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CONTRACT

BETWEEN THE

VAN WERT FEDERATION OF TEACHERS  
LOCAL #4088, AFT/OFT

AND

THE BOARD OF EDUCATION

OF

THE VAN WERT CITY SCHOOLS

JUNE 30, 2011

TO

JUNE 29, 2014

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ARTICLE I  
RECOGNITION

A. Recognition

The Van Wert City Board of Education recognizes the Van Wert Federation of Teachers, AFT/OFT, as the sole and exclusive bargaining agent for all full time and part time certified employees, excluding substitute teachers, administrative and supervisory personnel, and school psychologists.

The subjects of negotiations will be all matters relating to wages, hours, terms and other conditions of employment and the term of recognition will be continuous unless the Van Wert Federation of Teachers, AFT/OFT, is removed or replaced in accordance with provisions of the Ohio Revised Code 4117.

B. Definition of Terms

The term "Board" when used herein will refer to the Van Wert City Board of Education, Superintendent, principal, and supervisory personnel as that term is defined under provisions of Ohio Revised Code 4117.

The term "VWFT" when used herein will refer to the Van Wert City Education 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 employees in the bargaining unit as defined in Section A. above.

ARTICLE II  
NEGOTIATIONS PROCEDURE

A. Statement of Principles

1. The Board and the VWFT state that the principles stated in succeeding sections of this document will govern the negotiations process between the Board and the VWFT.
2. "Good Faith" requires that the Board and the VWFT negotiate at reasonable times and places, with the intention of reaching an agreement. This includes executing a written contract incorporating the terms of any agreement reached. The obligation to bargain collectively does not mean that either party is compelled to agree to a proposal nor does it require the making of a concession.

B. Subject of Negotiations

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

### C. Requests for Negotiation

1. Either party may notify the other of its intent to initiate negotiations for a successor agreement not later than three (3) months and not earlier than four (4) months, prior to the expiration date of this agreement. Notification in writing from the VWFT will be submitted to the Superintendent. Notification in writing from the Board will be addressed to the President of the VWFT. The above notification will include a list of items from each party to be the subjects of negotiations. These lists may be exchanged at a mutually agreed time within one (1) week of notification.

2. Choice of Format - Within ten (10) days after receipt of such notice, an initial meeting will be held between the representatives of the VWFT and the Superintendent and his designee(s) to determine the format for negotiations described as either the "Problem Solving Approach" or the "Traditional Collective Bargaining Approach".

3. If the Traditional Approach is chosen, then within fifteen (15) working days after that decision, an initial meeting will be held at which VWFT and the Board will submit in writing their proposals.

4. The items proposed will constitute the total negotiations. No new items may be submitted unless by mutual agreement of both parties. Any items not submitted for negotiations and in the current contract will remain in full force and effect in the successor contract.

### D. Negotiation Meetings

1. Negotiation meetings will be scheduled at mutually agreed times and places.

2. Meetings will be scheduled at reasonable intervals.

3. Either party may recess for caucuses.

4. Minutes of meetings will be kept by each party only if it deems necessary, and only in such form and detail as it may determine advisable.

### E. Representation

1. The representatives of the Board will consist of not more than five (5) designees, one (1) of which may be the Superintendent.

2. The representatives of the VWFT will consist of no more than five (5) designees, one (1) being the Negotiations Committee Chairperson of VWFT

### F. Assistance and Study Committees

Either party may call upon professional and lay persons to consider and make

suggestions concerning matters under discussion. No information regarding negotiations will be released by either party to the public or media without giving prior notice to the other party.

#### G. Information

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

#### H. Agreement

1. Tentative agreement on negotiated items will be reduced to writing and initialed by the representatives of each party.
2. The purpose of "tentative agreements" is to develop a package that will be submitted to the teachers and the Board for ratification. Initialing of tentative agreements shall be done in good faith.
3. A final draft will be prepared for review by both parties. The membership of the VWFT must affirm the acceptance of the contract first by a membership vote, and then the same will be presented to the Board for its decision. If approved, the contract will be binding on both parties.
4. Within thirty (30) working days after signing, the contract will be made available to all teachers and Board members. The VWFT will be responsible for the typing of the final negotiated contract. The Board and the VWFT will share the cost for the duplication and distribution of the contract to bargaining unit personnel as well as administrative personnel and Board members.

#### I. Dispute Settlement Procedures

1. Mediation: In the event agreement is not reached by the parties after sixty (60) days of bargaining, either party may request the use of mediation in an effort to reach an acceptable settlement. The negotiation teams will request a mediator from the Federal Mediation and Conciliation Services whose rules and regulations will cover the mediation.

In the event there are costs and expenses for said services, the costs will be shared equally by the Board and the VWFT. However, if after sixty (60) days from commencement of negotiations, should either side request that negotiations be extended before mediation; and, if both parties mutually agree to do so, negotiations before mediation will be extended up to thirty (30) additional days; making ninety (90) days - from the day of the initial meeting - the total number of days for any one negotiation session.

Mediation will continue for thirty (30) days unless both parties mutually

agree to extend this process.

2. Fact-Finding: In the event mediation fails to help the teams reach agreement, the fact-finding process as provided by the State Employment Relations Board will be implemented upon mutual agreement of the Board and VWFT. If during the 2009 re-opener the parties fail to reach agreement, fact-finding automatically will be implemented. This one time provision shall sunset at the time of ratification of the 2009 re-opener.
3. The VWFT agrees that they will not participate in any work stoppage of any kind while the provisions of this contract are in effect.

### ARTICLE III AMENDMENT

If agreed to by the Board and the VWFT, this contract or any part thereof may be amended prior to the expiration of the contract.

Issues not covered in a negotiated contract, or which were negotiated but upon which agreements were not reached during the most recent negotiations may be negotiated or renegotiated only with the mutual consent of the Board and the VWFT.

### ARTICLE IV PROVISIONS CONTRARY TO LAW

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

If any section(s) of this contract is in conflict with federal or state law, except as permitted by Ohio Revised Code 4117.10 (A), then that section is null and void while those sections that are not in conflict with federal or state law remain in full force. Any section(s) found to be in conflict with federal or state law by a court of competent jurisdiction shall be renegotiated by the parties in compliance with the Article III, Amendment of this contract.

### ARTICLE V GRIEVANCE PROCEDURE

The Board and VWFT recognize that for resolving of grievances it is necessary that a procedure be established in the interest of effective personnel management.

The primary purpose of the grievance procedure shall be to obtain equitable solutions at the lowest administrative level and in the shortest period of time.

This procedure shall not limit the right of a teacher having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communications.

Such procedures shall be available to all teachers and no reprisals of any kind shall be taken against any teacher or the Board for participating in the grievance procedure.

A. Grievance Definition

A grievance is a complaint involving the alleged violation of the terms of the written adopted negotiated agreement, board policy and administrative rules. Only a grievance involving the alleged violation of the terms of this written agreement may be taken to Level Six of this procedure.

B. Grievance Provisions

1. An individual grievance shall be initiated by the teacher so aggrieved.
2. A group grievance shall have arisen out of identical circumstance affecting each member of said group.
3. An alleged violation shall be first discussed informally with the appropriate building administrator prior to initiating the grievance procedure.
4. Written Grievances and appeals shall be processed using the grievance forms appearing as Appendix A to this contract. Appendix A shall include (a) the alleged violation; (b) relief sought; and (c) date of initiating procedure. The appropriate form shall be completed at each level of the grievance procedure.
5. Time limits given shall be considered as maximum, unless otherwise extended by mutual written agreement by the parties involved. The parties will agree to reasonable extensions of timelines due to illness or death in the teacher or administrator's family, for professional reasons, or similar reasons beyond the control of the teacher or administrator.
6. Resolution of a grievance at any level shall apply to the stated grievance and shall in no way infringe on the statutory obligations or other policies of the Board or administrative rules.
7. A "day" shall mean all days except Saturdays, Sundays, and holidays when the central administrative office is closed for business.
8. A grievance may be withdrawn at any level without prejudice or record.
9. This grievance procedure may be altered provided both the VWFT and the Board agree upon any changes to be implemented.
10. Date of receiving notice of grievance (Day One) shall mean when administration or Treasurer of Board or employee personally received notice or report.

C. Level One

Any teacher having a complaint shall first discuss such complaint with his/her immediate superior or administrator directly responsible for the complaint within ten (10) days of the cause or basis of the grievance.

D. Level Two

Any teacher who feels he or she has a grievance shall make contact with the Association Grievance Committee to determine if there is a legitimate grievance, which will be supported by the Association. The teacher's contact with the Committee and the Committee's decision whether to support the grievance shall be completed within ten (10) days of the Level One conference.

E. Level Three

The written grievance must be filed within ten (10) days of the Level Two Grievance Committee decision with the building principal or administrator directly responsible for the complaint. If the grievance is filed with the Superintendent or Treasurer as the administrator responsible for the complaint, the grievance will be considered as filed at Level Four and shall bypass Level Three.

1. a. Written grievance shall contain a concise statement of the basis for the grievance.
- b. Written grievance shall contain a reference to the specific provision of the alleged violation.
- c. Copy of such written grievance shall be filed with the Superintendent of Schools and Treasurer of the Board.
2. Each teacher shall have the right to request a hearing before the building principal.
  - a. Hearing shall be conducted within ten (10) days after the receipt of such request.
  - b. The aggrieved teacher shall be advised in writing of the time, place and date of such hearing.
  - c. The teacher shall have the right to be accompanied by a representative of the VWFT Grievance Committee.
  - d. The principal shall have the right to be accompanied by a colleague of his/her choice.
3. The building principal shall take action on grievance as follows:
  - a. If no hearing is requested within ten (10) days after receipt of said

grievance; or

- b. If a hearing is requested, within ten (10) days after the conclusion of the hearing.
- c. The action taken and the reasons for said action shall be put into writing and copies sent to the employee, to the Superintendent, to the Treasurer of the Board, and to the President of VWFT.

F. Level Four

If the teacher does not have grievance resolved satisfactorily at Level Three, such teacher may appeal to the Superintendent as follows:

1. Appeal is to be filed within ten (10) days from receipt of the written report of action taken by building principal or right of appeal is waived. Appeal is to be based on facts and references submitted in Level Three.
2. The teacher shall have the right to request a hearing as follows:
  - a. Hearing shall be conducted within ten (10) days after receipt of the request.
  - b. The aggrieved teacher and building principal shall be advised in writing of the time, place and date of such hearing.
  - c. The teacher shall have the right to be accompanied by a representative of the VWFT Grievance Committee.
  - d. The Superintendent shall have the right to be accompanied by a colleague of his/her choice.
3. The Superintendent shall take action on grievance as follows:
  - a. If no hearing is requested within ten (10) days after receipt of said grievance; or
  - b. If hearing is requested within ten (10) days after the conclusion of the hearing.
  - c. The action taken and the reasons for said action shall be put in writing and copies sent to the teacher, the building principal, Treasurer of the Board and to the President of VWFT.

G. Level Five

If action taken at Level Four does not resolve the grievance such teacher may appeal to the Board as follows:

1. Appeal is to be filed within ten (10) days with the Treasurer of the Board and Superintendent from receipt of the written report of action taken by the Superintendent or right of appeal is waived. Appeal is to be based on facts and references submitted at Level Three and Level Four.
2. The Board shall hear the appeal as follows:
  - a. Appeal to be held at an executive session within ten (10) days of filing request of appeal.
  - b. The teacher shall have the right to be accompanied by a representative of the VWFT Grievance Committee.
  - c. The Board shall have the right to be accompanied by counsel of their choice.
3. The Board shall take action on grievance as follows:
  - a. At a meeting following the executive session or at the next regularly scheduled meeting.
  - b. The action taken and the reasons for the action shall be reduced to writing and copies given to the employee, the building principal, the Superintendent and the President of VWFT.

G. Level Six

If action taken by the Board does not resolve the grievance to the satisfaction of the teacher, VWFT may make a written request to the Board and the VWFT that the grievance be submitted to arbitration by the American Arbitration Association. This written request must be made within ten (10) days after receiving the Board's written action on the grievance.

The arbitrator shall hold such meetings as he/she determines necessary to make a fair and impartial ruling on the grievance.

The jurisdiction and authority of the arbitrator shall be limited to the interpretation of the written provisions of this Agreement. The arbitrator shall have no power to alter, add to, or subtract from or in any way modify the terms and conditions of this Agreement.

The ruling and recommendations of the arbitrator shall be made in writing to the grievant, the Superintendent, the Board, and the VWFT, and shall be final to the limit of the grievance as stated. Decisions of the arbitrator shall be binding on both parties.

Any costs for the services of the arbitrator shall be borne equally by the Board and the VWFT.

ARTICLE VI  
LABOR MANAGEMENT COMMITTEE

A. General Guides

1. It is recognized that recommendations growing out of these meetings are not binding.
2. No grievances shall be discussed and no bargaining shall take place.
3. Topics that could lead to grievances may be discussed.
4. Each person wishing to speak shall be recognized by the Chairperson before speaking.
5. The Chairperson shall recognize a motion from either party to table a topic for further study.
6. Either party may initiate a request to the Federal Mediation and Conciliation Service for assistance.
7. Each topic shall be discussed fully and action reached before proceeding to another topic. Topics requiring further study may be tabled. Where mutually satisfactory decisions are not reached, the topic shall be canceled, reverting to its proper place in the labor-management relationship - for instance, grievance procedure, negotiations, etc.

B. Labor Management Committee

1. The Board and the VWFT desiring to foster better day-to-day communications, and to achieve and maintain a mutually beneficial relationship through the use of a continuing communications program to effectively maintain stable labor-management relations and avoid controversies, do hereby establish these bylaws for a Labor Management Committee.
2. The purpose of the Committee is to discuss, explore and study problems referred to it by the parties to this Agreement. The Committee, by mutual agreement, shall be authorized to make recommendations on those problems that have been discussed, explored and studied.
3. In order to have a frank and open discussion, the Committee shall have no authority to change, delete or modify any of the terms of the existing Board-VWFT Agreement, nor to settle grievances arising under the Board VWFT Agreement. Committee discussions shall not be publicized except for those recommendations that have been mutually agreed upon.
4. The Committee shall be composed of ten (10) members, five (5) representing the VWFT and five (5) representing the Board. The VWFT Committee shall

be the VWFT President and four (4) members chosen by the VWFT Executive Committee. The Board Committee shall be the Superintendent and four (4) members chosen by the Board associated with the school, unless otherwise mutually agreed. A representative of the Federal Mediation and Conciliation Service may be invited to attend and participate in Committee meetings.

5. Chairing the Committee shall alternate between a representative appointed by the Board and a representative appointed by the VWFT. The representative appointed as Chairperson shall serve a term commencing with the close of the meeting at which the appointment is announced and continue until the end of the next meeting.

Meetings shall be held monthly as agreed by the Chairpersons. However, interim meetings may be held if mutually agreed to by the Committee.

Meetings shall be conducted in school unless otherwise agreed to.

Meetings shall begin at a time agreed upon by the parties.

The Chairperson shall cause an agenda to be prepared for the meeting and distributed to all members at least two (2) working days prior to the meeting.

#### ARTICLE VII BUILDING ADVISORY COMMITTEE

- A. For the purpose of improving communications within each building, a Building Advisory Committee will be established.
- B. The Committee's size is to be determined by the building principal and his/her staff except that it will be no smaller than three (3) members and no larger than seven (7) members.
- C. The building principal and a VWFT building representative are to automatically be members of the Committee and the remaining members are to be elected by the building staff. A member of the classified staff may be a member of their building committee if they desire.
- D. Meetings will be held as called by the principal or a majority of the members of the committee.
- E. The Committee will be advisory only.

#### ARTICLE VIII MANAGEMENT RIGHTS

The Board shall have the sole and exclusive right to control all functions and operations and set all policies regarding the Van Wert City Schools, including but not limited to, the sole and exclusive right to, except as otherwise provided in this Agreement:

- A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions/programs of the public employer, standards of services, its overall budget, utilization of technology and organization structure;
- B. Direct, supervise, evaluate or hire employees;
- C. Maintain and improve the efficiency and effectiveness of educational operations;
- D. Determine the overall methods, process, means or personnel by which educational operations are to be conducted;
- E. Suspend, discipline, demote or discharge for just cause, or lay-off, transfer, assign, schedule, promote or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the employer as a unit of government;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the public employer as an educational unit.

ARTICLE IX  
VWFT RIGHTS

A. New Staff Members

Names and addresses of newly employed professional staff will be made available to the VWFT on request. Arrangements are to be made with the office of the Superintendent or Treasurer's office.

B. Use of School Facilities

The VWFT may have the privilege of using school bulletin boards, mailboxes, inter-school mail delivery, school facilities, and e-mail to conduct VWFT business.

Use of school facilities for meetings are to be arranged through the building principal involved.

Use of school bulletin boards, mailboxes and inter-school mail delivery are to be arranged with building principal and/or Superintendent.

C. Payroll Deductions

1. The Board agrees to authorize deductions for VWFT dues and VWFT C.O.P.E. Salary deductions for professional organization dues will be made if the personnel so requests. The initial request must be made in writing to the Treasurer of the Board before October 1st. Dues deductions will be

continuous from year to year unless a teacher revokes the authorization by October 1<sup>st</sup>.

The VWFT indemnifies and holds harmless the Board, its administrators or any employee against any and all claims, demands, suits, or other liability arising out of action taken by, or in behalf of, any member of the bargaining unit regarding the deduction of dues and/or other union fees of any type.

2. The Board further agrees to authorize deductions for the Van Wert County United Way, tax-sheltered annuities, savings bonds, credit unions, and payroll savings, plus other deductions mutually agreed upon by the VWFT and the Board. Effective October 1, 1990, there must be five (5) Van Wert employees signed up for a new tax-sheltered annuity before deductions begin.
3. No payroll deduction of any kind will be made without the proper and individual authorization of the employee.

## ARTICLE X LEAVES

### A. General Sick Leave Policies

1. Each fulltime teacher shall be granted one and one-fourth (1 1/4) days per month sick leave, accumulative to a maximum of one hundred ninety-five (195) days with full pay.
2. Sick leave earned in other Ohio Schools and/or governmental agencies after July 1, 1950, may be transferred to the Van Wert City Schools.
3. After a new fulltime teacher has completed one (1) complete day, five (5) days of sick leave credit will be advanced until it is earned.
4. Sick leave may be taken in full, one-half (1/2), or one-quarter (1/4) day increments.
5. Immediate family is interpreted to include parent, step-parent, child, step-child, spouse, in-law, sibling, grandparent, grandchild, foster child, and any individual living in the same household in permanent residency.

### B. Emergency/Personal Leave

#### 1. Emergency Leave-One Day

Teachers will be granted one (1) day of emergency leave for emergency reasons. Emergency reasons are defined as the necessity to conduct unanticipated business which must be taken care of during a regular school day.

The following procedure is to be followed and provisions apply:

- a. Application is to be made in advance to building principal by completing emergency leave form or if not possible by the telephone.
- b. Reason for use of emergency leave is to be provided.
- c. Days are not accumulative and are not deductible from sick leave.
- d. This day may not be used for gainful employment or seeking other gainful employment.

## 2. Personal Leave-Two Days

Teachers may apply for and be granted up to two (2) personal days for transaction of personal business and/or civic duties which cannot be conducted outside the normal school day.

The following procedures are to be followed and these provisions apply:

- a. Application is to be made one (1) week in advance of date of requested personal day. Applications must be made to the Principal, subject to the Superintendent's approval.
- b. Day(s) cannot be used to extend any vacation period at beginning or end of a scheduled vacation.
- c. A substitute teacher must be available for requested personal day.
- d. A limit of personal days by building will be in effect for any one (1) school day as follows:
  1. S.F. Goedde Building - One.
  2. Washington, Franklin, Jefferson - Two.
  3. Van Wert Middle School - Three.
  4. High School - Four.

When the restructuring occurs, representatives of the parties shall meet and adjust these numbers.

- e. These days may not be used for gainful employment or seeking other gainful employment.

## 3. Unused Days

Unused personal leave days and emergency leave days will be added to the teacher's retirement severance pay bank described in Article XIV-Retirement Severance Pay, Section (B) unless the teacher files with the treasurer by June 15<sup>th</sup> following the particular school year an election to cash out those unused days. Such payment will be at the casual substitute teacher rate in effect at the end of that school year. Such payment will be made by the second pay in July.

C. Sick Leave for Paternity/Maternity or Adoption Reasons

1. The thirty-five (35) days of sick leave, absence for maternity is considered as thirty-five (35) work days (Monday through Friday) per the adopted school calendar of the Board if birth occurs while the school year is in progress.
2. The thirty-five (35) days shall be counted from the time a doctor's verification is given that the teacher cannot continue performing her duties before the delivery of the child.
3. If birth occurs during the summer months when school is not in session, the counting of thirty-five (35) days shall begin on date of delivery of child forward using Monday through Friday as days to be counted.
4. A teacher who leaves his/her job on maternity sick leave and returns in the same school year shall return to the position he/she left when taking said sick leave.
5. A teacher who has used all of his/her accumulated sick leave for maternity reasons during a school year shall be granted an unpaid leave of absence for the remainder of that school year or until his/her doctor verifies that he/she is able to return to his/her position.
6. If birth occurs between the end of one (1) school year and the beginning of the next school year (summer months), a teacher shall be granted an unpaid leave of absence not to exceed the following school year.
7. Adoption of a child by a teacher shall be treated like birth of a child under this Section C. The thirty (35) days shall begin with the date on which the child is placed with the teacher, or days immediately preceding placement with the teacher that are connected with the placement and adoption, whichever is earlier.

D. Adoption Leave

A leave of absence without pay of up to one (1) year and not to exceed one (1) year may be granted upon request when a child is to be adopted.

The effective date of such adoption leave will be that as determined by the regulations of the adoption agency. The Superintendent shall be notified of this date as soon as possible so arrangements for filling the vacated position can be made.

The leave of absence is to be for one (1) complete or continuous year, not for part of two (2) school years.

E. Leave of Absence

Upon the written request of a teacher, the Board may grant a leave of absence for

a period of not more than two (2) consecutive school years for educational or professional or other purposes, and shall grant such leave where illness or other disability of the teacher and/or of the immediate family is the reason for the request. Upon subsequent request, such leave may be renewed by the Board. Without request, a Board may grant similar leave of absence or renewals thereof to any teacher because of physical or mental disability, but such teacher may have a hearing on such unrequested leave of absence or its renewals in accordance with Section 3319.16 of the Ohio Revised Code. Upon the return to service of a teacher at the expiration of a leave of absence, he/she shall resume the contract status which he/she held prior to such leave.

Any teacher on leave of absence who wishes to return to his/her teaching duties the following year shall notify the Superintendent prior to April 1<sup>st</sup> of the year leave of absence was granted. Failure to notify the Superintendent shall be considered a violation of the terms of the leave of absence and result in loss of leave of absence rights.

#### F. VWFT Activities and Professional Leave

1. Members of the bargaining unit may have up to two (2) professional leave days of his/her preference which are subject to approval by the building principal and the Superintendent.

Any professional leave days taken at the request of the administration (teacher or administration initiated) will not count toward the two (2) days of employee preference.

2. Elected representatives of the VWFT may use two (2) professional leave days to attend state or national conventions. The Board shall pay the costs of substitutes only.
3. Special education teachers shall be granted one (1) day of professional leave for collaboration with other teachers and one (1) day of professional leave to write I.E.P.'s. In addition, special education teachers are entitled to use either or both of their two (2) professional leave days under subsection (F) (1) above for collaboration or to write I.E.P.'s.
4. Requests for professional leave are to be filed with the teacher's building principal at least one week (7 days) previous to the date for which leave is requested.

#### G. Spousal Leave

Unpaid leave will be granted, upon request, for the purpose of accompanying a spouse. The maximum number of days for this leave will be no greater than five (5) days for one (1) request in a two (2) year period. Teachers may request time other than stated above and it will be the Board's decision to grant this extra time.

#### H. Jury Duty

A teacher called for jury duty or subpoenaed to give testimony before any judicial or governmental tribunal shall be compensated at the regular personal per diem rate, provided the pay, if any, for performance of such legally required obligations is turned into the Treasurer's office, except in the following cases:

1. Where the teacher is a principal in a criminal or civil action;
2. Where the legal action is brought against the Board by the VWFT or any member of the bargaining unit.

If the teacher is excused by the Court, the teacher is expected to return to school during their normal work day, if practicable. A teacher who is subpoenaed shall receive paid leave not to exceed two (2) days annually, unless additional days are approved by the Superintendent.

#### I. Bereavement Leave

Up to three (3) work days plus necessary travel time will be granted with pay to attend the funeral/memorial service of a member of the employees' immediate family (as outlined in Article X, Section A-5) to take care of family business. It is the employee's responsibility to reasonably determine the number of days that will be necessary. In the event of an additional occurrence within the contract year, up to three (3) days plus necessary travel time may be approved by the Superintendent.

These days will not accumulate and will not be deducted from sick leave.

If there is a funeral/memorial service for a person not in the immediate family, personal leave may be requested to attend the service. If all personal days have been taken, the employee may use sick leave (maximum of three (3) days plus necessary travel time for this purpose).

#### J. Assault Leave

1. Leave for employee absences resulting from a physical injury attributable to an assault while the employee is engaged in the performance of job-related duties will be granted without loss of pay and/or benefits.
2. Assault leave will be limited to a maximum of ten (10) work days per contract year (July 1 through June 30), not chargeable, to sick leave or personal leave, and will be non-accumulative from year to year.
3. If upon exhaustion of the allowed ten (10) assault leave days, the individual is unable to perform his/her work duties, he/she may apply for sick leave, Workers' Compensation (if eligible), an unpaid leave of absence, or disability retirement. Should the individual qualify for Workers' Compensation, he/she shall receive the difference in pay between his/her regular rate of pay and the Workers' Compensation benefit until such time as the benefit terminates.

K. Treatment of Leave on a Calamity Day

Members of the bargaining unit will not be assessed sick, compensation and/or professional leave if school is canceled for "calamity" reasons.

L. Changes in Federal Law

Any Federal Law changes throughout the duration of the contract shall uniformly apply as if adopted.

ARTICLE XI  
WORKING CONDITIONS

A. Contracts

1. One (1) year limited contracts for each of the first three (3) years of employment in the Van Wert City Schools upon recommendation of the administration responsible and the Superintendent.
2. Two (2) year limited contracts beginning with the fourth year of employment in the Van Wert City Schools and two (2) year renewals thereafter, upon the recommendation of the administrator responsible and the Superintendent.

3. Continuing Contracts

Teachers eligible for a continuing contract are teachers who have taught (3) of the last five (5) years in the District and those teachers who have attained continuing contract status elsewhere and have served two (2) years in the District. Additional requirements for eligibility for a continuing contract are governed by O.R.C. 3319.08 (B):

- a. Any teacher holding a professional, permanent, or life teacher's certificate.
- b. Any teacher holding a professional educator license who has completed the applicable one of the following:

(1) If the teacher did not hold a masters degree at the time of initially receiving a teacher's certificate under former law or an educator's license, thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules of the State Board of Education;

(2) If the teacher held a masters degree at the time of initially receiving a teacher's certificate under former law or an educator license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance

of such certificate or license, as specified in rules which the State Board of Education shall adopt.

4. The mutually-agreed upon evaluation procedures shall supercede Ohio Revised Code sections 3319.11 and 3319.111.

B. School Year

1. The salary scale is based on a school year of one hundred eighty-two (182) days. The Board may provide additional compensation for special duties and responsibilities over and beyond the normal school year, or the regular school day.

C. School Calendar

Prior to the Superintendent's recommendations to the Board about school calendar(s), the Superintendent will survey the VWCS staff in regard to the calendar(s) for the next school year(s) and the scheduling of make-up days.

D. Pay Periods

The Board will utilize a twenty-six (26) pay system for payment of employee salaries. The Board reserves the right to set up the order of the twenty-six (26) pay periods according to the most convenient procedure in balancing out old contracts and starting new contracts and setting up schedule of deductions as approved by employees. Beginning with the first period of the 2011-2012 school year, all employees will receive all payroll payments via direct deposit including electronic check stub notice.

E. Vacancies

1. All vacancies in the District shall be posted on the Internet (District web page and tech page).
2. A notice of each posting shall be e-mailed to all teachers.
3. During the school year vacancies will be posted in writing. Such postings shall be close to the staff mailboxes in each building and outside the Superintendent's office.
4. During summer months, the written posting shall be posted in writing outside the Superintendent's office.
5. Vacancies to be posted include all newly created positions and positions for which the required certification has changed.
6. In the case of resignations, the posting will occur as soon as resignation is submitted or no later than two (2) days after such resignation is accepted by the Board.

7. Any currently employed teacher will have the right to apply for such vacancy subject to the application deadline dates set by the Superintendent for all applications. The application deadline date will be included with notice of vacancy to be posted.

F. Supplemental Pay Periods

Beginning with the start of the 2011-2012 school year all supplemental payments will be within the bi-weekly pay periods.

G. Substitution

If it is necessary for a regular teacher to cover or fill in for another teacher, the building principal will make the assignment taking into consideration availability of staff and consideration of plans previously made by the staff member or members.

If an emergency situation exists, the building principal may assign staff to cover such emergency as he/she sees fit.

H. Mileage Rate

Teachers that use their personal automobile for approved School District purposes shall be reimbursed at the I.R.S. mileage rate in effect on the date of the trip.

I. Para-Professionals

The past practice of the Board has been to provide para-professionals when a need was shown and funds were available. This decision will be made by the Superintendent.

J. K-2 / 3-5 Class Size

Class size in Grades K, 1, and 2, will not exceed 25 in 2002-03, and will not exceed 22 beginning in 2003-04. Class size in Grades 3, 4, and 5 will not exceed 25 beginning in 2003-04. If special circumstances exist, the Building Advisory Committee in the affected building may decide to exceed any of these numerical limits.

K. Work Day

1. Regular Workday: The work day for all full-time teachers shall not exceed seven (7) hours and fifteen (15) minutes. This time includes planning time and thirty (30) minutes for lunch. Assigned student contact time will not exceed one thousand six hundred fifty (1,650) minutes per week. Teacher preparation time will be a minimum of two hundred (200) minutes per week.
2. Intervention/ Title I Teachers: The regular contract days for any intervention / title I teachers shall be scheduled on the same days as for the rest of the bargaining unit, but the starting and ending times for any

intervention / title I teachers may vary according to needs of students so long as the total workday for any intervention/title I teachers shall be the same as for other teachers.

3. Three-Hour Delay: If conditions merit, the Superintendent or designee may call for a three-hour delay in the start of school. If a three-hour delay is implemented, the school day may be extended up to sixty minutes past the regular end of the school day for staff and students.

#### L. Drug-Free Workplace

No teacher shall unlawfully manufacture, distribute, dispense, possess or use any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, alcohol or any other controlled substance as defined in federal and State law, in the workplace.

"Workplace" is the site for the performance of any work done in connection with the school district. The workplace includes any school building, school property, school-owned vehicles or school approved vehicles used to transport students to and from school or school activities (at other sites off school property) or any school-sponsored or school-related activity, event or function, such as a field trip or athletic event in which students are under the jurisdiction of the school authorities.

As a condition of employment, each teacher shall notify his/her supervisor, in writing, of his/her conviction of any criminal drug statute for a violation occurring in the workplace as defined above, not later than five (5) days after such conviction.

Teachers will be given a copy of the standards of conduct and the statement of disciplinary sanctions and will be notified that compliance with the standards of conduct is mandatory. Teachers who violate the policy shall be subject to disciplinary proceedings in accordance with prescribed school district administrative regulations, local, state, and federal laws and/or the negotiated agreement, up to and including termination. Any teacher who for the first time possesses or uses any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, alcohol or any other controlled substance as defined in federal and State law, in the workplace shall not be disciplined, but as a condition of employment shall be required to participate in a drug abuse assistance or rehabilitation program approved by the Board.

Teachers will be provided the opportunity to participate in a drug-free awareness program to inform them of requirements, services and penalties.

Annually employees will receive a list of local drug and alcohol counseling, rehabilitation and re-entry programs and services which are available in the community. Lists will also be available in the central office.

## ARTICLE XII PERSONNEL FILES

Each teacher shall have only one (1) personnel file which shall be maintained in the Superintendent's office.

### A. Material in File

No material derogatory to a teacher's conduct, service or personality shall be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the material with the understanding that such signature in no way indicates agreement with the contents thereof. Refusal to sign the material by the teacher shall be noted, but not preclude placing it in the file. The teacher shall have the right to submit a written response to such material and the response shall be attached to the material in question.

### B. Access to the File

1. The teacher shall have the right, within a reasonable time, upon request to the Superintendent, to review and obtain one (1) copy of the material in the file excluding confidential pre-employment information, ratings, reports, or records which were obtained prior to the employment of the teacher involved.
2. The Superintendent, or immediate supervisor who have justifiable employment reason shall be given access to the file. A log shall be kept of person(s) who have examined the file and the date of such examinations. This does not prohibit access to an individual's file by the public as cited in Ohio Revised Code 149.43. If a person other than the teacher, the Superintendent, or immediate supervisor who have justifiable employment reason request to have access to a teacher's file, the teacher shall be notified of the request. The teacher will also be granted the ability to be present when the above request is fulfilled.

### C. Signing Materials

Any person who places written material or drafts written material for placement in a teacher's file shall sign the material and signify the date on which such material was drafted. Any written materials placed in a personnel file shall indicate the date of such placement. No material shall be placed in a personnel file without the teacher receiving a copy. Material not dated or signed shall be withdrawn and destroyed.

## ARTICLE XIII REDUCTION IN FORCE

When by reason of decreased enrollment of pupils, return to duty of regular teacher

from a leave of absence or for other reasons, the Board decides it will be necessary to reduce the number of teachers, contracts will be suspended by the following procedure:

- A. Those teachers with continuing contract status will be given preference over all others in his/her area of certification/licensure on a seniority basis.
- B. Those teachers with limited contracts will be given preference on a seniority basis in his/her areas of certification/licensure.
- C. Suspended teachers will have the right of restoration of contract in the order of seniority in the District, first those with continuing contracts, then those with limited contracts, if and when teaching positions become vacant or are created for which any of such teachers are qualified. Teachers will be placed on the R.I.F. list for a period not longer than twenty-four (24) months.
- D. In the event seniority status of teachers under consideration is equal, seniority shall be determined by:
  - 1. Date of Board meeting at which teacher was hired,
  - 2. If, after application of 1. above, seniority is still equal, the decision will be made by the administration and approval by the Board.
- E. The order of recall shall be the reverse of the layoff order. The offer of recall shall be made by written notice sent to the employee at his/her most recent address of record by certified mail. It is the employee's responsibility to keep the Board informed of his/her up-to-date address. The employee shall have seven (7) days after the receipt of the certified mail notice to accept the offer of recall. Any certified mail returned undelivered for any reason shall be cause for removal of the employee's name from the recall list. If he/she does not accept or fails to respond within the seven (7) days, his/her name shall be eliminated from the recall list and his/her employment relationship with the Board shall cease.

If the first employee on the recall list for an area of certification/licensure does not accept the recall, the Board shall offer the position to the next most senior employee by the procedure outlined by this Article, and so on, until the position is filled. If the teacher refuses recall to any position offered, it shall constitute a resignation of his/her employment.

#### ARTICLE XIV RETIREMENT SEVERANCE PAY

- A. The Board will pay teacher severance pay for .257 of unused accumulative sick leave up to a maximum of one hundred ninety-five (195) days of accumulated sick leave at the per diem rate of pay for the teacher at the time of his/her official retirement from the Van Wert City Schools. Any teacher with less than ten (10) years of experience in the Van Wert City Schools will be paid severance only on the basis of severance earned as a teacher in the Van Wert City Schools. The total earned amount will be paid in one lump sum and the employee must make application within ninety (90) days after the last contract day.

- B. The maximum number of days for which retirement severance pay will be granted is 50.12 except as follows:

Once a teacher has accumulated the maximum of one hundred ninety-five (195) days of sick leave, any additional sick leave will be recorded and upon retirement from the Van Wert City Schools such teacher shall receive one-fifth (1/5) of the accumulated days over one hundred ninety-five (195) as additional severance pay up to an additional twenty-five (25) days for a maximum of 75.12 days of severance pay at retirement.

Any days over the one hundred ninety-five (195) of maximum sick leave listed in Article X - Section A (General Sick Leave Policies) shall not be available for regular or maternity sick leave payment or purposes.

- C. Retirement severance pay shall be paid at the death of a teacher provided said teacher was eligible for retirement at the time of death under the rules of the STRS of Ohio.
- D. Upon retirement from the Van Wert City School District, the teacher must provide evidence to the Treasurer of receipt of the first STRS retirement check or verification from STRS of the teacher's retirement. The Treasurer shall pay the teacher his/her severance pay within three (3) weeks of verification, or if the teacher so chooses, unless legal requirements or the Board preclude it, the severance will be paid the first pay in January in the year following the retirement.

#### ARTICLE XV INSERVICE AND ADDITIONAL COLLEGE TRAINING

A. Staff Development

1. The use of the 181<sup>st</sup> and 182<sup>nd</sup> days of the work year for in-service/professional development shall be scheduled by the administration and Board as part of the calendar process.
2. The VWFT in conjunction with the VWCS Administration shall work cooperatively on professional development activities to mutually meet the needs of all employees. To this end, prior to the beginning of each school year, a joint committee called the "Staff Development Committee" shall be established to coordinate professional development activities for "waiver days" as well as any out-of-school or two-hour delay activities. Representation on the committee shall be as follows: Teacher representation shall be one representative from each elementary building and two representatives from the middle school and high school respectively. Administrative representation on the committee shall be one elementary, middle school, and high school administrator as well as one administrator appointed by the superintendent.
3. Completion of Staff Development (A)(1) and (2) does not exempt the teacher from administratively required meetings.

B. College Training

1. Reimbursement will be paid each year by October 31 for the previous twelve (12) month cycle if the staff member is still employed by the board.

Each year the Board shall provide an amount for college training reimbursement equal to  $\frac{1}{2}$  of the base teacher salary to be budgeted equally per semester hour among all teachers taking course work.

2. Teachers must submit an application for reimbursement for college coursework prior to the inception date of the course. All college course work must specifically be approved by the Superintendent. Applications are available in the Superintendent's office.
3. Teachers must submit their transcripts and receipts for tuition payment by August 31. Any transcripts and receipts received after August 31<sup>st</sup> will be carried into the next twelve month cycle beginning September 1<sup>st</sup>.
4. The appropriate conversions will be made for quarter hours versus semester hours (quarter hours will be multiplied by .667).
5. No one shall be reimbursed more than the cost of the tuition, and no money shall be carried over into the next fiscal year.

ARTICLE XVI  
INSURANCE

A. Comprehensive Major Medical Insurance

It is hereby agreed by the Van Wert City Schools Board of Education and the Van Wert Federation of Teachers, the duly certified representative for the certified employees of said District, that if and when there is created a jointly administered trust fund for the provision of health insurance and/or other employee benefits for members of the bargaining unit, with equal representation between employers and employees on the board of trustees of such fund, to be administered under Sections 9.833 and/or 3313.02 of the Ohio Revised Code, and initially called the Van Wert Area School Insurance Group (VWASIG), that:

1. The benefits provided by VWASIG shall replace any similar type of benefits currently being provided under the collective bargaining agreement.
2. The above-named employee organization waives any duty which the Board would otherwise have to negotiate concerning the nature of the coverages or benefits provided by VWASIG.
3. The above-named employee organization reserves the right to negotiate concerning the amount or percentage of the employees' contribution to any VWASIG benefit plan.

B. Life Insurance

\$30,000.00 of life insurance will be provided each teacher per the VWASIG Plan. Additional life insurance will be available at the option of the teacher with the teacher paying the additional cost.

C. Dental Insurance

Dental Insurance will be provided each teacher per the VWASIG Plan.

D. Payment of Premiums

1. For the plan period running from October 1, 2011 thru September 30, 2014 the Board shall pay 85% and the Teacher shall pay 15% of monthly premiums for VWASIG PPO Medical Insurance Coverage's for all full-time teachers who elect such coverage. The Board shall pay 50% and the Teacher shall pay 50% of monthly premiums for part-time teachers who are eligible for coverage and are employed at least fifteen (15) hours per week. The Board shall pay 25% and the Teacher shall pay 75% of monthly premiums for part-time teachers who are eligible for coverage and are employed less than fifteen (15) hours per week.
2. Beginning August 16, 2011, the Board shall pay 85% and the Teacher shall pay 15% of monthly premiums for VWASIG Dental Insurance coverage's for all teachers who elect such coverage and the Board shall pay 97% and the Teacher shall pay 3% of monthly premiums for Life Insurance of all teachers.
3. Beginning August 16, 2011, the Board will pay 99% and the Teacher shall pay 1% of monthly premium for the High Deductible Health Plan (HDHP) and will fund the employee's Health Savings Account (HSA) at 100% of the Board's savings (Board's savings is the dollar amount the Board saves when paying for the HDHP vs. Preferred Provider Option) for the first and second year an employee selects the HDHP. The Board will fund the employee's third year of the HSA at 67% of the Board's savings and 50% of the Board's savings each year thereafter. The Board will deposit 100% of its share of the HSA October 1<sup>st</sup> each year.
4. All new enrollees into the health care plan will be required to enroll in the HDHP (HSA plan) (unless tax free IRS status does not apply to their HSA) upon their first year plan renewal (plan year runs from October 1 through September 30), the new enrollee will be enrolled in the PPO plan until such time.
5. All married couples (with at least one of them full-time) working for the Van Wert City Schools will have either their family VWASIG Medical Coverage premium or two (2) single VWASIG Medical Coverage premiums (whichever is appropriate for them) paid one hundred percent (100%) by the Board.

E. Waiver of Coverage

The Van Wert City Board of Education will establish a Medical Insurance Waiver Pool for the purpose of determining the cash stipend to be paid out to all full-time employees of the Van Wert City Schools who decide to waive their medical insurance coverage provided by the Board. Part of the consideration as to the amount of the stipend will be the coverage provided the eligible employee as of the date of May 1, 1996, and that coverage will be among one of the following: family medical, single medical, and no medical insurance taken. This stipend is not available when both spouses are employed by the Board.

A written waiver must be presented to the Treasurer, no later than September 10<sup>th</sup> each year. If an employee has need to resume the medical insurance program of the Van Wert City Board of Education, he/she can do so only for the following reasons spelled out by the present carrier: adoption, birth, death, divorce, marriage, legal separation, spouse's employment status from full-time to part-time or vice versa, significant change in the spouse's health coverage at his/her place of employment or loss of other group coverage. These reasons and pre-existing conditions requirements will be provided by the medical insurance carrier. Employees who resume the medical insurance program of the Van Wert City Schools will be ineligible to receive the stipend for that year.

The stipend will be paid out to each participant by the 15<sup>th</sup> of November (subject to I.R.S. regulations) following the October to September period of participation. New employees will be eligible to waive their medical insurance upon being hired in the District, with the appropriate type of insurance determined at that time. The stipend for eligible new employees will be on a pro-rated basis following the September 30<sup>th</sup> closing date.

Each November, the Board will pay \$4,000 for family and \$2,000 for single for 2011-2012, \$3,500/\$1,750 for 2012-2013, and \$3,000/\$1,500 for 2013-2014 coverage waived. No amount will be provided by the Board for those employees who as of May 1, 1996, had no insurance coverage, however, they will be accorded single status for the purpose of receiving the stipend. In the month of November each year, the Treasurer will determine the stipend to be paid out on the basis of the coverage carried on May 1, 1996, with the family stipend being two hundred percent (200%) of the single stipend.

Employees opting for the Medical Insurance Waiver Pool will not be eligible for dental insurance.

ARTICLE XVII  
SALARY SCHEDULE

A. Salary

1. Salaries shall be paid in accordance with the salary schedule adopted by the Board in Appendix B.

- a. For the 2011-2012 school year, the base salary shall be \$30,622 with ½ step.
  - b. For the 2012-2013 school year, the base salary shall be \$30,928 with full step.
  - c. Re-opener for salaries only for the 2013-2014 school year.
2. It is hereby agreed by the Van Wert City Board of Education and VWFT, Local 4088, the duly certified representative for the certified employees of Van Wert City Schools, that salary notices will not be issued for a school year until thirty (30) days following the adoption of the salary schedule for said school year, or July 1<sup>st</sup> prior to said school year, whichever is later.
  3. For any school year in which the District achieves an “excellent” rating from the state based on standardized state criteria, all bargaining unit members who were employed under regular contract and who were in paid status for at least one hundred and twenty (120) days in that school year shall be paid a one-time lump sum of two hundred dollars (\$200) each.
  4. A member of the bargaining unit who: (1) will be eligible for STRS service retirement by June 30 of said year; (2) gives the Superintendent by January 1 of said year written irrevocable notice of his/her intent to retire at the end of the school year; and (3) remains under contract throughout the school year; shall be eligible for their regular teaching salary for the school year per Appendix B plus \$900. The adjustment for the \$900 shall be made within a reasonable time after the eligible teacher gives the Superintendent the written irrevocable notice of intent to retire and shall be spread over the remaining pays in the pay cycle. Pay shall begin no later than the first pay in February.
  5. All teachers with at least thirty (30) years experience in education shall receive a longevity step of \$500.00.

B. Salary Schedule Provisions

1. A partial year must consist of at least one hundred-twenty (120) days as a public school employee or six (6) months of military service to be credited as one (1) year's experience.
2. Ten (10) hours additional training for BA + 10 must be beyond or after B.A. is received.
3. The 150 semester hour column must include a total of one hundred-fifty (150) semester hours and a Bachelor's Degree.
4. The Master's Degree + 15 and + 30 columns include 15 or 30 semester hours after the Master's Degree is obtained.
5. The Superintendent shall evaluate the training and experience of each teacher.

C. Retirement Pick-Up - Tax Sheltered

The Board shall "pick-up" the teachers' full contribution to the State Teachers Retirement System as authorized by STRS Rule 3307-1-23, Federal Revenue

Ruling No. 77-462 and OAG 82-097. Under these provisions, the Board upon proper application with STRS, shall not deduct state and federal income tax on the amount of the teacher's total required contribution to STRS and such shall be noted on or with the individual teacher's W-2 form.

D. Advancement on the Salary Schedule

In order to advance on the salary schedule due to successful completion of college credits, the teacher must provide the Treasurer with the college transcript or evidence from the college of successful completion. Changes in pay will occur the next pay day after the following three dates: September 1<sup>st</sup> (raise is effective for the entire year), February 1<sup>st</sup> (raise is effective for the second semester of the contract year), April 1<sup>st</sup> (raise is effective for the fourth nine weeks of the contract year).

E. Extended Time

Teachers in the following positions will receive extended time at their per diem rate as follows:

High School Guidance - four weeks (20 days)

Middle School Guidance - two weeks (10 days)

High School Band Director - eight weeks (40 days)

Middle School Band/Assistant High School Director - five weeks (25 days)

Educational Media Specialist (Librarian) – ten days (10 days)

F. Stipends

The following stipends will be paid to teachers who are currently receiving the stipend or were employed in these positions prior to July 1, 1988:

Special Education	\$300.00
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Teachers not currently receiving the stipend or hired in these positions following July 1, 1988, will not be eligible for the stipends.

G. Summer School

The formula will be as follows:  $\text{Base} / \text{Days} / 6.5 = \text{Hourly Rate} + 20\%$  for 6 (six) or more years of experience.

H. Tutoring/Detention

1. Tutoring shall be paid at the hourly rate of \$20.00.
2. Detention shall be paid at the hourly rate of \$16.00.

ARTICLE XVIII  
SAFETY AND HEALTH

A. Cooperation

The Board, the VWFT, and the teachers will continue to comply with federal, state, and local laws, rules and regulations pertaining to safety and health on the job.

B. Discipline

The administrator and teachers on each Faculty Council shall mutually develop rules and regulations governing student discipline and student conduct. Each building faculty handbook shall contain the rules and regulations for student conduct and discipline. The rules and regulations shall include the procedure for removal of a disruptive student by a teacher.

ARTICLE XIX  
LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE - (LPDC)

1. Purposes. The purposes of this organization are as follows:

- (a) to determine if course work and other continuing education activities completed by educators meet the requirement for renewal of certificates and licenses;
- (b) to promote effective and efficient teacher training and staff development as it relates to licensure;
- (c) to promote professional relations and cooperation among professionals

2. Name. The name of this LPDC shall be the Van Wert City Schools' Local Professional Development Committee.

3. Representation of Members. The Van Wert City Schools' Local Professional Development Committee shall consist of representatives elected by the Van Wert Federation of Teachers and the Van Wert City Schools administration.

4. Structure. The Van Wert City Schools Local Professional Development Committee will consist of one committee with district level scope. The Van Wert City Schools Local Professional Development Committee will be composed of five classroom teachers employed by the district, one principal employed by the district, and one other administrator of the district appointed by the district superintendent. The superintendent and the president of the education association will be ex-officio members of the LPDC. It is recommended that the teachers represent the areas of early childhood, middle childhood, adolescent/young adult/vocational, and intervention specialists. The LPDC will be established in accordance with any collective bargaining agreement in effect with the district. In the absence of a collective bargaining agreement, the exclusive

representative of the district's teachers will call for volunteers or appointed or elected members to serve on the LPDC and shall designate replacement members in the case of vacancies, unless the collective bargaining agreement specifies a different method of selecting such members. The superintendent shall appoint or call for volunteers of administrators.

In all cases there shall be a majority of teacher members of the Van Wert City Schools' Local professional Development Committee. There shall be at least seven total members of the Van Wert City Schools' Local Professional Development Committee.

- a. A subcommittee will be formed with a majority of administrators to approve administrative certificates/licenses.
- b. Officers will be elected from among the LPDC members and will perform necessary duties including those designated in this agreement.
- c. The LPDC committee will establish an appeals process and committee.
- d. Compensation will be at the tutor hourly rate of pay with documentation provided by the committee up to a maximum of 40 hours for the chairperson and 25 hours for other committee members.

## 5. Selection of Officers

### (A) Officers

The election of chair and chair-elect shall be conducted at the last meeting of the academic year. Candidates receiving the highest number of votes shall be declared elected to a term of office beginning on July first of the ensuing year. The officers to be elected by vote of the LPDC are the Chair and the Chair-Elect. The secretary is an appointed officer. The duties of the officers shall be determined by the LPDC and will include but not be limited to the following:

#### (1) Chair

- (a) shall preside at all meetings of the LPDC;
- (b) shall call a meeting of the officers within thirty (30) days after election and shall call other meetings which are deemed necessary for the carrying out of the policies and business of the LPDC;
- (c) shall appoint the special committees necessary to carry on the business of the LPDC;
- (d) shall work closely with any consultant or advisor utilized by the LPDC;
- (e) shall represent the LPDC as the liaison to the Ohio Department of Education, and may attend required meetings on behalf of the LPDC;
- (f) shall notify the treasurer in writing at the end of the school year the names of the committee members who have fulfilled their duties and are to be paid at the agreed upon hourly rate.

#### (2) Chair-Elect

- (a) shall preside in the absence of the Chair;
- (b) shall assist the Chair in the fulfillment of the needs of the LPDC;
- (c) shall serve as an Executive Officer;

- (d) shall serve as Chair the following term;
- (e) shall succeed to the office of Chair should that office be vacated.

(3) Secretary

- (a) shall function as the Secretary for all official proceedings of the LPDC;
- (b) shall assist the Chair with all communications;
- (c) shall be appointed by the LPDC;
- (d) shall take and keep accurate minutes of meetings.

6. Terms of Service.

The terms of service shall be for two years.

7. Member Replacement.

The district superintendent shall appoint a replacement to fill any vacancy that occurs on the Van Wert City Schools' Local Professional Development Committee, except in the case of vacancies among the elected classroom teacher members which shall be filled by the President of VWFT. Any member appointed to fill a vacancy prior to the expiration date of the term for which a predecessor was appointed shall hold office as a member for the remainder of that term.

8. Committee Meetings.

The initial meeting of the Van Wert City Schools' Local Professional Development Committee shall be called by a member designated by the district superintendent upon election and/or appointment of all committee members.

At this initial meeting, the committee shall select a chairperson, chair-elect, and other such officers the committee deems necessary, and shall adopt rules for the conduct of its meetings.

Thereafter the committee shall establish a timeline for regular meetings. Special meetings may be scheduled as necessary.

9. Resolutions.

(1) A majority of all the LPDC members, including any vacant positions, shall constitute a quorum to transact business. Each member shall have one vote. All legislative action of the LPDC shall be by resolution entered on its records. The affirmative vote of a majority of all committee members present and voting shall be required for the enactment of every resolution. All resolutions shall be effective immediately upon enactment, subject to any authorizations or certifications required by the Ohio Revised Code.

The Van Wert City Schools' Local Professional Development Committee will follow all rules and regulations as prescribed by Ohio Revised Code.

(2) If a teacher does not have paperwork/documentation accepted by the LPDC at their last meeting of the school year, thus requiring a special meeting to take place, the individual responsible for the special meeting will be expected to compensate the LPDC members in attendance the specified rate per the negotiated agreement.

## ARTICLE XX

### HIRING OF RETIRED TEACHERS

1. This provision determines all changes in the collective bargaining agreement of the parties in relation to the hiring of retired teachers. (Note: Rehired in this context means any retired teacher under a state teacher retirement system who is hired, whether previously an employee of the Van Wert City Schools or any other district.) Any benefit or provision not stated explicitly herein shall remain as stated in the contract for all teachers in the bargaining unit.
2. There is no guarantee of reemployment of any teacher in the district if the employee retires.
3. Retirement is a break in service and all seniority would revert to zero. Severance would have been earned; therefore any accumulated sick leave reverts to zero.
4. Any retired teacher who is hired shall be employed under a one-year limited contract, with notification to be given on or before April 30, if he/she is going to be reemployed by the district or if the contract will be non-renewed for the following year. Retired teachers who are hired are not subject to 3319.11 and 3319.111, or 3319.08 and the decision of the Board of Education is final concerning evaluations and non-renewal.
5. The retired teacher shall not be eligible for continuing contract status.
6. Retired teachers shall use an evaluation instrument the district uses for other contract teachers in the district. Retired teachers who are hired are not subject to ORC 3319.11 and 3319.111. The decision of the administration is final concerning evaluation. A retired teacher may file a rebuttal on any evaluation with which he/she disagrees.
7. Any retired teachers who are hired shall be placed at 5 years experience in the appropriate column that reflects their education. If rehired for additional year(s), the teacher would move up the salary schedule.
8. In a reduction in force, retirees would be in a separate classification and seniority would be among retirees only. Retirees would be reduced prior to other limited contract teachers.
9. Sick leave shall begin at zero and accumulate up to 15 days per year. The board will advance up to 5 days if needed. Sick leave shall accumulate from year to year after initial employment as a retiree for severance purposes only.
10. If a retiree remains with the district five years as a retiree, the retiree shall be eligible for severance up to one-fourth (1/4) of accumulated sick days, with a

maximum of 18 days to be paid as retiree severance. The retired, but rehired employee is not eligible for any additional retirement severance other than stated herein, retirement bonus or other retirement incentive, whether addressed now or in any future bargaining, unless it is explicitly stated in the contract provision as being for retirees who have rehired.

11. Rehired employees who are hired are not eligible for tuition reimbursement for continuing education. However, such employees are eligible for workshops in accordance with contract language, with professional leave and payment of workshop expense and any other benefit granted to other teachers taking any such workshop under the contract.
12. A retired teacher who is hired will be responsible for all required taxes, including Medicare taxes, as any other new employee, even if the teacher was exempt prior to retirement.
13. All retirees employed as regular contract teachers shall be represented by the Van Wert Federation of Teachers.
14. In the event that provisions in this section are rendered invalid by operation of law, or by decision or order of a tribunal of competent jurisdiction, either party may terminate this section, by giving notice, at least thirty (30) days prior to the effective date of such termination.

ARTICLE XII – IMPLEMENTATION

A. Effective Date

It is the purpose of this document to establish the relationship between the Board and the CE/VWCS to set forth an orderly procedure for the consideration and efforts to resolve negotiable items. This contract shall be effective August 19, 2009 through August 18, 2011.

B. Amendments

If changes in this document are desired, written notification shall be given by the party proposing the changes. Negotiation shall occur in accordance with the procedures in this document. All amendments hereafter made shall be attached in the form of Articles.

C. Successor Contract

The adopted agenda of amendments to this contract shall constitute the total for negotiations. The remaining items of the then current contract shall remain in force and effect, and shall be part of any successor agreement. This agreement shall become effective on August 19, 2011 and shall remain in full force and effect through August 18, 2014. This agreement will expire August 18, 2014 except if mutually extended by both parties.

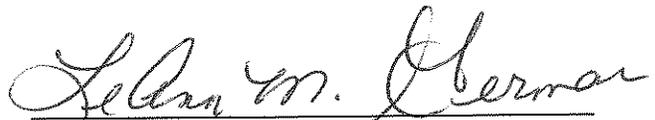
Either party may initiate bargaining by written notice to the other in June 2013, on the issues, and only the issues, of employee salaries under Article XI under Appendix B. The bargaining procedure of Article II, Sections A-M will apply.

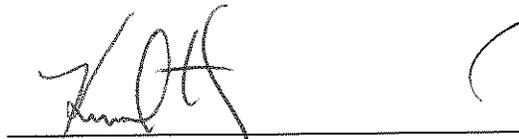
Signed and sealed this 17<sup>th</sup> day of August, 2011.

  
\_\_\_\_\_  
President, Board of Education

  
\_\_\_\_\_  
CE/VWCS Negotiation Team Member

  
\_\_\_\_\_  
Treasurer, Board of Education

  
\_\_\_\_\_  
CE/VWCS Negotiation Team Member

  
\_\_\_\_\_  
Superintendent of Schools

  
\_\_\_\_\_  
CE/VWCS Negotiation Team Member



APPENDIX A

LEVEL FOUR (4)

I HEREBY APPEAL MY GRIEVANCE TO LEVEL FOUR.

\_\_\_\_\_  
SIGNATURE OF GRIEVANT

\_\_\_\_\_  
DATE

RECEIVED BY SUPERINTENDENT ON \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
SIGNATURE OF SUPERINTENDENT

DISPOSITION BY SUPERINTENDENT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF SUPERINTENDENT

\_\_\_\_\_  
DATE



APPENDIX A

LEVEL SIX (6)

THE ASSOCIATION REQUESTS ARBITRATION OF THE GRIEVANCE APPEAL DECISION OF THE BOARD OF EDUCATION RECEIVED ON \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
ASSOCIATION REPRESENTATIVE

\_\_\_\_\_  
DATE

RECEIVED BY \_\_\_\_\_ ON \_\_\_\_\_, 20\_\_\_\_.

SUPERINTENDENT'S  
SIGNATURE

## APPENDIX B

### Van Wert City Schools Salary Schedule Grid 2011-2012 School Year

<u>Experience</u>	<u>B.A.</u>	<u>BA+10</u>	<u>BA+150</u>	<u>M.A.</u>	<u>MA+15 S.H.</u>	<u>MA+30 S.H.</u>
0	1.0000	1.0206	1.0412	1.1153	1.1408	1.1659
1	1.0175	1.0385	1.0594	1.1348	1.1608	1.1863
2	1.0531	1.0748	1.0965	1.1745	1.2015	1.2279
3	1.0899	1.1124	1.1348	1.2156	1.2435	1.2709
4	1.1280	1.1513	1.1745	1.2581	1.2869	1.3153
5	1.1675	1.1915	1.2156	1.3021	1.3319	1.3614
6	1.2083	1.2332	1.2581	1.3477	1.3786	1.4090
7	1.2505	1.2764	1.3021	1.3948	1.4268	1.4583
8	1.2943	1.3211	1.3477	1.4436	1.4767	1.5094
9	1.3396	1.3673	1.3948	1.4941	1.5283	1.5622
10	1.3864	1.4151	1.4436	1.5464	1.5818	1.6168
11	1.4349	1.4646	1.4941	1.6005	1.6371	1.6734
12	1.4851	1.5158	1.5464	1.6565	1.6944	1.7320
13	1.5106	1.5418	1.6005	1.7145	1.7537	1.7926
14	1.5106	1.5418	1.6280	1.7744	1.8150	1.8554
15	1.5371	1.5688	1.6280	1.8049	1.8462	1.8873
16	1.5635	1.5958	1.6565	1.8049	1.8462	1.8873
17	1.5635	1.5958	1.6850	1.8365	1.8785	1.9203
18	1.5790	1.6113	1.6850	1.8680	1.9107	1.9533
19	1.5945	1.6267	1.7005	1.8680	1.9107	1.9533
20	1.5945	1.6267	1.7159	1.8835	1.9262	1.9692
25	1.6224	1.6552	1.7460	1.9323	1.9757	2.0198

Van Wert City Schools Salary Schedule Grid  
2012-2013 School Year

<u>Experience</u>	<u>B.A.</u>	<u>BA+10</u>	<u>BA+150</u>	<u>M.A.</u>	<u>MA+15 S.H.</u>	<u>MA+30 S.H.</u>
0	1.0000	1.0206	1.0412	1.1153	1.1408	1.1659
1	1.0350	1.0563	1.0776	1.1543	1.1808	1.2067
2	1.0712	1.0932	1.1153	1.1947	1.2221	1.2490
3	1.1086	1.1315	1.1543	1.2365	1.2648	1.2927
4	1.1474	1.1710	1.1947	1.2797	1.3090	1.3379
5	1.1875	1.2120	1.2365	1.3245	1.3548	1.3848
6	1.2290	1.2544	1.2797	1.3708	1.4023	1.4332
7	1.2720	1.2983	1.3245	1.4188	1.4513	1.4834
8	1.3165	1.3438	1.3708	1.4684	1.5020	1.5353
9	1.3626	1.3907	1.4188	1.5198	1.5546	1.5890
10	1.4102	1.4394	1.4684	1.5730	1.6090	1.6446
11	1.4596	1.4897	1.5198	1.6280	1.6652	1.7022
12	1.5106	1.5418	1.5730	1.6850	1.7235	1.7618
13	1.5106	1.5418	1.6280	1.7439	1.7838	1.8234
14	1.5106	1.5418	1.6280	1.8049	1.8462	1.8873
15	1.5635	1.5958	1.6280	1.8049	1.8462	1.8873
16	1.5635	1.5958	1.6850	1.8049	1.8462	1.8873
17	1.5635	1.5958	1.6850	1.8680	1.9107	1.9533
18	1.5945	1.6267	1.6850	1.8680	1.9107	1.9533
19	1.5945	1.6267	1.7159	1.8680	1.9107	1.9533
20	1.5945	1.6267	1.7159	1.8990	1.9417	1.985
25	1.6503	1.6836	1.776	1.9655	2.0097	2.0545

2011-2012 SALARY SCHEDULE

Base - \$30,622.00

Hours are Semester Hours

Years of Experience	B.A.	BA+10	BA - 150	MA	MA+15	MA+30
0	30,622	31,253	31,884	34,153	34,934	35,702
1	31,158	31,800	32,441	34,750	35,546	36,327
2	32,248	32,911	33,577	35,966	36,791	37,599
3	33,375	34,063	34,750	37,224	38,077	38,916
4	34,542	35,254	35,966	38,526	39,408	40,277
5	35,750	36,486	37,224	39,873	40,786	41,688
6	36,999	37,763	38,526	41,270	42,214	43,147
7	38,293	39,085	39,873	42,712	43,692	44,656
8	39,633	40,453	41,270	44,206	45,218	46,220
9	41,020	41,868	42,712	45,753	46,800	47,836
10	42,455	43,332	44,206	47,354	48,438	49,510
11	43,940	44,848	45,753	49,011	50,132	51,243
12	45,477	46,416	47,354	50,726	51,885	53,038
13	46,258	47,213	49,011	52,502	53,701	54,893
14	46,258	47,213	49,853	54,336	55,579	56,815
15	47,068	48,040	49,853	55,270	56,535	57,793
16	47,878	48,867	50,726	55,270	56,535	57,793
17	47,878	48,867	51,598	56,238	57,522	58,804
18	48,352	49,340	51,598	57,202	58,510	59,814
19	48,827	49,813	52,073	57,202	58,510	59,814
20	48,827	49,813	52,545	57,677	58,984	60,300
25	49,681	50,684	53,466	59,171	60,500	61,849
26	50,535	51,555	54,385	60,188	61,541	62,913
30	51,035	52,055	54,885	60,688	62,041	63,413

## 2012-2013 SALARY SCHEDULE

Base - \$30,928.00

Years of Experience	Hours are Semester Hours					
	B.A.	BA+10	BA - 150	MA	MA+15	MA+30
0	30,928	31,565	32,202	34,494	35,283	36,059
1	32,011	32,669	33,328	35,700	36,520	37,321
2	33,130	33,811	34,494	36,950	37,797	38,629
3	34,287	34,995	35,700	38,243	39,118	39,981
4	35,487	36,217	36,950	39,579	40,485	41,379
5	36,727	37,485	38,243	40,964	41,902	42,829
6	38,011	38,796	39,579	42,396	43,371	44,326
7	39,341	40,154	40,964	43,881	44,886	45,879
8	40,717	41,561	42,396	45,415	46,454	47,484
9	42,143	43,012	43,881	47,005	48,081	49,145
10	43,615	44,518	45,415	48,650	49,764	50,865
11	45,143	46,074	47,005	50,351	51,502	52,646
12	46,720	47,685	48,650	52,114	53,305	54,489
13	46,720	47,685	50,351	53,936	55,170	56,395
14	46,720	47,685	50,351	55,822	57,100	58,371
15	48,356	49,355	50,351	55,822	57,100	58,371
16	48,356	49,355	52,114	55,822	57,100	58,371
17	48,356	49,355	52,114	57,774	59,095	60,412
18	49,315	50,311	52,144	57,774	59,095	60,412
19	49,315	50,311	53,070	57,774	59,095	60,412
20	49,315	50,311	53,070	58,733	60,053	61,393
25	51,041	52,071	54,929	60,789	62,156	63,542
30	51,541	52,571	55,429	61,289	62,656	64,042

APPENDIX C  
SUPPLEMENTAL PAY SCHEDULE

The percentage factor is based on Bachelor's Degree minimum of adopted salary schedule for 0-5 years of experience. For 6 years and up, increase will be twenty percent (20%) of amount for 0-5 years of experience. In determining the number of years of experience for a sport or activity, the experience must have occurred in the same sport or activity.

	<u>Experience</u>	
	<u>0 - 5</u>	<u>6 &amp; Up</u>
<b>Baseball</b>		
Boys H.S. Head	11.5	Increase of 20% paid for 6 + years years of experience
Boys H.S. Assistant	8	
Boys H.S. 9th	6	
<b>Basketball</b>		
Boys H.S. Head	19	
Boys H.S. Assistant	11.5	
Boys H.S. Reserve	11.5	
Boys H.S. 9th	9	
Boys M.S. 8th	8	
Boys M.S. 7th	8	
Girls H.S. Head	19	
Girls H.S. Reserve	11.5	
Girls H.S. Asst.	11.5	
Girls H.S. 9th	9	
Girls M.S. 8th	8	
Girls M.S. 7th	8	
<b>Cross Country</b>		
Boys H.S. Head	10	
Boys M.S. Head	6	
Girls H.S. Head	10	
Girls M.S. Head	6	
Boys/Girls H.S. Head	12 (if combined)	
Boys/Girls H.S. Assistant	8 (if combined)	
<b>Football</b>		
H.S. Head	19	
H.S. Assistant (5)	11.5	
Ninth Grade (2)	10	
H.S./M.S. Assistant (4)	8	
<b>Golf</b>		
H.S. Head	10	

(Continued)

APPENDIX C  
SUPPLEMENTAL PAY SCHEDULE

	<u>0 - 5</u>	<u>Experience</u>	<u>6 &amp; Up</u>
Tennis			
Boys H.S. Head	10		
Girls H.S. Head			
Track			
Boys H.S. Head	11.5		
Boys H.S. Assistant	8		
Girls H.S. Head	11.5		
Girls H.S. Assistant	8		
Boys/Girls M.S. (3)	6		
Head Soccer	11.5		
Assistant Soccer	8		
Softball			
Girls H.S. Head	11.5		
Girls H.S. Assistant	8		
Girls H.S. 9th	6		
Volleyball			
Girls H.S. Head	11.5		
Girls H.S. Assistant	8		
Girls H.S. 9th	6		
Girls M.S. 8th	6		
Girls M.S. 7th	6		
Wrestling			
Boys H.S. Head	14		
Boys H.S. Assistant (2)	8		
Boys M.S. (2)	6		
Head Swimming	14		
Assistant Swimming (2)	8		
* H.S. Athletic Director	19		
M.S. Athletic Coordinator	12		
H.S. Cheerleader (Football)	6		
H.S. Cheerleader (Basketball)	7		
M.S. Cheerleader (Football)	5		

(Continued)

APPENDIX C  
SUPPLEMENTAL PAY SCHEDULE

	<u>0 - 5</u>	<u>Experience</u>	<u>6 &amp; Up</u>
M.S. Cheerleader (Basketball)	6		
Athletic Trainer	21		
H.S. Intramurals	4.5		
M.S. Intramurals	4.5		
Flag Instructor	4		
Junior Class Advisors (2)	4		
H.S. Student Council (2)	4		
M.S. Student Council	1.5		
Elementary Student Council	1		
French Club	2		
German Club	2		
Spanish Club	2		
High School Chamber Choir	7		
School Plays - Play Director	5% per play		
School Musical - Play Director	6% per play		
School Musical - Music Director	4% per play		
School One Act Plays – Director	4% per series of plays		
Excalibur	7		
M.S. Yearbook	4		
H.S. Newspaper	7		
M.S. Newspaper	3		
National Honor Society	2		
* Ticket Manager	12		
Scarlet Squad	1		
Elementary Multimedia Advisor	2		
Intervention Assistance Team Facilitator	2%		

(Continued)

APPENDIX C  
SUPPLEMENTAL PAY SCHEDULE

	<u>Experience</u>
	<u>0 - 5</u> <u>6 &amp; Up</u>
Multi-factored Evaluation Chair	1.5%
Coordinator of Student Rewards Program (HS)	2% (Renaissance)
Coordinator of Student Rewards Program (MS)	2% (Renaissance)
Coordinator of Student Rewards Programs (Elementary)	1% (Renaissance)
Varsity Club	1.5
Scholastic Bowl	4
M.S. Scholastic	2
* Computer Club	1
Coach/Advisor Driving to Contests extracurricular	\$40 driving bus for his/her
extracurricular	\$10 driving van for his/her
Computer Coordinator	12
H.S. Beta Club	2
M.S. Beta Club	1
Weight Room	4% (each season/16% max/year) with the various activities and hours to be determined and coordinated by the Athletic Director.
Web Page Advisor	7%
District Leadership Team Member	4%
Building Leadership Team Member	3%
Senior Project Teacher	2% (1% for each additional class w/ Senior Project)

\* This supplemental contract will only be paid if the duties extend beyond the employee's job description.



CONTRACT

BETWEEN THE

VAN WERT FEDERATION OF TEACHERS  
LOCAL #4088, AFT/OFT

AND

THE BOARD OF EDUCATION

OF

THE VAN WERT CITY SCHOOLS

JUNE 30, 2011

TO

JUNE 29, 2014