690 - \$64,591	\$65,560 - \$73,500
MA +15	\$35,170 - \$45,940	\$39,964 - \$58,212	\$58,475 - \$65,900	\$68,838 - \$77,175

2021-2022 School Year

Degree Level	Entry Level (0-7 years)	Early Level (8-14 years)	Mid-Level (15-22 years)	Late-Level (23+ years)
BA	\$32,380 - \$36,750	\$36,760 - \$54,500	\$53,840 - \$62,425	\$61,375 - \$71,050
MA	\$34,000 - \$44,405	\$39,250 - \$56,300	\$55,800 - \$65,540	\$65,560 - \$74,500
MA +15	\$35,700 - \$46,625	\$41,100 - \$59,115	\$58,590 - \$66,825	\$67,500 - \$77,750

1. Teachers beyond base pay will receive a 3.5% increase for the 2019-2020 school year, a 3% increase for the 2020-2021 school year, and a 3% increase for the 2021-2022 school year.
2. When a teacher has successfully completed additional academic work in the teacher's certification that is beyond a BA (BA+150, MA, MA+15) and qualifies for education attainment, an official transcript of such work must be submitted to the Treasurer by the first of the month. The salary adjustment shall be effective the first of the following month upon submittance to the Treasurer.
3. The appropriate education attainment percentage will be added to the employee's current salary after the employee successfully meets all requirements:
  - BA+150 – 5%
  - MA – 5%
  - MA+15 – 5%

**B. Bonus**

1. The Board will pay a bonus to each teacher, returning the next school year, based on the Teacher Bonus Rubric. The lump sum payment will be made between the first and second pay period beginning September 2020 and thereafter for the duration of this contract.
2. The Bonus will be determined by the Teacher Bonus Rubric found in Appendix D, as well as on the Staff intranet. To qualify for bonus pay, a teacher must submit the proper rubric, logs, and evidence to the Principal at the end of each school year. Teachers will be notified of the amount of the bonus in July with the new base salary notification from the Treasurer.
3. The Volunteerism Activities Page can be updated with more qualifying examples each year for the duration of the contract upon agreement upon the V.T.A President and Administration.
4. Any returning teacher from the 2018-2019 school year to the 2019-2020 school year will receive his/her bonus payment (Accomplished \$1500.00 and Skilled \$750.00). The bonus lump sum payment will be



made between the first and second pays of September 2019. This bonus payment will be compounded into the returning teacher's salary for the 2019-2020 school year.

Example: \$39,855.81 (2018-2019 base salary), Final Summative Rating of Skilled for the 2018-2019 school year, bonus payment of \$750.00, and 3.5% base pay raise for 2019-2020 school year:  $\$39,855.81 + 750 = \$40,605.81 * 1.035 = \$42,027.01$  (2019-2020 school year base pay).

**C. *Supplementals***

Effective with the 2019-2020 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 Handbooks.

## **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 of \$300.00 in any given 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.

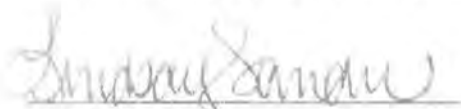
**ARTICLE XIX**  
**EMPLOYMENT OF STRS RETIREES**

- 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. The employee will receive a salary mutually agreed upon by the candidate and Superintendent, with the understanding that in no event will the employee be credited with more than ten (10) years of experience.
  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 30<sup>th</sup> 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 (1<sup>st</sup>) day of August 2019 and will remain in effect through the thirty-first (31<sup>st</sup>) day of July 2022, unless amended by agreement of both parties.



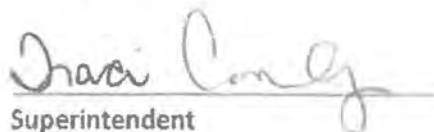
V. T. A. President



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**

**2019-2022**

<b>POSITION</b>	<b>STEP 0 \$</b>	<b>STEP 1 \$</b>	<b>STEP 2 \$</b>	<b>STEP 3 \$</b>
Assistant Athletic Director	2449	2756	3062	3367
Head Baseball	2449	2756	3062	3367
Assistant Baseball	1225	1530	1837	1837
Head Boys Basketball	3980	4286	4592	4898
Assistant Boys Basketball	2449	2756	3062	3367
Freshman Boys Basketball	1225	1530	1837	1837
Head Girls Basketball	3980	4286	4592	4898
Assistant Girls Basketball	2449	2756	3062	3367
Jr. High Basketball (Both)	2449	2756	3062	3367
Jr. High Basketball (One)	1225	1530	1837	1837
Head Football	3980	4286	4592	4898
Assistant Football	2449	2756	3062	3367
Jr. High Football	1225	1530	1837	1837
Head Softball	2449	2756	3062	3367
Assistant Softball	1225	1530	1837	1837
Boys Track	2449	2756	3062	3367
Girls Track	2449	2756	3062	3367
Jr. High Track	1225	1530	1837	1837
Head Girls Volleyball	3980	4286	4592	4898
Assistant Volleyball	2449	2756	3062	3367
Freshman Volleyball	1225	1530	1837	1837
Jr. High Volleyball (Both)	2449	2756	3062	3367
Jr. High Volleyball (One)	1225	1530	1837	1837
Weight Room	1225	1530	1837	1837
Cheerleading Advisor	2449	2756	3062	3367
Jr. High Cheer Advisor (Both)	1225	1530	1837	1837
Jr. High Cheer Advisor (One)	613	746	918	918

Annual Advisor	2449	2756	3062	3367
Band	3980	4286	4592	4898
Assistant Band	2449	2756	3062	3367
Summer Band	918	918	1225	1225
Majorette Advisor	918	918	1225	1225
Class Play Advisor	305	305	613	613
Honor Society	305	305	613	613
Jr. High Honor Society	305	305	613	613
Quiz Bowl Advisor – High School	305	305	613	613
Quiz Bowl Advisor – Jr. High	305	305	613	613
Senior Class Advisor	2449	2756	3062	3367
Junior Class Advisor	2449	2756	3062	3367
Grade 9-10 Advisor	305	305	613	613
Student Council	918	918	1225	1225

**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:

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

\_\_\_\_\_  
Signature of Aggrieved

**APPENDIX C**  
**PROFESSIONAL GROWTH PLAN**

\_\_\_\_\_  
\_\_\_\_\_  
SCHOOL YEAR  
**PROFESSIONAL GROWTH PLAN**

TEACHER: \_\_\_\_\_

TEACHER SIGNATURE: \_\_\_\_\_

EVALUATOR: \_\_\_\_\_

EVALUATOR SIGNATURE: \_\_\_\_\_

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

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 D**

**TEACHER BONUS RUBRIC, VOLUNTEERISM FORM, AND LOGS**

**VANLUE LOCAL SCHOOL TEACHER BONUS RUBRIC**  
*All evidence due to Principal at check out at end of school year.*

<p><u>Attendance:</u>          Absent 2 or less days <u>30</u> points          Absent 4 or less days <u>20</u> points          Absent 6 or less days <u>10</u> points          Perfect Attendance: add <u>5</u> bonus points          Over 6 days would not be awarded points          *Not including military, jury duty, bereavement and religious leave, or professional days approved or requested by Administration</p>	<p>30(5) total points:</p>
<p><u>Performance on State Report Card:</u>          *Based on previous year's data.          School grade A Average: <u>15</u> points          School grade B Average: <u>10</u> points          School grade C Average: <u>5</u> points          *Not applicable until second year with the district. Required qualifying points for rubric would then be reduced by <u>15</u> points.          *Elementary teachers (K-5) = Elementary School Report Card Grade          *High School teachers (6-12) = High School Report Card Grade          *K-12 teachers = District Report Card Grade</p>	<p>15 total points:</p>
<p><u>Volunteerism:</u>          Volunteerism in support of students outside of school day          See Attached Form</p>	<p>40 total points:</p>
<p><u>Cumulative Performance Rating for the current school year:</u>          Accomplished 20 points          Skilled 10 points          Developing 5 points          Ineffective 0 points          If not evaluated during this school year due to evaluation sequence for accomplished and skilled than points will be given for your average student growth measure as followed for that year: 5 or 4- 20 points, 3- 10 points, 2- 5 points, 1or 2- 0 points</p>	<p>20 total points:</p>
<p><u>Professional Growth</u>          40 or more contact hours- 10 points          39-30 contact hours- 8 points          29-20 contact hours- 6 points          Anything accepted by LPDC counts towards the points. The Professional Development must have been completed in the school year from May – May          See Attached Form</p>	<p>10 total points</p>
<p><u>Parent /Teacher Communication</u>          Make contact with parents through phone calls or face to face conversation (excludes parent teacher conferences)          See Attached Form</p>	<p>20 total points</p>
<p>90 points or more = \$1750 Bonus          89- 80 points = \$1500 Bonus          79-75- points = \$1250 Bonus</p>	<p><b>Total Points</b> _____</p>

Principal Signature: \_\_\_\_\_  
 Teacher Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Volunteerism

Additional activities may be added each year upon agreement between the V.T.A. President and Administration

Activity	Points Earned	Activity	Points Earned
Non-pay, scheduled tutoring of student before/after the contracted day (10 hours or more per student you are tutoring) A log of student w/ dates and time submitted to principal. (5 points) max is 20 points		Family Math/Science or literacy Night Volunteer (1 pt each)	
Attend an athletic event that you are not getting paid to attend (1 pt per game) max is 20 points		Attend an NHS/NJHS induction ceremony (2 pts)	
Volunteer for school concession stand (1 pt per date) max is 10 points		First Aid Certification/CPR Certification Must be new or a renewal as of June 2019 (5 pts each)	
Volunteer to take tickets for an athletic event (1 pt per date) max is 10 points		Write 3 or more letters of recommendation for students max is 5 points	
Volunteer to help at an Athletic Booster event (2 pts per event) max is 10 points		Attend Freshman orientation (1 pt)	
Attend an Athletic or Music Booster Meeting (non-members) (1 pt per meeting) max is 10 points		Volunteer to work a quiz bowl match (2 pts per match) max is 10 points	
Volunteer to help at a Music Boosters event (2 points per event) max is 10 points		Family Math/Science or Literacy Night Coordinator (5 pts)	
Attend a school music concert/school program that does NOT include your grade level that you teach (2 pts per event) max is 10 points		Attend Vanlue Graduation (2 pts)	
Attend Vanlue College Credit Plus Meeting (1 pt)			
Write a new grant for your classroom (5 pts)			
Chaperone a school dance (non-supervisors) (2 pts a dance)			

# Volunteerism Log

Each time you attend an event/activity, please log it separately. All evidence due to principal at check out at end of school year.

Teacher Name: \_\_\_\_\_ School Year: \_\_\_\_\_ - \_\_\_\_\_

Event/Activity:	Date:	Event/Activity:	Date:

## Professional Growth Log

All evidence due to Principal at check out at end of school year. Copies of Evidence of completion must be attached to this chart.

Teacher: \_\_\_\_\_

School Year: \_\_\_\_\_ - \_\_\_\_\_

Professional Development Activity	Date	Contact Hours Earned	Enclosed Evidence of Satisfactory Completion
			<input type="checkbox"/> Grade <input type="checkbox"/> Certificate <input type="checkbox"/> Other _____
			<input type="checkbox"/> Grade <input type="checkbox"/> Certificate <input type="checkbox"/> Other _____
			<input type="checkbox"/> Grade <input type="checkbox"/> Certificate <input type="checkbox"/> Other _____
			<input type="checkbox"/> Grade <input type="checkbox"/> Certificate <input type="checkbox"/> Other _____
			<input type="checkbox"/> Grade <input type="checkbox"/> Certificate <input type="checkbox"/> Other _____
			<input type="checkbox"/> Grade <input type="checkbox"/> Certificate <input type="checkbox"/> Other _____
			<input type="checkbox"/> Grade <input type="checkbox"/> Certificate <input type="checkbox"/> Other _____
			<input type="checkbox"/> Grade <input type="checkbox"/> Certificate <input type="checkbox"/> Other _____
			<input type="checkbox"/> Grade <input type="checkbox"/> Certificate <input type="checkbox"/> Other _____
			<input type="checkbox"/> Grade <input type="checkbox"/> Certificate <input type="checkbox"/> Other _____
			<input type="checkbox"/> Grade <input type="checkbox"/> Certificate <input type="checkbox"/> Other _____
			<input type="checkbox"/> Grade <input type="checkbox"/> Certificate <input type="checkbox"/> Other _____



## Parent/Teacher Communication Log

Name \_\_\_\_\_

Teachers must contact the following percentage of their total student population. If you teach a semester course, you will need to make contact with students in both semesters. Parent teacher conference contact requirements do not count.

High School 45%      Junior High 50%      Grades 4-5 100%      Grades K-3 and Title1 100% per semester  
 Foreign Language 100%      Art, Music, PE, Computers and Guidance 15%

Student Name:	Date: _____ Phone _____ In person _____	Reason:	Outcome:
Student Name:	Date: _____ Phone _____ In person _____	Reason:	Outcome:
Student Name:	Date: _____ Phone _____ In person _____	Reason:	Outcome:
Student Name:	Date: _____ Phone _____ In person _____	Reason:	Outcome:
Student Name:	Date: _____ Phone _____ In person _____	Reason:	Outcome:
Student Name:	Date: _____ Phone _____ In person _____	Reason:	Outcome:
Student Name:	Date: _____ Phone _____ In person _____	Reason:	Outcome:
Student Name:	Date: _____ Phone _____ In person _____	Reason:	Outcome:
Student Name:	Date: _____ Phone _____ In person _____	Reason:	Outcome:
Student Name:	Date: _____ Phone _____ In person _____	Reason:	Outcome:
Student Name:	Date: _____ Phone _____ In person _____	Reason:	Outcome:
Student Name:	Date: _____ Phone _____ In person _____	Reason:	Outcome:
Student Name:	Date: _____ Phone _____ In person _____	Reason:	Outcome:
Student Name:	Date: _____ Phone _____ In person _____	Reason:	Outcome:
Student Name:	Date: _____ Phone _____ In person _____	Reason:	Outcome:
Student Name:	Date: _____ Phone _____ In person _____	Reason:	Outcome:
Student Name:	Date: _____ Phone _____ In person _____	Reason:	Outcome:
Student Name:	Date: _____ Phone _____ In person _____	Reason:	Outcome:
Student Name:	Date: _____ Phone _____ In person _____	Reason:	Outcome:

