



Warren County Vocational School District

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MASTER AGREEMENT

between

Warren County Vocational School Teachers' Association

and

Warren County Vocational School District
(Warren County Career Center)

July 1, 2012 – June 30, 2015

**WCVSD TEACHERS' ASSOCIATION MASTER AGREEMENT
2012-2015**

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**ARTICLE 1
RECOGNITION**

A. The Parties

This agreement is by and between the Warren County Vocational School District Board of Education, hereinafter referred to as the Board and the Warren County Vocational School Teachers Association, hereinafter referred to as the Association.

B. The Unit

The bargaining unit shall include all certified/licensed full-time staff assigned to the secondary program, all of whom shall be collectively referred to as "teachers." Excluded from the unit are administrators, substitute teachers, and adult education personnel.

C. Representation

1. The Association shall be the bargaining representative until removed in accordance with the provisions of Ohio Revised Code 4117.
2. Members of the bargaining unit shall have the right to join or refrain from joining the Association.

D. Staff Relations

For the purpose of promoting good staff relations and communications, the following procedures shall be implemented.

1. At the written request of the WCVSTA, the Superintendent shall meet with the President and/or Vice-President of the WCVSTA to discuss matters of concern. Such meetings shall be held once each nine (9) weeks.
2. At the written request of the WCVSTA, the Director of Secondary Education, and/or Superintendent shall meet with representatives of the WCVSTA to discuss matters of concern to the members of the bargaining unit that are within the jurisdiction of these administrators. Such meetings shall be held once each nine (9) weeks.

Those who are to attend shall schedule these meetings in advance. Agendas will be exchanged one week prior to the meeting. Additional meetings may be scheduled by mutual agreement.

E. Dues Deductions/Fair Share Fee

Upon written authorization by a teacher, the Treasurer of the Board shall deduct from his/her paychecks the amount of dues for membership in the Warren County Vocational School Teacher's Association. The written authorization must be presented to the Treasurer by October 1 and these deductions shall be from the first paycheck of each month beginning with November and ending with May of each year. This authorization shall remain in effect from year to year until revoked in writing by the teacher. Written notice for the purpose of revoking dues deduction must have the signature of the teacher and shall be effective thirty (30) days after delivery to the Treasurer of the Board. The Treasurer shall notify the WCVSTA Treasurer upon receipt of such notice.

Payroll Deduction and Fair Share Fee: The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Association, a fair share fee for the Association's representation of such nonmembers during the term of this contract. No nonmember filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

Notification of the Amount of Fair Share Fee: Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board by October 1 of each year during the terms of this contract for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association. If a nonmember does not wish to have payroll deduction, the fair share fee may be paid in full to the Treasurer of the Association prior to October 1.

The Association shall notify the Treasurer in October 1 of each year of any changes in the amount of dues. Additionally, they shall also submit a roster of membership and non-membership to the Treasurer of the Board by the said date.

The Treasurer of the Board shall transmit the amount of these deductions to the Treasurer of the Association immediately after they are deducted with a statement showing for whom the deductions are made.

**ARTICLE 2
RIGHTS OF THE PARTIES**

A. Management Rights

The Board reserves all of its rights to manage, direct and control the operation of the District except as specifically limited to or restricted by the terms of this collective bargaining agreement and law. Such rights shall include, but not be limited to the adoption of policies, rules and regulations not inconsistent with the agreement of law. The parties hereby agree that the Board shall not be permitted to exercise any management rights, which unilaterally alters or modifies an existing provision of this agreement, except to the extent that such modification is necessary by a change in the law, through legislation or judicial action. The Board shall have the right to implement any management rights not specifically addressed in the collective bargaining agreement provided that the Board engages in good faith negotiations over the decision and effects of the implementation of the decision which concerns wages, hours, and other terms and conditions of employment. If the change is necessary by virtue of legislative or judicial action, the same process as set forth herein shall apply.

B. Association Rights

The Association shall:

1. have use of bulletin boards in the teacher's lounge or areas reserved for teachers' use in the buildings;
2. be permitted to make brief announcements during faculty meetings;
3. have the right to place materials in the teachers' mailboxes in each building;
4. receive an advance copy of the agenda and accompanying material for each Board meeting;
5. be permitted to participate in the initial orientation meeting of each school year;
6. be allowed to have its representatives, who are not employees of the District, enter buildings to conduct Association business with teachers before and after school hours and during lunch periods so long as the instructional program is not interrupted;
7. have payroll deduction, upon request by the individual teacher, for payment of:
 - a. voluntary health insurance program premiums
 - b. credit union payments
 - c. WCVSTA COPE Fund
 - d. Annuities and retirement investments
 - e. Scholarship fund

The Board shall not be required to initially make deductions for items "a." and "d." unless there are at least five (5) Board employees who are participants, all of whom do not need to be in the bargaining unit. If the number of participants drop below five (5), deductions shall not be discontinued for those that remain. Participants shall be added upon request.

C. Exclusivity

All of the rights and privileges granted to the Association on this article shall be exclusive of any other teacher organization, which may be eligible to challenge the Association as representative of the bargaining unit under the provisions of O.R.C. 4117.

ARTICLE 3
NEGOTIATIONS PROCEDURE

A. Statement of Principles

1. *Representation*

Designated representatives of the Board and the Association shall meet to negotiate in good faith in accordance with the procedures set forth within this Article 3. The Board's negotiating team and the Association's negotiating team shall be limited to not more than five (5) members on each team. Neither party shall have control over the selection of the other party's team members. The team members shall be named at the initial bargaining meeting and shall not be changed or replaced except for long-term illness or death.

2. *Authority of Negotiators*

While the negotiators can execute no final agreement, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make and consider proposals and counter-proposals and reach compromises in the course of negotiations.

3. *Good Faith Negotiating*

"Good Faith" means carrying out the process of collective bargaining with the intention of reaching an agreement. The preferred method of bargaining is Interest Based Bargaining (IBB). This does not mean that either party is compelled to agree to a proposal nor does it require the making of a concession.

4. *Consultants*

The parties may call upon consultants, but the attendance of such consultants at the negotiations table shall not cause the maximum number of team members to exceed five. Cost of such consulting service shall be borne by the party requesting it.

B. Scope of Bargaining

Representatives of the Board and the Association will bargain in good faith all matters pertaining to wages, hours or terms and other conditions of employment and the continuation, modification or deletion of an existing provision of the most current collective bargaining agreement.

C. Requests for Bargaining

1. If the Association or Board desires to open bargaining, it shall notify the other in writing no later than January 1, immediately prior to the expiration date of the agreement. Notification in writing from the Association shall be served on the Superintendent. Notification in writing from the Board shall be served on the Association President.
2. Within twenty-one (21) days after receipt of such notice, an introductory meeting will be scheduled with representatives from the Federal Mediation and Conciliation Service (FMCS) to discuss using IBB.
3. If impact bargaining is used, an initial meeting will be held at which time the Association and Board will submit their proposals in writing. These proposals shall, in form and detail, specify that to which agreement is sought. Topical listings of items proposed for negotiation shall constitute a clear failure of compliance with this requirement and may be disregarded.
4. The items proposed shall constitute the total for negotiations unless otherwise agreed by the parties. The remaining items of the then current contract shall remain in force and effect, and shall be part of any successor agreement.

D. Bargaining Meetings

1. Bargaining meetings shall be scheduled by the parties and, until bargaining is concluded, either party may require at each meeting a decision on the date, time and place of a subsequent meeting.
2. Meetings shall be scheduled at reasonable intervals, places and times to avoid as nearly as is practicable, conflict and interference with school and employment schedules.
3. Bargaining meetings shall be closed to the press and public.
4. Either party may recess for caucuses of reasonable length at any time.
5. Each party shall keep minutes of meetings only if it deems necessary and only in such form and detail as it may determine advisable.

E. News Releases

Prior to impasse, information regarding negotiations may be released to the press only upon prior approval of both parties.

F. Agreement

1. Tentative Agreement

As negotiation items become tentative agreements, they shall be reduced to writing and initialed by the chief spokesperson of each party. When all items have been tentatively agreed to, they shall comprise a tentative settlement.

2. Ratification

Within fifteen (15) days following tentative agreement on all items, they shall be submitted to the Board and Association for ratification. If ratified by both the Board and the Association, they shall constitute the collective bargaining agreement between the parties.

G. Disagreement

1. Mediation

In the event that agreement cannot be reached within sixty (60) days of the first negotiations session, on all issues being negotiated, impasse on unresolved issues may be declared by either party, at which time a joint written request shall be made to the FMCS for a mediator to assist the parties in reaching an agreement. Mediation shall begin as soon as the mediator can be available to the parties. The parties shall share any charges for the mediator equally.

2. This dispute resolution procedure is intended to supersede the dispute resolution procedures provided for in Ohio Revised Code section 4117.14.

ARTICLE 4
CONTRACT MODIFICATION

If either party wishes to modify this agreement in any way, during the life of the agreement, except as provided in Article 3, Negotiations Procedure, it shall notify the other party of the desired modification. If both parties mutually agree, negotiations shall be reopened only on those modifications. All proposed modifications should be given consideration. All modifications shall be by mutual agreement.

Throughout the contract various statutes are referenced. The language of the statute at the time the contract item was negotiated shall be the language of the contract even if the statute is changed unless the parties mutually agree to modify the contract language.

**ARTICLE 5
GRIEVANCE PROCEDURE**

A. Grievance Policy and Objectives

The Board and the Association recognize that in the interest of effective personnel management, a procedure is needed whereby teachers can be assured of a prompt, impartial, and fair hearing on alleged misapplication, misinterpretation or violation of the collective bargaining agreement. The objective of such a procedure is to secure, at the lowest administrative level and in the shortest period of time, equitable resolutions to grievances.

B. Definitions

A “grievance” is an alleged misapplication, misinterpretation or violation of the collective bargaining agreement.

A “grievant” is the teacher or teachers alleging a misapplication, misinterpretation, or violation of the collective bargaining agreement; or the Association alleging a misapplication, misinterpretation, or violation of the collective bargaining agreement on behalf of itself or members of the bargaining unit.

A “day” shall be a calendar day. If the deadline to take an action falls on a day when the Board offices are closed, the deadline shall be extended to the next day the Board offices are open.

C. Time Limits

The number of days indicated at each level of the grievance procedure is to be considered a maximum. However, the time limits specified at each level may be extended by written agreement of the parties involved, provided such extension is agreed to within the time limits provided at the level to be extended. If appropriate action is not taken by the grievant within the time limits specified herein or as extended by mutual agreement, the grievance will be deemed settled on the basis of the disposition at the proceeding level. If the Board or its administrators, or representatives, fail to take action within the timelines provided, or as extended by mutual agreement, the grievance shall be automatically advanced to the next Level.

D. Procedure

Informal Stage

An employee who believes that he/she has a grievance shall discuss the matter informally with the teacher's immediate supervisor within seven (7) days after the date of occurrence or date when the teacher became aware of the event upon which the grievance is based.

Level One

If the grievance was not resolved at the informal stage, the grievant shall submit the form in Appendix A to the Director of Secondary Education and a copy to the WCVSTA Grievance Committee within ten (10) days of the occurrence of the grievance. The Grievance Form shall state the specific violation and article violated. Within ten (10) days of the receipt of the grievance, the Director of Secondary Education shall meet with the grievant, and issue a decision regarding the grievance.

Level Two

If the grievance was not resolved at Level One, the grievant shall submit the form in Appendix A to the Superintendent and a copy to the WCVSTA Grievance Committee within ten (10) days of the conclusion of Level One. Within ten (10) days of the receipt of the grievance, the Superintendent shall meet with the grievant, and issue a decision regarding the grievance.

Level Three

The parties may mutually agree to submit the matter to mediation through Federal Mediation Conciliation Services. The request to submit the matter to mediation must be made within ten (10) days of the Superintendent's decision at Level Two.

Level Four

If the Superintendent's decision is not satisfactory to the grievant and to the Association, or if one of the parties does not agree to submit the matter to mediation if requested, within ten (10) days after that decision, the Association may thereafter appeal the decision to arbitration by requesting a list of arbitrators from the FMCS. The Superintendent and the Chairman of the Association's Grievance Committee, or their respective designee(s), shall select the arbitrator from the list of seven (7) arbitrators obtained from the FMCS by alternately striking names from the list. A coin shall be tossed to determine who shall strike first. At least ten (10) days prior to the date of the arbitration, the parties shall meet to exchange exhibits and witness lists. No additional witnesses or exhibits will be permitted at the arbitration, except as rebuttal to the other parties' case. The arbitrator shall not make any decision that is contrary to law or to the provisions of this agreement and shall have no power to add to, or subtract from, the terms of this agreement as written. The decision of the arbitrator shall be final and binding upon the parties unless, within thirty (30) days following the receipt of the decision of the arbitrator, either party determines to file an action in a court of law of competent jurisdiction challenging the award of the arbitrator at which time said court shall have the authority to determine the issues and render judgment upon said issues between the parties.

E. Miscellaneous Provisions

1. A grievance may be withdrawn at any level without prejudice.
2. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided the adjustment is consistent with the terms of this agreement.
3. No reprisals of any kind shall be taken by or against any teacher for filing a grievance or participating in the grievance process.
4. No records, documents, or communications concerning a grievance shall be placed in the personnel file of any teacher. At all times, such material will be maintained as confidential information and will be available only to the grievant, members of the Board and administrative personnel on a need-to-know basis.
5. Forms for filing and processing grievances shall be designed by the Association and shall be given appropriate distribution to facilitate the operation of the grievance procedure.
6. The Board and the Association will share any costs and expenses, which may be incurred in securing and utilizing the services of the arbitrator.

ARTICLE 6
NON-RENEWAL

The non-renewal of a unit member's limited contract shall be governed by O.R.C. 3319.11 except:

- A. The evaluation of a unit member who the Board intends to non-renew shall be in accordance with Article 7 of this Master Agreement.
- B. Any unit member who alleges a violation of ORC 3319.11 or the evaluation procedure may file a grievance in accordance with Article V, Grievance Procedure, of this Master Agreement.

ARTICLE 7
EVALUATION PROCEDURE

- A. Evaluation shall be for the purpose of:
1. improving the quality of the instructional program of the school.
 2. maintaining an accurate, objective record of a teacher's performance and qualifications.
 3. promoting the professional growth of the bargaining unit member.
- B. Evaluation of teachers shall be performed by those administrative personnel holding certification/licensure under section 3319.22 (I) of the Ohio Revised Code designated by the Superintendent. A copy of any evaluation shall be given to the teacher.
- C. Self-evaluations of teachers are encouraged. Electronic devices such as audio and videotape machines or the school intercom shall not be used by the administration for evaluation of teachers unless requested by the teacher. Evaluations of teachers by students will not be part of the evaluation process.
- D. The findings of the observer/evaluator shall be reduced to writing and a copy shall be given to the teacher. Teachers shall, upon request, be granted a conference with the observer/evaluator to discuss his/her findings. Findings shall be removed that the teacher and observer/evaluator decide are not accurate or appropriate. The observation/evaluation form shall have adequate space for the teacher to make comments about the findings of the observer/evaluator.
- E. Evaluation guidelines for all employees shall be as follows:
- i. All teachers on a limited contract that is not expiring shall receive at least one (1) evaluation each year consisting of not less than two (2) thirty (30) minute observations, one of which is not less than thirty (30) consecutive minutes.
 - ii. Those teachers whose contracts are up for renewal shall receive two (2) evaluations during the school year. Each evaluation shall consist of not less than two (2) thirty (30) minute observations, one of which is not less than thirty (30) consecutive minutes.
 - iii. One evaluation shall be conducted and completed no later than the fifth day of December and the teacher being evaluated shall receive a written report of the results of this evaluation not later than the fifteenth day of December. One evaluation shall be conducted and completed between the tenth day of January and the first day of April and the teacher being evaluated shall receive a written report of the results of this evaluation not later than the tenth day of April.
 - iv. The second evaluation shall not be sooner than twenty (20) days after the results of the first evaluation have been given to the unit member.

- F. Those teachers on continuing contract shall receive one evaluation over a two year period consisting of not less than two (2) thirty (30) minute observations, one of which is not less than thirty (30) consecutive minutes.
- G. During the school year, the administration may perform more than the contractually mandated minimum number of evaluations.
- H. If a teacher is on paid or unpaid leave which effectively prevents the performance of the observations or evaluations as required by the agreement, the administration may waive the timelines in Article 7 Section E Parts i through vi. This may result in the teacher not being evaluated for the contract year during which leave was granted.
- I. Evaluation findings may include written documentation from the employee file or informal observations recorded during the time elapsed since most recent evaluation. Evaluation findings must include data from 30-minute formal observation reports.
- J. For the 2012-2013 school year, the observation form in (Appendix B-3), and the evaluation form in (Appendix B-5) shall be used for employees in non-teaching assignments.
- K. Evaluation(s) for employees in teaching assignments shall be of a unit member's performance in carrying out his/her assigned duties as found in his/her job description, observation report Appendix B-3 and the evaluation forms Appendix B-4.
- L. If a performance plan is used, it will be used as a communication tool between the evaluator and the teacher to establish the desired improvement. The signatures on the performance improvement plan indicate that both parties have read and understand the plan. The signatures do not necessarily mean that all parties agree.
- M. This provision is specifically intended to supersede the evaluation provisions and requirements of ORC 3319.111 and 3319.11.

**ARTICLE 8
REDUCTION IN FORCE**

A. Reduction

The reduction in the number of bargaining unit members may be made due to:

- decline in enrollment
- phase out of a program
- loss of state funding
- suspension of schools or territorial changes affecting the District
- return to duty of a teacher on approved leave of absence where a replacement/substitute was employed during such leave
- insufficient funds as a reasonably determined by the Board of Education

Any reduction in force shall be accomplished in accordance with the process set forth in Ohio Revised Code section 3319.17.

B. Seniority Defined

System seniority will apply and is defined as the total number of years of continuous service in the District. A year is defined as not less than one hundred twenty (120) days of work and/or leave with pay in any one school year. Seniority is affected as follows:

1. Board approved leaves of absences and suspension of contracts will not interrupt continuity of service.
2. Teachers on sabbatical leave, assault leave, and any approved professional growth leave shall continue to accrue seniority.
3. If two (2) or more teachers have the same number of years of continuous service, seniority shall be determined by:
 - a. the date of the Board meeting at which the teacher was hired, and then by:
 - b. date of applicant's signature on the board application.

C. Recall Rights

The names of all teachers whose contracts (limited and continuing) are suspended due to reduction-in-force shall be placed on a recall list for twenty four (24) months from the effective date of such suspension.

1. The Board will employ no new teacher while there is a teacher on the recall list who is certified/licensed for the vacancy or new position.
2. If a vacancy occurs or a new position is created, the Board will send a certified announcement to the last known address of all teachers on the recall list. It is the teacher's responsibility to keep the Board informed of his/her current address. Teachers holding proper certification/licensure who want to fill the vacancy or new position must respond within seven (7) calendar days of the post office marked date of proof of mailing of the certified announcement. Teachers eligible for the vacancy or new position who decline the position shall forfeit all recall rights. Teachers who fail to respond to the certified announcement shall remain on the recall list. Seniority shall not be the sole basis for recall into a position except when making a decision between teachers who have comparable evaluations.
3. A teacher on the recall list will, upon acceptance of the position for which he/she was recalled, have the same seniority, proper placement on the salary schedule and accumulation of sick leave, as he/she was entitled.
4. Teachers whose contracts are suspended shall be placed on the recall list immediately and shall be given notice by certified mail within one (1) week that his/her contract has been suspended.
5. If the insurance company permits, teachers whose contracts have been suspended shall be permitted to continue to participate in school related insurance programs upon advance payment of premiums. Payment of the full premiums by the teacher shall be made to the Board Treasurer at least one (1) week prior to the premium due date. The Board Treasurer shall let the teacher know of the premium due date. Failure of the teacher to make such payment may result in loss of insurance benefits.
6. A recall status list shall be prepared by the Board and made available to the Association no later than October 1st of each year. The list will be regularly updated in accordance with certifications/licensures on file in the Treasurer's office.

ARTICLE 9
PERSONNEL FILES

- A. The Board shall maintain an official personnel file on each bargaining unit member, which shall be located in the central office. A teacher may see his/her individual file upon request and may be accompanied by a person or persons of his/her choice. The teacher may make a copy of any information in his/her file. The administration may also have a representative present.
- B. The maintenance of the file shall be in accordance with O.R.C. 1347.05.
- C. A unit member shall be given a copy of any material placed in his/her personnel file simultaneously with the placement of said material in the file. The unit member may place a response to any material placed in the file not later than twenty-one (21) days after the placement of the material in the file by the administration.
- D. Letters or other communications of commendation or awards pertinent to the unit member's professional performance shall be placed in the unit member's file upon request.

**ARTICLE 10
CONTRACTS**

- A. Teachers shall be issued either limited or a continuing contract in accordance with the provisions of O.R.C. 3319.08.
- B. Teachers who have completed five (5) years of employment by the District shall be given a three (3) year limited contract, except that if a teacher has documented performance issues, the administration may recommend a one (1) year limited contract. If a teacher is given less than a three (3) year contract, the teacher must be given a performance improvement plan by the evaluating administrator to address the specific performance issues. A teacher may not be given more than two (2) consecutive one year contracts.
- C. Any teacher employed by the Board who will become eligible for a continuing contract for the succeeding school year, and/or at the expiration of the current limited contract, shall provide written notice to the Superintendent that the teacher is eligible for a continuing contract no later than November 15TH of the school year in which their current limited teaching contract with the Board shall expire. This notification must include written documentation supporting the teacher's claim for continuing contract. It is the teacher's responsibility to maintain and track all documents necessary to be approved for continuing contract.

Failure to notify the Superintendent by November 15th shall be a waiver of the teacher's eligibility for the continuing contract for the following school year. If the teacher fails to notify the Board and the teacher is reemployed, he/she may be given a one (1) year limited contract for the following school year rather than a continuing contract, unless the provisions of Paragraph B of this section, in which case the teacher will be given a three (3) year limited contract. Notice received after November 15th shall not serve as the notice required by this section for the following school year.

If a teacher reaches eligibility during the term of a multi-year limited contract, the teacher may still notify the Board of his/her eligibility, and the Board may grant the teacher a continuing contract.

Upon being notified by the teacher of his/her eligibility, the Board shall evaluate the teacher in accordance with Article 7.

A teacher whose initial license was issued prior to January 1, 2011 becomes eligible upon satisfaction of one of the following:

1. Teacher has been employed by the Board for a period of two years and the teacher has previously attained continuing contract status in another Ohio public school district.
2. Teacher has been employed in the School District for five years and has a professional certificate.
3. Teacher has been employed in the School District for five years, has a professional license and:

- a. If the teacher held his/her master's degree at the time of the issuance of the initial license and/or certificate, the teacher has completed six semester hours of graduate coursework in the area of licensure and/or certification or in an area related to the teaching field since the initial issuance of the certificate or license; or
- b. If the teacher did not hold a master's degree at the time of the issuance of the initial license and/or certificate, the teacher has completed thirty semester hours of coursework in the area of licensure and/or certification or in an area related to the teaching field since the initial issuance of the certificate or license.

A teacher who has never held a teacher's license and whose initial license was issued after January 1, 2011 becomes eligible upon satisfaction of one of the following:

1. Teacher holds a professional educator license, senior professional educator license or lead professional educator license issued under Ohio Revised Code section 3319.22; and.
2. Teacher has held an educator license for at least seven (7) years; and
3. Teacher has completed one of the following:
 - a. If the teacher held his/her master's degree at the time of the issuance of the initial license and/or certificate, the teacher has completed six semester hours of graduate coursework in the area of licensure and/or certification or in an area related to the teaching field since the initial issuance of the certificate or license; or
 - b. If the teacher did not hold a master's degree at the time of the issuance of the initial license and/or certificate, the teacher has completed thirty semester hours of coursework in the area of licensure and/or certification or in an area related to the teaching field since the initial issuance of the certificate or license.

Upon receiving the notice from a teacher that he/she is eligible for continuing contract, and after having completed the evaluations of the teacher as required by Article 7, if the Board believes that the teacher is in need of further professional development, the Superintendent may recommend the issuance of a one year extended limited contract to the teacher. If the Superintendent intends to recommend an extended limited contract, the Superintendent must advise the teacher, in writing, of the reasons for this recommendation, and shall meet with the teacher upon the teacher's request. Should the teacher be re-employed under an extended limited contract pursuant to this section, and then be re-employed for the following school year, the teacher must be issued a continuing contract.

The provisions of this section are intended to, and shall supersede and replace any conflicting provisions of Ohio Revised Code sections 3319.07, 3319.08, 3319.11, 3319.111, 3319.22, Chapter 3301-24 of the Ohio Administrative Code and any and all other provisions of the Ohio Revised Code or Ohio Administrative Code governing the issuance and granting of continuing contracts

ARTICLE 11
TEACHING ASSIGNMENTS/TRANSFERS/VACANCIES

A. Request for Transfer and Assignment

A teacher who wishes to be assigned to a new or different teaching position shall make a written request to the Superintendent. Such request shall be kept on file in the Superintendent's office for one (1) year unless removed at any time by the teacher.

B. Filling of Vacancies

Whenever a vacancy occurs or a new position is created, the Board shall do the following in the order listed:

First: All teachers whose names are on the recall list under "Reduction In Force" and who hold proper certification/licensure shall be called back to work.

Second: All teachers who wish to voluntarily transfer, and who have made or who make proper application, shall be interviewed by the Superintendent or designee(s) and given consideration for the position.

Third: The Board may hire new staff.

NOTE: Unit members falling under "*second*" above will be given consideration for the vacant or new position, provided the transfer will not prevent a person on the recall list from being recalled.

C. Posting of Vacancies

All vacancies or new positions shall be posted for five (5) workdays. Posting shall be sent to each employee through the District email.

D. Satellite Programs

All satellite program teachers are recognized as bargaining unit members, and as such, are entitled to the rights and privileges of this master agreement.

NOTE: When a vacancy is posted, the academy/department affected may submit a written recommendation of desired credentials/qualifications, which would strengthen the academy.

**ARTICLE 12
SCHOOL YEAR/DAY**

A. Calendar

The Board and Association shall develop the school calendar for each school year. Meetings shall commence in February for the calendar to be implemented for the ensuing school year. These meetings shall be for recommendation only. The partial days scheduled for the Advisory Committee Dinner, Sophomore Open House, and the Awards Ceremony shall constitute one (1) of the one hundred eighty-four (184) days of the school year.

B. School Year

The length of the school year shall be one hundred eighty-four (184) days. Teachers new to the District may have one (1) additional day for orientation. One (1) of the one hundred eighty-four (184) days may be used for the evening parent/teacher conferences as determined by the district calendar committee.

C. School Day

The length of the school day shall be seven and one-half (7-½) hours and shall include an uninterrupted duty-free lunch period of at least thirty (30) minutes. The school day may be increased by fifteen (15) minutes when a faculty meeting is necessary. The school day may be extended twice per year, in unusual circumstances, for up to thirty (30) minutes.

At the Superintendent's discretion, one additional work day may be added to the school calendar for the purpose of providing professional development opportunities to bargaining unit members. Attendance at the professional development day shall be mandatory. Personal leave may not be used for absence from this day. If the Superintendent determines it necessary to add the additional day, each bargaining unit member shall be compensated at their per diem rate, with payment of the full per diem rate to be made within the next two pay periods following the professional development day.

D. Visits to Employers

Teachers who visit employers of their students may do so during non-student contact time or at other times upon approval of the supervisor.

E. Planning Time

Teachers are expected to plan for effective instruction each day. It is the goal of the district to provide a minimum of 40 minutes of uninterrupted planning time during the student day for all teachers engaged in classroom or laboratory instruction. The following shall apply to all teachers eligible for planning time.

- i. Any teacher with less than six bells of teaching time on the main campus shall be assigned duties by the Director of Secondary Education without additional compensation.
- ii. Any teacher who works under a master schedule that differs from that of the main campus' master schedule shall work under their assigned master schedule without additional compensation provided their scheduled work day does not exceed 7 ½ hours and includes a minimum of 40 minutes of uninterrupted planning time and 30 minutes of lunch.
- iii. Any teacher on the main campus who is regularly assigned duties resulting in the loss of a minimum of 40 minutes of uninterrupted planning time during the student day shall be compensated as stated in Article 13 Section F.
- iv. Any teacher on the main campus who is regularly assigned a planning period during the student day of greater than 29 minutes but less than 40 minutes shall be awarded an annual stipend of \$500.

F. Class Size

The overall average class size assigned to any teacher will be targeted at twenty-five (25) or fewer students. Should any class exceed thirty-two (32) students after the first fifteen (15) student days of the first semester, the Board will pay the affected teacher a stipend of \$500. Should the class exceed thirty two (32) students after the first fifteen (15) student days of the second semester; the Board will pay the affected teacher a stipend of \$500. Should any class exceed forty (40) students after the first fifteen (15) student days of the first semester, the Board will pay the affected teacher a stipend of \$750. Should the class exceed forty (40) students after the first fifteen (15) student days of the second semester; the Board will pay the affected teacher a stipend of \$750. .

**ARTICLE 13
WORKING CONDITIONS**

A. Job Descriptions

Teachers shall be given, upon initial employment, a copy of the current job description for their position.

If a job description is to be changed, the teacher and WCVSTA shall be notified in advance and shall have the opportunity to work cooperatively with the administration in making the changes. Such input by the Association shall be for recommendation only.

B. Safety and Health

1. The Board shall provide necessary safety equipment for use in the work area.
2. Any unit member who observes an unsafe working condition shall notify his/her supervisor.
3. In the matter of mandated regulations governing compliance by school districts of OSHA rules, the Warren County Vocational Board of Education (Board), and the Warren County Vocational School Teachers Association (WCVSTA) have the following understanding:
 - a) In so far as OSHA mandates these provisions, the parties, their representatives and members will be bound to comply.
 - b) The board shall provide to each member of the WCVSTA bargaining unit, the specific provisions of OSHA rules with which they are expected to comply. The board will also meet with these employees to explain what is expected in order for the individual to be in compliance with the rules, and the action that will be taken by the Board for failure to comply. The actions that will be taken by the Board are as follows, and in the order listed:
 - 1) Notify the employee in writing of the specific act or failure to act for which he/she was or is not in compliance.
 - 2) If the employee fails to take the necessary action within a reasonable amount of time in that instance, or fails a second time to comply in the same situation, the Board shall give a verbal warning before a witness. The Board may choose to issue any number of verbal warnings or proceed to "3" below.
 - 3) If the employee fails to take the necessary action within a reasonable amount of time in that instance after the verbal warning, or fails a third time to comply in the same situation, the Board shall give a written warning stating that if the employee fails to take the necessary action in that instance, or fails again to comply in the same situation, the Board shall suspend the employee without pay for one day. The Board may choose to issue any number of one day suspensions or proceed to "4" below.

- 4) If the employee fails to take the necessary action within a reasonable amount of time in that instance after the written warning, or fails again to comply in the same situation, the Board shall give a written notice of suspension stating that if the employee, upon return, fails to take the necessary action in that instance, or fails again to comply in the same situation, the Board shall suspend the employee without pay for three days. The Board may choose to issue any number of three day suspensions or proceed to "5" below.
 - 5) If the employee fails to take the necessary action within a reasonable amount of time in that instance after the one day suspension without pay, or fails again to comply in the same situation, the Board shall give a written notice of three day suspension stating that if the employee, upon return, fails to take the necessary action in that instance, or fails again to comply in the same situation, the Board shall hold a termination hearing in accordance with O.R.C. 3319.16.
- c) The unit member who is subject to any of the above actions shall have the right to the grievance procedure of the collective bargaining agreement between the parties prior to the termination hearing under O. R.C. 3319.16.

C. Substitute Teaching

The Board shall maintain a list of certified/licensed substitute teachers who are not members of the bargaining unit who are available to be called to substitute teach for WCCC teachers who are absent. The names of teachers recommended by WCCC staff shall be included on the list.

Whenever a teacher is absent, the Board shall attempt to fill such temporary vacancy from the list of substitute teachers.

Whenever a substitute from the list is not available and the administration chooses to have a member of the bargaining unit assume the responsibilities of the absent teacher, the following steps shall be followed:

1. The administration shall ask for a volunteer with the same area of certification/licensure. If no such volunteer is available, the administration may proceed to Step 2.
2. The administration shall ask for a volunteer whose certification/licensure is other than the absent teacher's certification/licensure. If no such volunteer is available, the administration may proceed to Step 3.
3. The administration may require a teacher to assume the responsibilities of an absent teacher.

Teachers other than trade and industry and cosmetology shall not be required to assume the responsibilities of an absent teacher in a trade and industry laboratory.

When a teacher does assume the responsibilities of an absent teacher, at the request of the administration, he/she shall be paid \$20.00 per class period for the life of the contract.

The administration shall not cause the combining of two (2) or more classes of different trades or subjects under the supervision of one (1) teacher.

No teacher shall be required to give up his/her classroom/lab responsibilities to assume the responsibilities of another teacher.

D. Committee Recognition

The Board and the Association recognize the importance of committees to facilitate communication in the District. The Association and Administration recognizes the High Schools That Work (HSTW) committees, the Scheduling Committee, the Student Handbook Committee and the Calendar Committee. These committees will be responsible for providing recommendations to the Administration.

When the Board or the Superintendent creates committee(s) which impact the Association, the Association will be invited to participate in the committee. The committees will be comprised of individuals from each of the parties (Administration and Association) that will represent those groups and have full power to act on behalf of their respective parties. The respective representation of the committees shall be mutually agreed to by the Administration and the Association President.

E. Transporting Students

Teachers shall not transport students in their personal vehicle. The Board shall provide an appropriate vehicle with driver to transport students and teachers to approved activities.

F. Non-Teaching Duties

The Association will survey its membership annually to determine unit member preferences for extra duty assignments. This information will be provided to the Director of Secondary Education for consideration in finalizing assignments.

Teachers shall not be assigned to perform non-teaching duties such as study hall, in-school suspension or detention, restroom duty, lunchroom duty, hall or parking lot duty, or bus duty, etc., during their lunch, or class time.

If the Administration cannot cover necessary duties under the master schedule, the Director of Secondary Education may assign a staff member to a duty assignment resulting in that staff member's loss of their planning period during the student day. Any staff member assigned a duty resulting in loss of said planning period shall be compensated with the lesser of the following two amounts:

- i. \$3,500 for loss of plan bell during an entire year.
- ii. \$20.00 per day that the prep period is lost.

The teacher planning period is defined in Article 12 Section E.

G. Student Misconduct

State law and Board policy shall be followed in dealing with student misconduct.

H. Curriculum/Building Maintenance

Unit members shall not be required to do building maintenance or improvement work with students when such work is not in the curriculum and/or has not been taught in class. The unit member shall notify the supervisor when such work is not in the curriculum or has not been taught.

I. No Smoking

Tobacco products shall not be used within school buildings, in school vehicles, or on school grounds, per WCVSD Board Policy.

J. Facilities

The Administration of the Warren County Career Center is committed to physical restructuring changes to provide adequate instructional space and equipment for both secondary and post-secondary education. The WCVSTA recognizes the purpose of WCCC to provide quality instruction for both secondary and post-secondary students. As such, it is recognized that the equipment and the facilities must be shared. Should a conflict arise from scheduling of programming, WCVSTA and the Administration agree to meet and resolve the conflict.

ARTICLE 14
WORKSHOPS/CONFERENCES/CONVENTIONS/IN-SERVICE

A. Teacher Activities

1. Teachers are encouraged to attend professional workshops, conferences, conventions and other such meetings for the purpose of enhancing a teacher's knowledge about his/her area of certification/licensure, courses taught, educational methodology and to keep current a teacher's awareness of new procedures, equipment and tools.
2. Teachers who wish to attend such meetings shall make a request using the approved district process form "Professional Meeting Request; and submit to supervisor and one (1) copy to the Director of Secondary Education.
3. The teacher's attendance must be by prior approval of the Superintendent and is subject to the availability of funds.
4. Request shall be made at least seven (7) days in advance of attendance.
5. In addition to the teacher's regular salary, the Board shall pay the cost of mileage at the IRS approved rate, lodging, meals, registration fees, and transportation costs (train, bus, rental car, or plane), parking, taxi or local bus fare, and/or other miscellaneous expenses. Teachers shall keep receipts of these expenses and shall be reimbursed within three (3) weeks after submitting the approved form with attached original receipts in accordance with Board policy. (See Article 18, Section E for transportation restrictions.)

Lodging – The Board shall pay the cost of hotel accommodations at the board approved amount with the maximum of One Hundred Thirty Dollars (\$130.00) per night. All receipts must be submitted to the Treasurer for reimbursement.

Meals - When on travel status for a full calendar day, actual meal expenses shall be reimbursed up to a maximum of Fifty Dollars (\$50.00) with itemized receipts, including taxes and gratuity up to Fifteen Percent (15%). When travel is for a partial day, the following schedule should be followed: Ten Dollars (\$10.00) for breakfast (before 10:30 a.m.), Ten Dollars (\$10.00) for lunch (10:30 a.m. through 4:00 p.m.) and Thirty Dollars (\$30.00) for dinner (after 4:00 p.m.). Exception: if meals have been provided, then the dollar amount allocated for that meal will be subtracted from the total. Taxes and a gratuity of up to Fifteen Percent (15%) may be included per meal, not to exceed the maximum amount of Ten Dollars (\$10.00) for Breakfast, Ten Dollars (\$10.00) for Lunch, Thirty Dollars (\$30.00) for Dinner per day. Employees must submit an itemized receipt of meals and gratuity to the Treasurer for reimbursement.

B. Student Activities

Whenever teachers accompany students to regional, state or national competitions or other student oriented meetings, as approved by the Superintendent, he/she shall be reimbursed for the cost of lodging, meals, registration fees, and transportation in addition to his/her regular salary. If requested by a unit member in the area of the competition, at least one (1) unit member who teaches the course work of the area of the competition in which a student is participating shall be approved to accompany the student(s) to regional or state competitions. The instructor (unit member) who works with the student(s) or a team of students shall, if he/she requests, be approved to accompany such students to national competition. In no case shall the ratio exceed one (1) such unit member to ten (10) such students for overnight trips. (See Article 18, Section D for transportation restrictions.)

C. Board Directed Activities

The Board shall pay all legitimate expenses connected with an activity for which the employee has been directed to attend by the Superintendent.

D. Technology Training Requirement

In addition to the professional development days in Article 12, each teacher shall be required to obtain four (4) hours of technology training per year, outside of the student school day. The training classes will be determined and provided by the Board of Education. The Board of Education will issue a schedule of the training classes each quarter. The Board of Education will work with the LPDC to permit teachers to receive CEU's for the time spent in the training classes. The Board of Education will also seek to obtain college credit for the training classes from an accredited institution. Teachers in the first two years of their employment with the Board of Education are exempt from this requirement. The Association shall conduct a survey of its members regarding possible topics and/or classes for the technology training for the upcoming school year. The results of the survey are to be provided to the Technology Specialist no later than April 1 of each year of the contract.

**ARTICLE 15
LEAVES OF ABSENCE**

Bargaining Unit members may make use of their right to a Leave of Absence by completing the Board Approved Leave Form. Falsification of a statement justifying leave payment on this form is grounds for suspension or termination of employment under Section 3319.16 O.R.C.

A. Sick Leave

Each teacher shall be credited with one and one-fourth (1-1/4) days of sick leave for each month of service or fifteen (15) days for each completed school year. *Employees who have not yet been credited with any sick leave days and teachers who have exhausted all credited sick leave days will be advanced five (5) sick leave days which shall be subtracted from future credited sick leave. Teachers who have exhausted all regular and advanced sick leave days may appeal to the Board for additional sick leave days or may go on unpaid sick leave in accordance with O.R.C. 3319.13.

Sick leave will be granted for personal illness, injury, pregnancy, exposure to contagious disease which could be communicated to others and for absence due to illness, injury or death in the employee's immediate family.

The immediate family is defined as those persons living in the employee's household, parents, parents-in-law, and children living in a separate household, sisters, brothers, sisters-in-law, brothers-in-law, and grandparents.

An additional fifteen (15) sick leave days will be credited to unit members who reach the maximum days allowed at the end of the prior school year, which shall be two hundred forty (240) days for the life of the contract.

Leave days may be taken on one-fourth (1/4) day or greater increments.

*The advancement of five (5) days sick leave pursuant to the provisions of this Article XV is not repeatable until after the five (5) days have been re-credited from earned sick leave days.

If the bargaining unit member seeks medical attention from a health care provider, documentation of the provider and date of consultation shall be noted on the Leave Form.

B. Maternity/Adoption/Child Care Leave

1. *Maternity Leave*

- a. A pregnant teacher shall be granted, upon written request, unpaid maternity leave. The effective date of such leave shall be that as determined by the teacher and her physician. The teacher shall notify the Superintendent at least thirty (30) days in advance of the effective date of said leave except when such notice cannot be given because complications in her pregnancy require her to begin leave within the thirty (30) days. In such event, the Superintendent shall be notified as soon as possible of the starting date of the leave.
- b. A pregnant teacher may use upon written request, accumulated sick leave while pregnant. Maternity leave will terminate six (6) weeks from date of delivery. Verification for additional use of sick leave in excess of six (6) consecutive weeks shall be required at six (6) week intervals.
- c. Upon return to service following maternity leave, the teacher shall resume the position and employment status held at the time the leave began, except as otherwise provided in this Master Agreement. Such return shall include advancement on the salary schedule for each year in which the combined total of in-service days, days taught, used sick leave days, used personal leave days, and used professional leave days equal at least one hundred twenty (120) days.
- d. A teacher on sick leave shall be maintained on all insurance programs during the time the teacher is on sick leave with the Board and teacher paying their respective shares of the premiums. The teacher on maternity leave shall be maintained on all insurances for which she makes a written request and advance payment of premiums to the Treasurer.

2. *Adoption/Leave*

- a. Any teacher shall be granted, upon written request, leave for the purpose of receiving an adopted child providing he/she is the adoptive parent.
- b. Adoption leave shall be for up to four (4) weeks without pay.
- c. Request for adoption leave shall be made to the Superintendent in writing as far in advance as possible.
- d. Upon return to service following adoption leave, the teacher shall resume the position and employment status held at the time the leave began. Such return shall include advancement on the salary schedule for each school year in which the combined total of in-service days, days taught, used sick leave days, used personal leave days, professional leave days total one hundred twenty (120) days.
- e. The teacher on adoption leave shall be maintained on all insurances for which he/she makes a written request and advanced payment to the Treasurer. The Treasurer shall inform the teacher of the premium due date.

3. *Child Care Leave*

- a. Any unit member shall be granted, upon request, leave for child-rearing without pay for up to one (1) year which will be renewed, upon written request, for an additional one (1) year when the unit member provides a statement from a doctor that the leave is recommended for health reasons. The ending date of such leave shall be coincident with the end of the school year or a semester.
- b. He/She shall notify the Superintendent in writing at least forty-five (45) days in advance of the beginning date of the leave. In emergency situations, the forty-five (45) days shall be shortened.
- c. Upon return to service of a teacher at the expiration of a child care leave, the teacher shall resume the contract status he/she held prior to such leave and may be reassigned to a position for which he/she is certified/licensed.
- d. The teacher on childcare leave shall be maintained on all insurances for which a written request and advance payment is made to the Treasurer. The Treasurer shall inform the teacher of the premium due date.
- e. A unit member on child care leave shall notify the Superintendent in writing of his/her intent to return from leave by September 30th for return at the beginning of the second semester of any year and by April 1st for return at the beginning of any school year.

C. Assault Leave

A teacher, having been a victim of a physical or sexual assault while on school property or while on duty for the school in some official capacity, shall be granted assault leave and maintained on full pay status, for five (5) school days for the purpose of recovery. Teachers may use sick leave for recovery beyond the first five (5) days.

In cases where assault leave is desired, the teacher shall provide the Board with a statement from a doctor certifying the nature of the disability and the period of time for which he/she believes the teacher should not return to work.

The Board shall provide any teacher who has used assault leave with proper application forms for Workers' Compensation.

Under an extreme circumstance (involving severe personal injury) additional assault leave days may be granted for a reasonable recovery period.

D. Personal Leave

Absence with pay will be allowed by the Board of Education up to a maximum of three (3) days per contract year.

Personal Leave must be pre-approved by the Director of Secondary Education a minimum of two (2) days prior to leave. Personal leave may not be used on the following days except in an emergency or extenuating circumstance during the first five (5) days or the last five (5) days of the school year, the day before or after a school holiday, open house, parent-teacher conference, Advisory Committee dinner, Senior Awards Ceremony, or on required in-service education days without Administrative approval.

The use of Personal Leave shall be restricted to no more than 5% of the bargaining unit on the same day.

Request for personal leave should be made to the immediate supervisor on the "Personal Leave Application" form at least two (2) days prior to such leave, except in cases of emergency.

If personal leave is taken on a day when the school is closed because of weather or other calamity, the employee will not be charged for the day.

No personal leave shall be used for vacation or recreation.

Personal leave days not used by the end of the school year shall be converted to sick leave days not to exceed the maximum allowable sick leave accumulation.

E. Sabbatical Leave

Sabbatical leave of absence for study and research may be granted to full-time, annually contracted teachers.

1. In order to apply for sabbatical leave, the teacher must have completed five (5) consecutive years of regular employment in the District immediately prior to application.
2. The teacher requesting sabbatical leave must not have been granted such a leave from the District during the five (5) consecutive years of service immediately preceding the application.
3. The teacher on sabbatical shall be maintained on all insurances for which written request and advance payment is made to the Treasurer. The Treasurer shall inform the teacher of the premium due date.
4. Application for sabbatical leave shall be made in writing to the Superintendent not later than May 15th preceding the school term in which the leave is desired.
5. Within sixty (60) days after completion of the sabbatical leave, the teacher granted such leave shall file with the Superintendent a written report of his/her educational pursuits while on sabbatical leave.
6. Upon return to service of a teacher at the expiration of a sabbatical leave, the teacher shall resume the contract status he/she held prior to such leave and may be reassigned to a position for which he/she is certified/licensed.

F. WCVSTA Business Leave

Members of the WCVSTA who are delegates or appointees to the convention or meetings of the Ohio Federation of Teachers, American Federation of Teachers, or the AFL-CIO, shall be granted a total of four (4) days leave, with full pay, to attend such functions. The Board will not be responsible for the cost of food, lodging, transportation or any fees connected with the meetings.

G. Military Leave

A teacher who is a member of a reserve component of the armed forces of the United States or of the Ohio National Guard shall be granted leave of absence without loss of pay for such time as the teacher is in the military service or field training or active duty for periods not to exceed thirty-one (31) days in any calendar year, provided that the compensation paid to the teacher shall be the difference between his/her regular compensation and the remuneration received by the teacher for such military service.

H. Jury/Hearing Leave

1. Teachers who are called to serve on jury duty shall be granted leave with full pay.
2. Teachers who are subpoenaed to appear in court or at hearings, which are school related, but the teacher and/or Association is not the plaintiff shall be granted leave with full pay.
3. Teachers who are subpoenaed to appear in court or at hearings on criminal cases in which they are not the defendant shall be granted leave with full pay.
4. Teachers who are subpoenaed to appear in court or at hearings, which are other than school related or criminal cases, shall upon request be granted unpaid leave.

Teachers who are on leave with pay shall remit to the Board the amount received for such service minus the amount of reasonable expenses not paid by the legal entity, which is the cause of such appearance to serve.

I. General Leave

The Board may, upon request of a teacher, grant an unpaid leave of absence for up to two (2) years for education, professional or other purpose. The teacher on general leave shall be maintained on all insurances for which he/she makes a written request and advance payment or premiums to the Treasurer. The Treasurer shall inform the teacher of the premium due date. Upon return from such leave the teacher shall be returned to the same or similar position for which he/she is properly certified/licensed.

J. Family Medical Leave

1. Bargaining unit members shall have the right to Family and Medical Leave in accordance with P.L. 103-3.
2. A unit member will be allowed up to twelve work weeks FMLA leave per year.
3. A year shall be defined as the twelve (12) month period of time from the last usage of FMLA leave by the employee.
4. A unit member shall first use available paid leave, which will count against the twelve (12) week FMLA leave maximum.

K. Attendance Incentive Pay

In order for the parties to achieve the districts attendance goals, the following attendance incentive will be offered:

- For bargaining unit members who achieve the level of 98% attendance they will be issued \$100 at the end of the school year.
- For bargaining unit members who achieve the level of 97% attendance they will be issued \$50 at the end of the school year.
 - Only one individual incentive will be offered.
- In the event that the bargaining unit as a whole attains a combined 98% attendance, they will be issued \$200 at the end of the school year.
- In the event that the bargaining unit as a whole attains a combined 97% attendance, they will be issued \$100 at the end of the school year.
 - Only one group incentive will be offered.
 - Any bargaining unit member that does not attain the level of 95% attendance will not be eligible for the group incentive.

L. Teacher Certification/Licensure Incentive Pay

In order for the parties to ensure financial assistance with teacher certification/licensure if a bargaining unit member achieves the level of 100% attendance during all three years of this agreement, the member will be issued \$200 to be used toward certificate/license renewal and the district shall issue a voucher for the cost of any BCI/FBI costs during the term of the agreement. These amounts will be paid at the end of the agreement.

ARTICLE 16
WORK OUTSIDE OF REGULAR PROGRAM

A. Summer School/Night School

If the Board hires teachers for summer school or night school, the position(s) will first be posted for five (5) workdays so teachers currently employed by the Board for day school can apply for the position. Teachers who apply shall be considered for the position before the position is given to another teacher.

B. Skilled Work for the Board

Whenever a unit member agrees to do work for the Board either during his/her workday and not connected to the instruction of students, or outside his/her workday, he/she shall be paid at a mutually agreeable rate.

C. Student Projects

Supervisors may provide instructors opportunities to provide students practical experience by working on building projects, which coincide with and enhance the curriculum being taught.

ARTICLE 17
FRINGE BENEFITS

A. Severance Pay

A unit member, who retires after five (5) years of active service in the District, shall be paid for accrued but unused sick leave days on the basis of twenty-five percent (25%) of the unit member's actual accumulated sick leave days to a maximum of sixty (60) days for the life of the contract. Unit members who have worked five (5) years for the District and who die prior to retirement from employment by the Board shall have severance pay made to the unit member's estate.

The amount to be paid for each such day or fraction thereof shall be at the daily rate of pay of such teacher at the time of retirement.

Accrued sick leave as used herein shall include accrued sick leave which the teacher has transferred into this District from other teaching service in Ohio Public Employment but not to exceed the accrual limits in effect in this District at the time of retirement.

Payment shall be made within forty-five (45) days after the teacher retires unless the teacher, prior to receiving payment, indicates in writing that he/she may wish to have accumulated sick leave transferred to other public employment. If a teacher eligible for payment pursuant to this section does not elect to transfer his/her accumulated sick leave from the district, the payment shall be made automatically to the teacher.

B. Retirement Bonus

1. In the event a teacher resigns his/her employment with the Board for retirement purposes effective no later than June 30 of the work year that he/she first becomes eligible to retire through the State Teachers Retirement System, in addition to the severance pay he/she is entitled to receive, he/she shall also receive a one-time lump sum payment of \$10,000.00. If the teacher notifies the Superintendent of their intent to retire by January 15th of the year in which they are retiring, the teacher shall be entitled to an additional \$1,000.00. Any teacher who does not elect to resign his/her employment with the Board by June 30 of the work year in which he/she first becomes eligible to retire through the State Teachers Retirement System shall forfeit his/her right to this retirement incentive bonus but shall be entitled to severance pay pursuant to Section A of this article.

2. Employees shall be eligible for the retirement bonus upon retiring when the employee is first eligible to retire as defined by the STRS regulations as they are currently written, or as may be amended.

*In order to be eligible for this retirement incentive the employee must have spent the five years previous to retirement under the employment of WCVSD.

3. In order to take advantage of this provision, a teacher must tender his/her written resignation for retirement purposes to the Superintendent and Treasurer no later than the last calendar work day for teachers during the contract year in which a teacher first meets one of the above retirement criteria. The retirement shall be no later than June 30 of the school year in which he/she first becomes eligible to retire.

4. This provision does not apply to any teacher retiring on a disability retirement.

5. All teachers will be eligible to participate in the Board adopted Section 403(b) accumulated leave plan, in accordance with the current IRS statutes and regulations, or as may be amended hereafter.

C. Insurances

The Board shall provide the following insurance for all members of the bargaining unit:

1. Medical Insurance, family, employee plus children and single, with comprehensive services within Network and Non-network.
2. Dental Insurance, family and single.
3. Vision Insurance, family and single.
4. Prescription Drug Insurance, family and single.
5. Life Insurance
Forty-five thousand dollars (\$45,000) of term life insurance on each member of the bargaining unit. (If optional Life Insurance is desired after initial enrollment, you may take optional insurance if available.)

D. Insurance Costs

1. Except as provided in paragraph 2, the Board shall contribute 85% of the premium costs of insurances provided by the district. The employees shall contribute 15% of the premium costs of insurances provided by the district.
2. If the annual insurance premium increases by more than 7%, the amount of the increase up to 7% shall be split according to the percentages set forth in paragraph 1 and any increase over that figure shall be shared equally by the parties. In that event, the percentages set forth in paragraph 1 shall be adjusted according to that shared increase. In any year in which the annual health insurance premiums decrease, the premium contributions shall remain the same, however, the savings shall be placed in an escrow account to be used as an offset for any future increases in the annual health insurance premiums.

E. Insurance Committee

The Insurance Committee holds responsibility for duties including, but not limited to, reviewing insurance costs, exploring program additions and/or modifications, examining program design and considering cost containment issues in order to maintain the integrity of the insurance program and preserve or improve current coverage's. The Committee shall be provided with insurance data as deemed necessary to facilitate the Committee's activities and recommendations. President, Vice President, and three additional Association members shall be members of the insurance committee. Changes or modifications in coverage shall not be implemented until the Insurance Committee has made recommendations and both the Association and Board approve said changes or modifications.

**ARTICLE 18
ECONOMIC PROVISIONS**

A. Salary Schedule Placement

Career/Technical

- *1. An individual must have at least five (5) years of prior experience in his/her field to qualify for employment at Warren County Career Center.
- *2. Employees with five (5) years of experience shall be placed at step 0 of the Bachelor or Equivalent Lane of the salary schedule.
3. Once employed, each year of teaching experience of not less than one hundred twenty (120) days shall cause the employee to be moved one step on the salary schedule.
4. Full credit for Ohio teaching experience at other State Department of Education accredited institutions shall be granted for placement on the salary schedule to a maximum of ten (10) years. (Applicable to those initially employed on and after July 1, 1991)
5. Employees who have completed fifty (50) semester hours of training beyond high school shall be placed on the Bachelor + 1 or Equivalent Lane of the salary schedule at the proper step in accordance with 1. – 5. above.
6. Employees holding a professional certificate who have an earned bachelor's degree in their field or in a related field shall be placed on the Master's Lane of the salary schedule at the proper step in accordance with 1. – 5. above.
7. Out of state teaching experience at State Department accredited institutions shall be granted for placement on the salary schedule to a maximum of ten (10) years. (Applicable to those initially employed on and after July 1, 1991)
8. Persons employed by the WCCC may be given up to ten (10) years of service credit for purposes of placing them on the salary schedule for private sector employment in an area directly related to their teaching licensure/certification. (Applicable to those initially employed on or after July 1, 2009)
9. In no event shall an employee be granted more than ten (10) years of prior experience credit. (Applicable to those initially employed on and after July 1, 1991)

Academics

1. An individual must hold at least a bachelor's degree with proper certification/licensure for the position to be held. Such employee shall be placed on the Bachelor or Equivalent Lane of the salary schedule.
2. Once employed, each year of experience of not less than one hundred twenty (120) days shall cause the employee to move one step on the salary schedule.
3. Full credit for Ohio teaching experience at other accredited institutions shall be granted for placement on the salary schedule to a maximum of ten (10) years. (Applicable to those initially employed on and after July 1, 1991.)
4. Employees who have earned one hundred fifty (150) semester hours in obtaining a bachelor's degree or whose bachelor's degree credits plus credits earned after issuance of the bachelor's degree total one hundred fifty (150) semester hours shall be placed on the Bachelor's + 1 Lane of the salary schedule at the proper step in accordance with 1. and 2. above.
5. Employees holding a master's degree with proper certification/licensure for the position to be held shall be placed on the Master's Lane of the salary schedule at the proper step in accordance with 1. and 2. above.
6. Out of state teaching experience at State Department accredited institutions shall be granted for placement on the salary schedule to a maximum of ten (10) years. (Applicable to those initially employed on and after July 1, 1991.)
7. In no event shall an employee be granted more than ten (10) years of prior experience credit. (Applicable to those initially employed on and after July 1, 1991.)

*Career/Technical items "1." and "2." are applicable only to members of the bargaining unit initially employed for and after the 1988-1989 school year.

NOTE: Unit members teaching a career/technical course which requires at least a bachelor's degree for initial certification/licensure shall be placed on the salary schedule in accordance with the provisions of "academics" except, these unit members shall be credited with related experience in the field. This is retroactive to 7/1/88, but there will be no retroactive adjustment in salary. New placement on the salary schedule under this provision shall begin with the 1991-92 school year.

B. Lane Changes

Teachers who earn additional college credits or the equivalent to qualify for a higher salary class shall file an official transcript, equivalent document or a letter from the institution verifying satisfactory completion of college or equivalent work with the Treasurer of the Board by September 15th for advancement during the first semester. The Treasurer shall then pay such teachers in accordance with the new salary schedule placement as of the pay period in which September 15th falls. Credits of the equivalent earned for advancement on the salary schedule shall conform to the following:

1. Work is satisfactorily completed at an accredited college, university or other appropriate institution. Accreditation must be through one of the six regional accreditation agencies, the American Council for Education or National Program of Non-collegiate Sponsored Instruction.
2. Work provides sufficient credit or the equivalent to qualify the teacher for placement on the next column on the salary schedule.
3. Work completed is relevant to currently held certification/license and/or leads to an additional area of licensure.

Beginning July 1, 2012, if a teacher obtains his/her master's degree in his/her area of certification/licensure, the teacher shall also be entitled to a one time stipend payment of five hundred dollars (\$500.00).

C. Pay Periods

The Board shall issue to all teachers 24 pays in a (12) month period paid on the 15th and 30th of each month or the last day of February. If payday falls on a weekend, the pay date will be on the Friday before. A teacher may opt for direct deposit of his/her paycheck to a single financial institution in the ACH. This option shall continue for the remainder of the school year in which it was requested and shall continue from year to year unless the teacher notifies the Treasurer in writing to discontinue. If payday falls on Friday when school is not in session, the pay shall be distributed on the last day school is in session prior to that payday with the exception of winter vacation.

D. Lump Sum Compensation

For the 2012-2013 and the 2013-2014 contract year, any teacher who does not receive a salary increase through the advancement of a step on the salary schedule shall receive a lump sum payment of Six Hundred Dollars (\$600.00).

E. Transportation Reimbursement

1. Mileage

Unit members who use their personal vehicle in the performance of their duties for the District or for other approved travel shall be reimbursed at the IRS allowable rate. Mileage report forms supplied by the Board must be completed and submitted according to Board policy.

Mileage shall be measured from the Warren County Career Center or from the residence; whichever is the closest to the point of travel.

2. Common Carrier

Teachers who travel long distance in the performance of their duties for the District or for other approved travel shall comply with the following when purchasing fare on a common carrier (air, rail, bus, other):

- a. Attempt to secure the lowest possible fare.
- b. Present tax exemption certificate when purchasing ticket.
- c. When possible, return tickets and cancel reservations that will not be used in order to avoid charges.
- d. Submit vouchers with a Request to Attend Professional Meeting or Student Activity and Request for Reimbursement Form to the Treasurer for reimbursement.
- e. If the employee is unable to pay out of pocket for such expenses, he/she may submit a request to the Superintendent for advance payment.

3. Other Charges

Reimbursement shall be made for highway, ferry, bridge and tunnel tolls, parking fees, road service and towing charges.

These charges must be listed on the Request to Attend Professional Meeting or Student Activity and Request for Reimbursement Form and submitted to the Treasurer.

F. Tuition Reimbursement

A tuition bank of \$20,000.00 will be provided at the beginning of each fiscal year (July-June). Unit members may apply to the Superintendent or Director of Secondary Education for prior approval of all course work for tuition reimbursement on the applicable form. Once approved by the Treasurer, the money will be guaranteed to that member provided the member submits tuition receipts and the grades within 30 days of the conclusion of his/her course(s). A passing grade of "B" or higher or in cases where the course is on a pass/fail basis, a passing grade must be earned to receive reimbursement. Upon verification of the course completed with the proper documentation, the Treasurer will issue a check for the 100% of the tuition not to exceed \$1,500.00 per fiscal year per member. Any funds not encumbered or spent by June 30 of each fiscal year will be returned to the district. The following conditions shall apply to tuition reimbursement:

- i. The Administration shall provide a quarterly report of the status of the tuition reimbursement bank to the Association President for distribution to the membership.
- ii. Application for tuition reimbursement, using the appropriate form, shall include a written summary of how the selected coursework applies to the professional development of the staff member. Acceptable professional development coursework includes but is not limited to the instructor's licensure/certification area, pursuit of a new teaching license, teaching license renewal, or education classes. Course work must be completed at an accredited college, university or other appropriate institution. Accreditation must be through one of the six regional accreditation agencies, the American Council for Education or National Program of Non-collegiate Sponsored Instruction.
- iii. In order to protect the investment of the district in supporting an employee's professional development coursework, if an employee leaves the district within three years of using tuition reimbursement, the Administration may require repayment of said tuition reimbursement at a pro-rated amount as follows:
 - a. The full amount shall be repaid if the employee leaves the district during the first year after reimbursement.
 - b. 2/3 of the amount shall be repaid if the employee leaves the district between the first and second year after reimbursement.
 - c. 1/3 of the amount shall be repaid if the employee leaves the district between the second and third year after reimbursement.
- iv. If an employee is required to make reimbursement pursuant to this section, and fails to do so, the Board may attach and withhold any wages or salary due to the teacher for such repayment. Special consideration to waive the requirement to repay may be made by the Superintendent, at his/her discretion, if the teacher's departure is under unusual circumstances
- v. It is required for all career technical instructors to attain licensure through an ODE approved licensure program. Should sufficient funds exist therein, any new employee entering the career technical licensure program at Wright State University or any applicable university that offers this training shall have their initial summer workshop paid for in full from the Tuition Reimbursement bank.

G. Supplemental Salary

Teachers who perform supplemental duties shall be given a supplemental contract, which shall state the teacher's supplemental salary.

	Salary 2012-2015
a. FEA Advisor	\$1621.00
b. FFA Advisor*	\$1621.00
c. DECA Advisor*	\$1621.00
d. FCCLA Advisor*	\$1621.00
e. Skills USA Advisor*	\$1621.00
f. Assistant Skills USA Advisor* (1/2)	\$750.00
g. BPA Advisor*	\$1621.00
h. NTHS Advisor*	\$750.00
i. SADD Advisor*	\$750.00
j. Career Tech Week Advisor	\$479.00
k. Curriculum Development (For hours worked at school outside of the contracted work hours, or at an approved off-campus site under the supervision of the Curriculum Supervisor.)	\$18.97
l. Banquet Service (per hour)	\$24.34
m. Bus Driver Outside School Hours	\$16.44
n. Student Competition (For each day of attendance at competition during summer vacation, and for each day during the school year on non-work hours when attendance is at actual competition events.)	50% of per diem <i>19 day is to including? 200 day starts at 12:01 am</i>

*One-half (1/2) of the salaries for items "a. – j." shall be paid at the end of each semester.

Per the employee job description, all academic and vocational staff not employed in a supplemental position shall be involved and participate in Career Technical Student Organization activities, upon the request of the Advisor or at the direction of the Director of Secondary Education, without additional compensation.

All persons employed in a supplemental position shall be given a copy of the job description for the position, which shall be signed by the employee, acknowledging receipt.

Each person employed in a supplemental position shall submit written quarterly progress reports to the Director of Secondary Education, detailing activities performed to date, status of the group's activities, and the general progress of the supplemental duties.

The Board shall have the authority to pro rate the pay of the person employed in the supplemental position should the Board determine that the employee has failed to perform the established duties for the position. This determination will be subject to the grievance procedure.

If the Program receives the Outstanding Chapter Award, the Advisor shall be entitled to a payment of \$100.00 and the assistant advisor, should one be employed, shall be entitled to a payment of \$50.00.

ARTICLE 19
REHIRING OF RETIRED TEACHERS

1. Teachers who have retired and who are or will be receiving benefits through any State Retirement System, whether in state or out of state, may be employed by the Board of Education. There shall be no expectation that any such teacher, whether formerly an employee of the Board or not, will be offered employment. The Board reserves the right to offer or not to offer such employment selectively, based on the needs of the School District, and no reason will be given for declining to offer such employment to anyone pursuant to this provision.
2. The salary to be paid to the retired teacher shall be determined as agreed by the Board and the teacher.
3. Individuals employed pursuant to this shall be eligible to receive a single plan paid in accordance with this Agreement, unless the individual is eligible to receive insurance coverage from a different source, in which case, the individual must obtain coverage from the other source.
4. Teachers employed pursuant to this provision shall receive one (1) year limited contracts and shall not be eligible for continuing contracts, regardless of their years of service or license held.
5. Each one (1) year contract shall automatically expire upon the completion of the year and it shall not be necessary for the District to take formal action to non-renew the employee pursuant to ORC 3319.11, in order to terminate the employment relationship. The employment relationship shall end upon the expiration of the contract in the same manner as a supplemental contract. Teachers employed pursuant to this provision may not post for vacancies, maintain bumping rights, and have no seniority rights over any other teacher. The Board shall not be required to evaluate any individual employed pursuant to this article per the evaluation process set forth in Article VII. Teachers hired pursuant to this provision are not entitled to any severance benefits or retirement incentive benefits.
6. Teachers employed pursuant shall not be permitted to transfer any sick leave they may have earned from previous employment with another employer but shall earn sick leave during the contractual year at the same rate as other members of the bargaining unit.
7. This Article does not apply to any person currently employed by the Board who has retired and been rehired. Retired teachers currently employed by the District will maintain their current salary schedule, contractual status and benefits.
8. All of the terms and conditions of employment set forth in the preceding subsections shall supersede and replace any sections of the Ohio Revised Code with which they are in conflict, including but not limited to, Sections 3319.07, 3319.08, 3319.11, 3319.111, 3319.112, 3319.12, 3319.17, Chapter 3307, 3313.202, 3319.141, 3317.13, and 3317.14, in their current form or as amended.

ARTICLE 20
DEFINITIONS

- A. The term employee as used in this Agreement is defined as a member of the bargaining unit.
- B. The term certificate and/or license shall refer collectively to a license or certificate as issued pursuant to Ohio Revised Code section 3319.22.

ARTICLE 21
SALARY SCHEDULES

WARREN COUNTY VOCATIONAL SCHOOL DISTRICT

Year
1 & 2

SALARY SCHEDULE FOR CERTIFIED EMPLOYEES
2012 - 2014

0%
12-14 BASE \$37,539

STEP	BA		BA + 1		MASTERS	
		Or Equivalent		Or Equivalent		Or Equivalent
0	1.000	\$37,539	1.040	\$39,041	1.090	\$40,918
1	1.048	\$39,341	1.091	\$40,955	1.143	\$42,907
2	1.097	\$41,180	1.141	\$42,832	1.195	\$44,859
3	1.145	\$42,982	1.192	\$44,746	1.248	\$46,849
4	1.194	\$44,822	1.242	\$46,623	1.301	\$48,838
5	1.242	\$46,623	1.293	\$48,538	1.353	\$50,790
6	1.291	\$48,463	1.343	\$50,415	1.406	\$52,780
7	1.339	\$50,265	1.394	\$52,329	1.459	\$54,769
8	1.388	\$52,104	1.444	\$54,206	1.512	\$56,759
9	1.436	\$53,906	1.495	\$56,121	1.564	\$58,711
10	1.485	\$55,745	1.545	\$57,998	1.617	\$60,701
11	1.533	\$57,547	1.596	\$59,912	1.670	\$62,690
12	1.582	\$59,387	1.646	\$61,789	1.722	\$64,642
13	1.630	\$61,189	1.697	\$63,704	1.775	\$66,632
14	1.679	\$63,028	1.748	\$65,618	1.828	\$68,621
15	1.727	\$64,830	1.798	\$67,495	1.880	\$70,573
16	1.751	\$65,731	1.823	\$68,434	1.907	\$71,587
17	1.751	\$65,731	1.823	\$68,434	1.907	\$71,587
18	1.775	\$66,632	1.849	\$69,410	1.933	\$72,563
19	1.775	\$66,632	1.849	\$69,410	1.933	\$72,563
20	1.824	\$68,471	1.899	\$71,287	1.986	\$74,552
21	1.824	\$68,471	1.899	\$71,287	1.986	\$74,552
22	1.824	\$68,471	1.899	\$71,287	1.986	\$74,552
23	1.848	\$69,372	1.925	\$72,263	2.010	\$75,453
24	1.848	\$69,372	1.925	\$72,263	2.010	\$75,453
25	1.872	\$70,273	1.950	\$73,201	2.039	\$76,542
26	1.872	\$70,273	1.950	\$73,201	2.039	\$76,542
27	1.872	\$70,273	1.950	\$73,201	2.039	\$76,542
28	1.920	\$72,075	2.000	\$75,078	2.091	\$78,494
29	1.920	\$72,075	2.000	\$75,078	2.091	\$78,494
30	1.920	\$72,075	2.000	\$75,078	2.091	\$78,494
31	1.920	\$72,075	2.000	\$75,078	2.091	\$78,494
32	1.920	\$72,075	2.000	\$75,078	2.091	\$78,494
33	1.920	\$72,075	2.000	\$75,078	2.091	\$78,494
34	1.920	\$72,075	2.000	\$75,078	2.091	\$78,494
35	1.920	\$72,075	2.000	\$75,078	2.091	\$78,494

WARREN COUNTY VOCATIONAL SCHOOL DISTRICT

Year 3

SALARY SCHEDULE FOR CERTIFIED EMPLOYEES
2014-2015

2013-2014 plus	\$37,539
1.0%	
2014-2015 Base	\$37,914

STEP	BA		BA + 1		MASTERS	
		Or Equivalent		Or Equivalent		Or Equivalent
0	1.000	\$37,914	1.040	\$39,431	1.090	\$41,327
1	1.048	\$39,734	1.091	\$41,365	1.143	\$43,336
2	1.097	\$41,592	1.141	\$43,260	1.195	\$45,308
3	1.145	\$43,412	1.192	\$45,194	1.248	\$47,317
4	1.194	\$45,270	1.242	\$47,090	1.301	\$49,327
5	1.242	\$47,090	1.293	\$49,023	1.353	\$51,298
6	1.291	\$48,947	1.343	\$50,919	1.406	\$53,308
7	1.339	\$50,767	1.394	\$52,853	1.459	\$55,317
8	1.388	\$52,625	1.444	\$54,748	1.512	\$57,327
9	1.436	\$54,445	1.495	\$56,682	1.564	\$59,298
10	1.485	\$56,303	1.545	\$58,578	1.617	\$61,308
11	1.533	\$58,123	1.596	\$60,511	1.670	\$63,317
12	1.582	\$59,981	1.646	\$62,407	1.722	\$65,289
13	1.630	\$61,800	1.697	\$64,341	1.775	\$67,298
14	1.679	\$63,658	1.748	\$66,274	1.828	\$69,308
15	1.727	\$65,478	1.798	\$68,170	1.880	\$71,279
16	1.751	\$66,388	1.823	\$69,118	1.907	\$72,303
17	1.751	\$66,388	1.823	\$69,118	1.907	\$72,303
18	1.775	\$67,298	1.849	\$70,104	1.933	\$73,289
19	1.775	\$67,298	1.849	\$70,104	1.933	\$73,289
20	1.824	\$69,156	1.899	\$71,999	1.986	\$75,298
21	1.824	\$69,156	1.899	\$71,999	1.986	\$75,298
22	1.824	\$69,156	1.899	\$71,999	1.986	\$75,298
23	1.848	\$70,066	1.925	\$72,985	2.010	\$76,208
24	1.848	\$70,066	1.925	\$72,985	2.010	\$76,208
25	1.872	\$70,976	1.950	\$73,933	2.039	\$77,307
26	1.872	\$70,976	1.950	\$73,933	2.039	\$77,307
27	1.872	\$70,976	1.950	\$73,933	2.039	\$77,307
28	1.920	\$72,796	2.000	\$75,829	2.091	\$79,279
29	1.920	\$72,796	2.000	\$75,829	2.091	\$79,279
30	1.920	\$72,796	2.000	\$75,829	2.091	\$79,279
31	1.920	\$72,796	2.000	\$75,829	2.091	\$79,279
32	1.920	\$72,796	2.000	\$75,829	2.091	\$79,279
33	1.920	\$72,796	2.000	\$75,829	2.091	\$79,279
34	1.920	\$72,796	2.000	\$75,829	2.091	\$79,279
35	1.920	\$72,796	2.000	\$75,829	2.091	\$79,279

ARTICLE 22
FORMS/TERMS OF THE AGREEMENT

A. Forms

All forms referenced by this Master Agreement shall be on file with the human resource office.

B. Terms of Agreement

This agreement and the attachments thereto constitute all agreements that have been entered into by the parties and shall be effective at and after 12:01 a.m., July 1, 2012 and shall expire at and after 12:01 a.m., July 1, 2015.

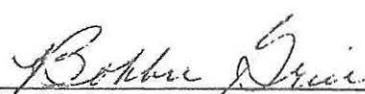
In witness whereof, the parties have executed duplicate originals of this agreement on this day of May 30, 2012.

For the Warren County Vocational School
Teachers' Association

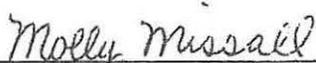


President

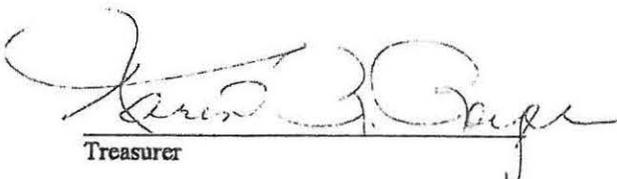
For the Warren County Vocational School
District Board of Education



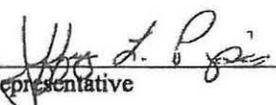
President



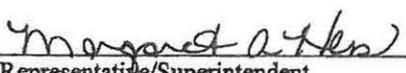
Committee Member



Treasurer



Representative



Representative/Superintendent

WARREN COUNTY CAREER CENTER GRIEVANCE PROCEDURE

Level Two

If the grievance was not resolved at Level One, submit this form to the Superintendent and a copy to the WCVSTA Grievance Committee within 10 days of the conclusion of Level One.

Date: _____

Name of Grievant: _____ Department: _____

Date Submitted to Superintendent: _____

Statement of Claimed Violation and Article Violated: _____

Superintendent's Proposed Resolution If Any: _____

Superintendent's Signature & Date

Grievant's Signature & Date

The grievant is to check one of the following:

Superintendent's Resolution: Accepted Denied

Grievant's Signature & Date

xc: Association President
Superintendent

The evaluation instruments/documents on the following pages (54-91) will be used for the 2012-2013 school year only.

See Memorandum of Understanding (page 94) regarding the “new” evaluation instrument that needs to be in place by 7/1/2013. (The evaluation instruments are to be replaced by 7/1/2013.)

Dear Staff Member:

This letter is to inform you of the observation and evaluation process to be utilized by the Warren County Vocational School District. The job description and evaluation packet will serve as the criteria to be utilized in the evaluation process. The main purposes of the evaluation package are to improve the quality of the instructional program and to maintain an accurate and objective record of each teacher's performance.

All teachers on a limited contract that is not expiring shall receive at least one (1) evaluation each year consisting of not less than two (2) thirty (30) minute observations, one of which is not less than thirty (30) consecutive minutes. Those teachers whose contracts are up for renewal shall receive two (2) evaluations during the school year. Each evaluation shall consist of not less than two (2) thirty (30) minute observations, one of which is not less than thirty (30) consecutive minutes. The observation and evaluation process dates shall be in accordance with Article VII of this Agreement. The second evaluation shall not be sooner than twenty (20) days after the results of the first evaluation have been given to the unit member. Those teachers on continuing contract shall receive one evaluation over a two year period consisting of not less than two (2) thirty (30) minute observations, one of which is not less than thirty (30) consecutive minutes. The evaluation of the teaching staff shall be in accordance with the provision of Article 7 of the Master Contract.

Evaluation is a means -- not an end in itself. It should motivate both self-improvement and assistance from the administration so that quality performance will occur.

If you have any questions or concerns, feel free to meet with your supervisor. After review, please sign, date, and return.

Teacher's Signature *

Date

Sincerely,

WCCC Administration

Attachments: Job Description
Observation Report
Evaluation Report
Performance Improvement Plan

*Your signature indicates that you have received the evaluation packet including attachments.

**WARREN COUNTY VOCATIONAL SCHOOL DISTRICT
IMPROVEMENT GOALS**

Instructor and Appraiser should list goals and job targets in the space below.

GOAL DESCRIPTION

ATTENDANCE

The target attendance for the Warren County Career Center is 98%. Those staff achieving this target will be recognized at the end of the year. In an effort to ensure proper attendance, those staff members falling below 97% (5.5 days) may be required to meet with their immediate supervisor and an association representative if requested. The purpose of this meeting is to discuss the employee's attendance record prior to reaching an attendance level below 96% (7.5 days). If an employee's attendance falls below 96% (7.5 days), the following may occur:

1. A letter will be issued to the employee confirming his/her present year's attendance with copies placed in the personnel file.
2. All additional absences will require approved documentation. Failure to provide said documentation may result in:
 - Suspension from work with loss of pay until documentation is provided
 - Failure to earn tenure when first eligible

In the event a dispute occurs over the approval of sick leave days used, the employee may use the grievance process as a means of achieving resolution.



(Appendix B-3)
Teacher Evaluation Program
 Classroom Observation Report

Name: _____

Date of observation: _____

Subject: _____

From: _____

To: _____

U – Unsatisfactory, I – Improvement Needed, P – Proficient, D – Distinguished, N – Not Observed

Written comments relating to Domain 1 follow on last page
DOMAIN 2: The Classroom Environment
<p>2a: Creating an Environment of Respect and Rapport</p> <p>_____ 1. Teacher interaction with students –</p> <p>_____ 2. Student interaction –</p> <p>Comments:</p>
<p>2b: Establishing a Culture for Learning</p> <p>_____ 1. Importance of the Content –</p> <p>_____ 2. Student Pride in Work –</p> <p>_____ 3. Expectations for Learning and Achievement –</p> <p>Comments:</p>
<p>2c: Managing Classroom Procedures</p> <p>_____ 1. Management of Instructional Groups –</p> <p>_____ 2. Management of Transitions –</p> <p>_____ 3. Management of Materials and Supplies –</p> <p>_____ 4. Performance of Non-instructional Duties –</p> <p>_____ 5. Accessibility to Learning and Use of Physical Resources –</p> <p>Comments:</p>
<p>2d: Managing Student Behavior</p> <p>_____ 1. Expectations –</p> <p>_____ 2. Monitoring of Student Behavior –</p> <p>_____ 3. Response to Student Misbehavior –</p> <p>Comments:</p>



(Appendix B-3)
Teacher Evaluation Program
 Classroom Observation Report

Name: _____

Date of observation: _____

DOMAIN 3: Instruction

3a: Communicating Clearly and Accurately

- _____ 1. Directions and Procedures –
- _____ 2. Oral and Written Language –

Comments:

3b: Using Questioning and Discussion Techniques

- _____ 1. Quality of Questions –
- _____ 2. Discussion Techniques –
- _____ 3. Student Participation –

Comments:

3c: Engaging Students in Learning

- _____ 1. Representation of Content –
- _____ 2. Activities and Assignments –
- _____ 3. Grouping of Students –
- _____ 4. Instructional Materials and Resources –
- _____ 5. Structure and Pacing –

Comments:

3d: Providing Feedback to Students

- _____ 1. Quality: Accurate, Substantive, Constructive, and Specific –
- _____ 2. Timeliness –

Comments:

3e: Demonstrating Flexibility and Responsiveness

- _____ 1. Lesson Adjustment –
- _____ 2. Response to Students –
- _____ 3. Persistence –

Comments:



(Appendix B-3)
Teacher Evaluation Program
Classroom Observation Report

Name: _____

Date of observation: _____

Observations regarding Domain 1

Observations regarding Domain 4

Administrator's Recommendation(s)

Administrator's Signature

Date

Teacher's Signature

Date

I have examined and discussed this observation with the above signed administrator.

My signature does not imply agreement with the contents of this observation

Check if additional comments are attached.



(Appendix B-4)
Teacher Evaluation Program
 Evaluation Report

Name: _____

Subject: _____

The evaluation is based on the administrator's prior classroom visitations, formal and informal, as well as their holistic and summative evaluation of the teacher's professional performance.

Wherever a "U" or "I" is given, comments describing the performance are required.

U – Unsatisfactory, I – Improvement Needed, P – Proficient, D – Distinguished, N – Not Observed

DOMAIN 1: Planning and Preparation	
	1a: Demonstrating Knowledge of Content and Pedagogy
Comments:	
	1b: Demonstrating Knowledge of Students
Comments:	
	1c: Selecting Instructional Goals
Comments:	
	1d: Demonstrating Knowledge of Resources
Comments:	
	1e: Designing Coherent Instruction
Comments:	
	1f: Assessing Student Learning
Comments:	



(Appendix B-4)
Teacher Evaluation Program
 Evaluation Report

Name: _____

Subject: _____

DOMAIN 2: The Classroom Environment	
	2a: Creating an Environment of Respect and Rapport
Comments:	
	2b: Establishing a Culture for Learning
Comments:	
	2c: Managing Classroom Procedures
Comments:	
	2d: Managing Student Behavior
Comments:	

DOMAIN 3: Instruction	
	3a: Communicating Clearly and Accurately
Comments:	
	3b: Using Questioning and Discussion Techniques
Comments:	
	3c: Engaging Students in Learning
Comments:	
	3d: Providing Feedback to Students
Comments:	
	3e: Demonstrating Flexibility and Responsiveness
Comments:	



(Appendix B-4)
Teacher Evaluation Program
 Evaluation Report

Name: _____

Subject: _____

DOMAIN 4: Professional Responsibilities	
	4a: Reflecting on Teaching
Comments:	
	4b: Maintaining Accurate Records
Comments:	
	4c: Communicating with Families
Comments:	
	4d: Contributing to the School and District
Comments:	
	4e: Growing and Developing Professionally
Comments:	
	4f: Showing Professionalism
Comments:	



(Appendix B-4)
Teacher Evaluation Program
Evaluation Report

Name: _____

Subject: _____

Summary Statement of Administrator

Administrator's Recommendation(s)

Means of Improvement (see attached if checked)

For the Final Evaluation prior to consideration of the teacher's contract, based upon the above performance summary, the teacher is:

- This is a mid-contract evaluation report and no recommendation is required at this time.
- Recommended for renewal. Not recommended for renewal.

Administrator's Signature

Date

Teacher's Signature

Date

I have examined and discussed this evaluation with the above-signed administrator.
My signature does not imply agreement with the contents of this evaluation.
 Check if additional comments are attached.

**Warren County Career Center
Teacher Evaluation Program**

(Appendix B-4)

<p align="center">DOMAIN 1: Planning and Preparation Component 1a: Demonstrating Knowledge of Content and Pedagogy Elements: Knowledge of content Knowledge of prerequisite relationships Knowledge of content-related pedagogy</p>				
<p align="center">LEVEL OF PERFORMANCE</p>				
ELEMENT	UNSATISFACTORY	IMPROVEMENT NEEDED	PROFICIENT	DISTINGUISHED
Knowledge of Content	Teacher makes content errors or does not correct content errors students make.	Teacher displays basic content knowledge but cannot articulate connections with other parts of the discipline or with other disciplines.	Teacher displays solid content knowledge and makes connections between the content and other parts of the discipline and other disciplines.	Teacher displays extensive content knowledge, with evidence of continuing pursuit of such knowledge.
Knowledge of Prerequisite Relationships	Teacher displays little understanding of prerequisite knowledge important for student learning of the content.	Teacher indicates some awareness of prerequisite learning, although such knowledge may be incomplete.	Teacher's plans and practices reflect understanding of prerequisite relationships among standards topics and concepts.	Teacher actively builds on knowledge of prerequisite relationships when describing instruction or seeking causes for student misunderstanding.
Knowledge of Content-Related Pedagogy	Teacher displays little understanding of pedagogical issues involved in student learning of the content.	Teacher displays basic pedagogical knowledge but does not anticipate student misconceptions.	Pedagogical practices reflect current research on best pedagogical practice within the discipline but without anticipating student misconceptions.	Teacher displays continuing search for best practice and anticipates student misconceptions.

**Warren County Career Center
Teacher Evaluation Program**

(Appendix B-4)

<p align="center">DOMAIN 1: Planning and Preparation Component 1b: Demonstrating Knowledge of Students Elements: Knowledge of characteristics of age group (intellectual, physical, social, and emotional) Knowledge of students' varied approaches to learning Knowledge of students' skills and knowledge Knowledge of students' interests and cultural heritage</p>				
<p align="center">LEVEL OF PERFORMANCE</p>				
ELEMENT	UNSATISFACTORY	IMPROVEMENT NEEDED	PROFICIENT	DISTINGUISHED
Knowledge of Characteristics of Age Group	Teacher displays minimal knowledge of developmental characteristics of age group.	Teacher displays generally accurate knowledge of developmental characteristics of age group.	Teacher displays thorough understanding of typical developmental characteristics of age group as well as exceptions to general patterns.	Teacher displays knowledge of typical developmental characteristics of age group, exceptions to the patterns, and the extent to which each student follows patterns.
Knowledge of Students' Varied Approaches to Learning	Teacher is unfamiliar with the different approaches to learning that student's exhibit, such as learning styles, modalities, and different "intelligences."	Teacher displays general understanding of the different approaches to learning that student's exhibit.	Teacher displays solid understanding of the different approaches to learning that different student's exhibit.	Teacher uses, where appropriate, knowledge of students' varied approaches to learning in instructional planning.
Knowledge of Students' Skills and Knowledge	Teacher displays little knowledge of students' skills and knowledge and does not indicate that such knowledge is valuable.	Teacher recognizes the value of understanding students' skills and knowledge but displays this knowledge for the class only as a whole.	Teacher displays knowledge of students' skills and knowledge for groups of students and recognizes the value of this knowledge.	Teacher displays knowledge of students' skills and knowledge for each student, including those with special needs.
Knowledge of Students' Interests and Cultural Heritage	Teacher displays little knowledge of students' interests or cultural heritage and does not indicate that such knowledge is valuable.	Teacher recognizes the value of understanding students' interests or cultural heritage but displays this knowledge for the class only as a whole.	Teacher displays knowledge of the interests or cultural heritage of groups of students and recognizes the value of this knowledge.	Teacher displays knowledge of the interests or cultural heritage of each student.

**Warren County Career Center
Teacher Evaluation Program**

(Appendix B-4)

<p align="center">DOMAIN 1: Planning and Preparation Component 1c: Selecting Instructional Goals Elements: VALUE: Goals represent high expectations for students; goals reflect and demonstrate an understanding of subject matter CLARITY: Goals are clearly stated as student learning and permit sound assessment. SUITABILITY FOR DIVERSE STUDENTS. Goals reflect needs of all students in a class. BALANCE: Goals represent opportunities for different types of learning- for example, thinking as well as facts-and coordination or integration within or across disciplines.</p>				
<p align="center">LEVEL OF PERFORMANCE</p>				
<p align="center">ELEMENT</p>	<p align="center">UNSATISFACTORY</p>	<p align="center">IMPROVEMENT NEEDED</p>	<p align="center">PROFICIENT</p>	<p align="center">DISTINGUISHED</p>
<p>Value</p>	<p>Goals are not valuable and represent low expectations or no conceptual understanding for students. Goals do not reflect important learning.</p>	<p>Goals are moderately valuable in either their expectations or conceptual understanding for students and in importance of learning.</p>	<p>Goals are valuable in their level of expectations, conceptual understanding, and importance of learning.</p>	<p>Not only are the goals valuable, but the teacher can also clearly articulate how goals establish high expectations and relate to the course of study and academic content standards.</p>
<p>Clarity</p>	<p>Goals are either not clear or are stated as student activities. Goals do not permit viable methods of assessment.</p>	<p>Goals are only moderately clear or include a combination of goals and activities. Some goals do not permit viable methods of assessment.</p>	<p>Most of the goals are clear but may include a few activities. Most permit viable methods of assessment.</p>	<p>All the goals are clear, written in the form of student learning, and permit viable methods of assessment.</p>
<p>Suitability for Diverse Students</p>	<p>Goals are not suitable for the class.</p>	<p>Most of the goals are suitable for most students in the class.</p>	<p>All the goals are suitable for most students in the class.</p>	<p>Goals take into account the varying learning needs of individual students or groups.</p>
<p>Balance</p>	<p>Goals reflect only one type of learning and one discipline or strand.</p>	<p>Goals reflect several types of learning but no effort at coordination or integration.</p>	<p>Goals reflect several different types of learning and opportunities for integration.</p>	<p>Goals reflect student initiative in establishing important learning.</p>

**Warren County Career Center
Teacher Evaluation Program**

(Appendix B-4)

<p align="center">DOMAIN 1: Planning and Preparation Component 1d: Demonstrating Knowledge of Resources Elements: Resources for teaching (e.g. time, space, people, information, technology) Resources for students</p>				
<p align="center">LEVEL OF PERFORMANCE</p>				
ELEMENT	UNSATISFACTORY	IMPROVEMENT NEEDED	PROFICIENT	DISTINGUISHED
Resources for Teaching	Teacher is unaware of resources available through the school or district.	Teacher displays limited awareness of resources available through the school or district.	Teacher is fully aware of resources available through the school or district.	In addition to being aware of school and district resources, teacher actively seeks other materials to enhance instruction, for example, from professional organizations or through the community.
Resources for Students	Teacher is unaware of resources available to assist students who need them.	Teacher displays limited awareness of resources available through the school or district.	Teacher is fully aware of resources available through the school or district and knows how to gain access for students.	In addition to being aware of school and district resources, teacher is aware of additional resources available through the community.

**Warren County Career Center
Teacher Evaluation Program**

(Appendix B-4)

DOMAIN 1: Planning and Preparation Component 1e: Designing Coherent Instruction Elements: Learning activities Instructional materials and resources Instructional groups Lesson and unit structure				
LEVEL OF PERFORMANCE				
ELEMENT	UNSATISFACTORY	IMPROVEMENT NEEDED	PROFICIENT	DISTINGUISHED
Learning Activities	Learning activities are not suitable to students or instructional goals. They do not follow an organized progression and do not reflect recent professional research.	Only some of the learning activities are suitable to students or instructional goals. Progression of activities in the unit is uneven, and only some activities reflect recent professional research.	Most of the learning goals are suitable to students and instructional goals. Progression of activities in the unit is fairly even, and most activities reflect recent professional research.	Learning activities are highly relevant to students and instructional goals. They progress coherently, producing a unified whole and reflecting recent professional research.
Instructional Materials and Resources	Materials and resources do not support the standards based instructional goals or engage students in meaningful learning.	Some of the materials and resources support the instructional goals, and some engage students in meaningful learning.	All materials and resources support the instructional goals, and most engage students in meaningful learning.	All materials and resources support the instructional goals and most engage students in meaningful learning. There is evidence of student participation in selecting or adapting materials.
Instructional Groups	Instructional groups do not support the instructional goals and offer no variety.	Instructional groups are inconsistent in suitability to the instructional goals and offer minimal variety.	Instructional groups are varied, as appropriate to the different instructional goals.	Instructional groups are varied, as appropriate to the different instructional goals. There is evidence of student choice in selecting different patterns of instructional groups.
Lesson and Unit Structure	The lesson or unit has no clearly defined structure, or the structure is chaotic. Time allocations are unrealistic.	The lesson or unit has a recognizable structure, although the structure is not uniformly maintained throughout. Most time allocations are reasonable.	The lesson or unit has a clearly defined structure that activities are organized around. Time allocations are reasonable.	The lesson's or unit's structure is clear and allows for different pathways according to student needs.

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Teacher Evaluation Program**

(Appendix B-4)

<p align="center">DOMAIN 1: Planning and Preparation Component 1f: Assessing Student Learning Elements: Congruence with instructional goals Criteria and standards Use for planning</p>				
<p align="center">LEVEL OF PERFORMANCE</p>				
ELEMENT	UNSATISFACTORY	IMPROVEMENT NEEDED	PROFICIENT	DISTINGUISHED
Congruence with Instructional Goals	Content and methods of assessment lack congruence with instructional goals.	Some of the instructional goals are assessed through the proposed approach, but many are not.	All the instructional goals are nominally assessed through the proposed plan, but the approach is more suitable to some goals than to others.	The proposed approach to assessment (e.g. for more complex instructional goals a scoring system, or a rubric for evaluating student work is developed) is completely congruent with the instructional goals, both in content and process.
Criteria and Standards	The proposed approach contains no clear criteria or standards.	Assessment criteria and standards have been developed, but they are either not clear or have not been clearly communicated to students.	Assessment criteria and standards are clear and have been clearly communicated to students.	Assessment criteria and standards are clear and have been clearly communicated to students. There is evidence that students contributed to the development of the criteria and standards. (e.g. This might be accomplished by sharing a 'model' project or paper and having students identify the elements that should be used in assessing their own work.)
Use for Planning	The assessment results affect planning for these students only minimally.	Teacher uses assessment results to plan for the class as a whole.	Teacher uses assessment results to plan for individuals and groups of students.	Students are aware of how they are meeting the established standards and participate in planning the next steps. (e.g. students actively participate in writing conferences and use the feedback in their own writing.)

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Teacher Evaluation Program**

(Appendix B-4)

<p align="center">DOMAIN 2: The Classroom Environment Component 2a: Creating an Environment of Respect and Rapport Elements: Teacher interaction with students Student interaction</p>				
<p align="center">LEVEL OF PERFORMANCE</p>				
ELEMENT	UNSATISFACTORY	IMPROVEMENT NEEDED	PROFICIENT	DISTINGUISHED
Teacher interaction with students	Teacher interaction with at least some students is negative, demeaning, sarcastic, or inappropriate to the age or culture of the students. Students exhibit disrespect for teacher.	Teacher-student interactions are generally appropriate but may reflect occasional inconsistencies, favoritism, or disregard for students' cultures. Students exhibit only minimal respect for teacher.	Teacher-student interactions are friendly and demonstrate general warmth, caring, and respect. Such interactions are appropriate to developmental and cultural norms. Students exhibit respect for teacher.	Teacher demonstrates genuine caring and respect for individual students. Students exhibit respect for teacher as an individual, beyond that for the role.
Student interaction	Student interactions are characterized by conflict, sarcasm, or put-downs.	Students do not demonstrate negative behavior toward one another.	Student interactions are generally polite and respectful.	Students demonstrate genuine caring for one another as individuals and as students.

**Warren County Career Center
Teacher Evaluation Program**

(Appendix B-4)

<p align="center">DOMAIN 2: The Classroom Environment Component 2b: Establishing a Culture for Learning Elements: Importance of the Content Student Pride in Work Expectations for Learning and Achievement</p>				
<p align="center">LEVEL OF PERFORMANCE</p>				
ELEMENT	UNSATISFACTORY	IMPROVEMENT NEEDED	PROFICIENT	DISTINGUISHED
Importance of the Content	Teacher or students convey a negative attitude toward the content, suggesting that the content is not important or is mandated by others.	Teacher communicates importance of the work but with little conviction and only minimal apparent buy-in by the students.	Teacher conveys genuine enthusiasm for the subject, and students demonstrate consistent commitment to its value.	Students demonstrate through their active participation, curiosity, and attention to detail that they value the content's importance.
Student Pride in Work	Students demonstrate little or no pride in their work. They seem to be motivated by the desire to complete a task rather than do high-quality work.	Students minimally accept the responsibility to "do good work" but invest little of their energy in the quality of the work.	Students accept teacher insistence on work of high quality and demonstrate pride in that work.	Students take obvious pride in their work and initiate improvements in it, for example, by revising drafts on their own initiative, helping peers, and ensuring that high-quality work is displayed.
Expectations for Learning and Achievement	Instructional goals and activities, interactions, and the classroom environment convey only modest expectations for student achievement.	Instructional goals and activities, interactions, and the classroom environment convey inconsistent expectations for student achievement.	Instructional goals and activities, interactions, and the classroom environment convey high expectations for student achievement.	Both students and teacher establish and maintain through planning of learning activities, interactions, and the classroom environment high expectations for student achievement.

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Teacher Evaluation Program**

(Appendix B-4)

<p align="center">DOMAIN 2: The Classroom Environment Component 2c: Managing Classroom Procedures Elements: Management of Instructional Groups Management of Transitions Management of Materials and Supplies Performance of Non-instructional Duties Accessibility to Learning and Use of Physical Resources</p>				
<p align="center">LEVEL OF PERFORMANCE</p>				
ELEMENT	UNSATISFACTORY	IMPROVEMENT NEEDED	PROFICIENT	DISTINGUISHED
Management of Instructional Groups	Students not working with the teacher are not productively engaged in learning.	Tasks for group work are partially organized, resulting in some off-task behavior when teacher is involved with one group.	Tasks for group work are organized, and groups are managed to maximize student engagement.	Groups, working independently, are engaged in the task, with students assuming responsibility for the productivity of their team.
Management of Transitions	Much time is lost during transitions.	Transitions are sporadically efficient, resulting in some loss of instructional time.	Transitions occur smoothly, with little loss of instructional time.	Transitions are seamless, with students assuming some responsibility for efficient operation.
Management of Materials and Supplies	Materials are handled inefficiently, resulting in loss of instructional time.	Routines for handling materials and supplies function moderately well.	Routines for handling materials and supplies occur smoothly, with little loss of instructional time.	Routines for handling materials and supplies are seamless, with students assuming some responsibility for efficient operation.
Performance of Non-instructional Duties	Systems for performing non-instructional duties are not in place and result in considerable loss of instructional time.	Systems for performing non-instructional duties are in place, resulting in some loss of instructional time.	Efficient systems for performing non-instructional duties are in place, resulting in little loss of instructional time.	Systems for performing non-instructional duties are well established, with students assuming considerable responsibility for efficient operation.
Accessibility to Learning and Use of Physical Resources	Teacher uses physical resources poorly, or learning is not accessible to some students.	Teacher uses physical resources adequately, and at least essential learning is accessible to all students.	Teacher uses physical resources skillfully, and all learning is equally accessible to all students.	Both teacher and students use physical resources optimally, and students ensure that all learning is equally accessible to all students.

**Warren County Career Center
Teacher Evaluation Program**

(Appendix B-4)

<p align="center">DOMAIN 2: The Classroom Environment Component 2d: Managing Student Behavior Elements: Expectations Monitoring of Student Behavior Response to Student Misbehavior</p>				
<p align="center">LEVEL OF PERFORMANCE</p>				
ELEMENT	UNSATISFACTORY	IMPROVEMENT NEEDED	PROFICIENT	DISTINGUISHED
Expectations	No standards of conduct appear to have been established, or students are confused as to what the standards are.	Standards of conduct appear to have been established for most situations, and most students seem to understand them.	Standards of conduct are clear to all students.	Standards of conduct are clear to all students and appear to have been developed with student participation.
Monitoring of Student Behavior	Student behavior is not monitored, and teacher is unaware of what students are doing.	Teacher is generally aware of student behavior but may miss the activities of some students.	Teacher is alert to and consistently corrects student behavior.	Monitoring by teacher is subtle and preventive. Students monitor their own and their peers' behavior.
Response to Student Misbehavior	Teacher does not respond to misbehavior, or the response is inconsistent, overly repressive, or does not respect the student's dignity.	Teacher attempts to respond to student misbehavior but with uneven results, or no serious disruptive behavior occurs.	Teacher response to misbehavior is appropriate and successful and respects the student's dignity, or student behavior is generally appropriate.	Teacher response to misbehavior is highly effective and sensitive to students' individual needs, or student behavior is entirely appropriate.

**Warren County Career Center
Teacher Evaluation Program**

(Appendix B-4)

<p align="center">DOMAIN 3: Instruction Component 3a: Communicating Clearly and Accurately Elements: Directions and procedures Oral and written language</p>				
<p align="center">LEVEL OF PERFORMANCE</p>				
ELEMENT	UNSATISFACTORY	IMPROVEMENT NEEDED	PROFICIENT	DISTINGUISHED
Directions and Procedures	Teacher directions and procedures are confusing to students.	Teacher directions and procedures are clarified after initial student confusion or are excessively detailed.	Teacher directions and procedures are clear to students and contain an appropriate level of detail.	Teacher directions and procedures are clear to students and anticipate possible student misunderstanding.
Oral and Written Language	Teacher's spoken language is inaudible, or written language is illegible. Spoken or written language may contain many grammar and syntax errors. Vocabulary may be inappropriate, vague, or used incorrectly, leaving students confused.	Teacher's spoken language is audible, and written language is legible Both are used correctly. Vocabulary is correct but limited or is not appropriate to students' ages or backgrounds.	Teacher's spoken and written language is clear and correct. Vocabulary is appropriate to students' age and interests.	Teacher's spoken and written language is correct and expressive, with well-chosen vocabulary that enriches the lesson.

**Warren County Career Center
Teacher Evaluation Program**

(Appendix B-4)

<p align="center">DOMAIN 3: Instruction Component 3b: Using Questioning and Discussion Techniques Elements: Quality of questions Discussion techniques Student participation</p>				
<p align="center">LEVEL OF PERFORMANCE</p>				
ELEMENT	UNSATISFACTORY	IMPROVEMENT NEEDED	PROFICIENT	DISTINGUISHED
Quality of Questions	Teacher's questions are virtually all of poor quality. They generally require students to recall facts and terms.	Teacher's questions are generally at the knowledge and comprehension levels of Bloom's taxonomy. Only some questions encourage students to infer, synthesize, or evaluate the information contained in the lesson or unit.	Teacher's questions require students to infer, synthesize, or evaluate the information contained in the lesson or unit. Adequate time is available for students to respond.	Teacher's questions require students to infer, synthesize, or evaluate the information contained in the lesson or unit, with adequate time for students to respond. Students formulate many questions.
Discussion Techniques	Interaction between teacher and students is predominantly recitation style, with teacher mediating all questions and answers.	Teacher makes some attempt to engage students in a true discussion, with uneven results.	Classroom interaction represents true discussion, with teacher stepping, when appropriate, to the side.	Students assume considerable responsibility for the success of the discussion, initiating topics and making unsolicited contributions.
Student Participation	Only a few students participate in the discussion.	Some students participate in the discussion.	Most students participate in the discussion.	All students participate in the discussion.

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Teacher Evaluation Program**

(Appendix B-4)

<p align="center">DOMAIN 3: Instruction Component 3c: Engaging Students in Learning Elements: Representation of content Activities and assignments Grouping of students Instructional materials and resources Structure and pacing</p>				
<p align="center">LEVEL OF PERFORMANCE</p>				
ELEMENT	UNSATISFACTORY	IMPROVEMENT NEEDED	PROFICIENT	DISTINGUISHED
Representation of Content	Representation of content is inappropriate and unclear or uses poor examples and analogies.	Representation of content is inconsistent in quality. Some is done skillfully, with good examples; other portions are difficult to follow.	Representation of content is appropriate and links well with students' knowledge and experience.	Representation of content is appropriate and links well with students' knowledge and experience. Students may contribute to representation of content.
Activities and Assignments	Activities and assignments are inappropriate for students in terms of their age or backgrounds. Students are not engaged mentally.	Some activities and assignments are appropriate to students and engage them mentally, but others do not.	Most activities and assignments are appropriate to students. Almost all students are cognitively engaged in them.	All students are cognitively engaged in the activities and assignments in their exploration of content. Students may initiate or adapt activities and projects to enhance understanding.
Grouping of Students	Instructional groups are inappropriate to the students or to the instructional goals.	Instructional groups are only partially appropriate to the students or only moderately successful in advancing the instructional goals of a lesson.	Instructional groups are productive and fully appropriate to the students or to the instructional goals of a lesson.	Instructional groups are productive and fully appropriate to the instructional goals of a lesson. Students may take the initiative to influence instructional groups to advance their understanding.
Instructional Materials and Resources	Instructional materials and resources are unsuitable to the instructional goals or do not engage students mentally.	Instructional materials and resources are partially suitable to the instructional goals, or students' level of mental engagement is moderate.	Instructional materials and resources are suitable to the instructional goals and engage students mentally.	Instructional materials and resources are suitable to the instructional goals and engage students mentally. Students may initiate the choice adaptation, or creation of materials to enhance their own purposes.
Structure and Pacing	The lesson has no clearly defined structure, or the pacing of the lesson is too slow or rushed, or both.	The lesson has a recognizable structure, although it is not uniformly maintained throughout the lesson. Pacing of the lesson is inconsistent.	The lesson has a clearly defined structure around which the activities are organized. Pacing of the lesson is consistent.	The lesson's structure is highly coherent, allowing for reflection and closure as appropriate. Pacing of the lesson is appropriate for all students.

**Warren County Career Center
Teacher Evaluation Program**

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DOMAIN 3: Instruction Component 3d: Providing Feedback to Students Elements: Quality: accurate, substantive, constructive, and specific Timeliness				
LEVEL OF PERFORMANCE				
ELEMENT	UNSATISFACTORY	IMPROVEMENT NEEDED	PROFICIENT	DISTINGUISHED
Quality: Accurate, Substantive, Constructive, and Specific	Feedback is either not provided or is of uniformly poor quality.	Feedback is inconsistent in quality. Some elements of high quality are present; others are not.	Feedback is consistently high quality.	Feedback is consistently high quality. Provision is made for students to use feedback in their learning.
Timeliness	Feedback is not provided in a timely manner.	Timeliness of feedback is inconsistent.	Feedback is consistently provided in a timely manner.	Feedback is consistently provided in a timely manner. Students make prompt use of the feedback in their learning.

As stated on page 100 of *Enhancing Professional Practice: A Framework for Teaching*, "... comments such as 'very good' do not qualify as feedback, nor do comments to an entire class about the weaknesses of a few students." Robert Marzano in *Classroom Instruction that Works* provides data from various research studies that found the best type of feedback is corrective in nature. He states, "This means that it provides students with an explanation of what they are doing that is correct and what they are doing that is not correct." Marzano goes on to state that "simply telling students that their answer is right or wrong has a negative effect on achievement....the best feedback appears to involve an explanation as to what is accurate and what is inaccurate in terms of student responses." He goes on to say that "when possible, teachers should try to focus their feedback on specific types of knowledge and skill."

**Warren County Career Center
Teacher Evaluation Program**

(Appendix B-4)

<p align="center">DOMAIN 3: Instruction Component 3e: Demonstrating Flexibility and Responsiveness Elements: Lesson adjustment Response to students Persistence</p>				
<p align="center">LEVEL OF PERFORMANCE</p>				
ELEMENT	UNSATISFACTORY	IMPROVEMENT NEEDED	PROFICIENT	DISTINGUISHED
Lesson Adjustment	Teacher adheres rigidly to an instructional plan, even when a change will clearly improve a lesson.	Teacher attempts to adjust a lesson, with mixed results.	Teacher makes a minor adjustment in the lesson, and the adjustment occurs smoothly. The majority of students are able to demonstrate proficiency in terms of meeting the instructional goal(s).	Teacher successfully makes adjustments in the lesson. The changes are based on the individual needs of students and allow all of the students to demonstrate mastery of the lesson's goals.
Response to Students	Teacher ignores or brushes aside students' questions or interests.	Teacher attempts to accommodate students' questions or interests. The effects on the coherence of a lesson are uneven.	Teacher successfully accommodates students' questions or interests. The accommodations enhance students' mastery of the learning goals.	Teacher successfully accommodates questions that will enhance students' mastery of the learning goals and skillfully redirects misguided questions. Teacher uses students' questions as an assessment tool to enhance the lesson's coherence.
Persistence	When a student has difficulty learning, the teacher either gives up or blames the student or the environment for the student's lack of success.	Teacher accepts responsibility for the success of all students but has only a limited repertoire of instructional strategies to use.	Teacher persists in seeking approaches for students who have difficulty learning, possessing a moderate repertoire of strategies.	Teacher persists in seeking effective approaches for students who need help, using an extensive repertoire of strategies and soliciting additional resources from the school.

**Warren County Career Center
Teacher Evaluation Program**

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DOMAIN 4: Professional Responsibilities Component 4a: Reflecting on Teaching Elements: Accuracy Use in future teaching				
LEVEL OF PERFORMANCE				
ELEMENT	UNSATISFACTORY	IMPROVEMENT NEEDED	PROFICIENT	DISTINGUISHED
Accuracy	Teacher does not know if a lesson was effective or achieved its goals, or profoundly misjudges the success of a lesson.	Teacher has a generally accurate impression of a lesson's effectiveness and the extent to which instructional goals were met.	Teacher makes an accurate assessment of a lesson's effectiveness and the extent to which it achieved its goals and can cite general references to support the judgment.	Teacher makes a thoughtful and accurate assessment of a lesson's effectiveness and the extent to which it achieved its goals, citing many specific examples from the lesson and weighing the relative strength of each.
Use in Future Teaching	Teacher has no suggestions for how a lesson may be improved another time.	Teacher makes general suggestions about how a lesson may be improved.	Teacher makes a few specific suggestions of what s/he may try another time.	Drawing on an extensive repertoire of skills, the teacher offers specific alternative actions, complete with probable successes of different approaches.

**Warren County Career Center
Teacher Evaluation Program**

(Appendix B-4)

DOMAIN 4: Professional Responsibilities Component 4b: Maintaining Accurate Records Elements: Student completion of assignments Student progress in learning Non-instructional records				
LEVEL OF PERFORMANCE				
ELEMENT	UNSATISFACTORY	IMPROVEMENT NEEDED	PROFICIENT	DISTINGUISHED
Student Completion of Assignments	Teacher's system for maintaining information on student completion of assignments is in disarray.	Teacher's system for maintaining information on student completion of assignments is rudimentary and only partially effective.	Teacher's system for maintaining information on student completion of assignments is fully effective.	Teacher's system for maintaining information on student completion of assignments is fully effective. Students participate in the maintenance of records.
Student Progress in Learning	Teacher has no system for maintaining information on student progress in learning, or the system is in disarray.	Teacher's system for maintaining information on student progress in learning is rudimentary and partially effective.	Teacher's system for maintaining information on student progress in learning is effective.	Teacher's system for maintaining information on student progress in learning is fully effective. Students contribute information and interpretation of the records.
Non-instructional Records	Teacher's records for non- instructional activities are in disarray, resulting in errors and confusion.	Teacher's records for non- instructional activities are adequate, but they require frequent monitoring to avoid error.	Teacher's system for maintaining information on non- instructional activities is fully effective.	Teacher's system for maintaining information on non- instructional activities is highly effective, and students contribute to its maintenance.

**Warren County Career Center
Teacher Evaluation Program**

(Appendix B-4)

<p align="center">DOMAIN 4: Professional Responsibilities Component 4c: Communicating with Families Elements: Information about the instructional program Information about individual students Engagement of families in the instructional program</p>				
<p align="center">LEVEL OF PERFORMANCE</p>				
ELEMENT	UNSATISFACTORY	IMPROVEMENT NEEDED	PROFICIENT	DISTINGUISHED
Information About the Instructional Program	Teacher provides little information about the instructional program to families and does no recruitment for the school or their related program.	Teacher participates in the school's activities for parent communication and recruitment but offers little additional information.	Teacher provides frequent information to parents about the instructional program and has developed recruitment tools and activities for the school or their related program.	Teacher provides frequent information to parents, about the instructional program and regularly utilizes students in preparing promotional materials and activities for recruitment during various recruitment opportunities.
Information About Individual Students	Teacher provides minimal information to parents and does not respond or responds insensitively to parent concerns about students.	Teacher adheres to the school's required procedures for communicating to parents. Responses to parent concerns are minimal.	Teacher communicates with parents about students' progress on a regular basis and is available as needed to respond to parent concerns.	Teacher provides information to parents frequently on both positive and negative aspects of student progress. Response to parent concerns is handled with great sensitivity.
Engagement of Families in the Instructional Program	Teacher makes no attempt to engage families in the instructional program, or such attempts are inappropriate.	Teacher makes modest and inconsistently successful attempts to engage families in the instructional program.	Teacher's efforts to engage families in the instructional program are frequent and successful.	Teacher's efforts to engage families in the instructional program are frequent and successful. Students contribute ideas for projects that will be enhanced by family participation.

**Warren County Career Center
Teacher Evaluation Program**

(Appendix B-4)

<p align="center">DOMAIN 4: Professional Responsibilities Component 4d: Contributing to the School and District Elements: Relationships with colleagues Service to the school Participation in school and district projects Attendance</p>				
<p align="center">LEVEL OF PERFORMANCE</p>				
ELEMENT	UNSATISFACTORY	IMPROVEMENT NEEDED	PROFICIENT	DISTINGUISHED
Relationships with Colleagues and Administration	Teacher's relationships with colleagues are negative or self-serving.	Teacher maintains cordial relationships with colleagues to fulfill the duties that the school or district require.	Support and cooperation characterize relationships with colleagues.	Support and cooperation characterize relationships with colleagues. Teacher takes initiative in assuming leadership among the faculty.
Service to the School	Teacher avoids becoming involved in school events including Career Technical Student Organizations (CTSO).	Teacher participates in school events when specifically asked including CTSO.	Teacher volunteers to participate in school events, making a substantial contribution and encourages students to be involved in CTSO competitions.	Teacher assumes leadership roles on school committees and leads their students in CTSO competitions and leadership training.
Participation in Ongoing District-Improvement Actives	Teacher avoids becoming involved in school and district projects and/or does not participate with assigned Advisory Committee.	Teacher participates in school and district projects when specifically asked and attends the regularly scheduled Advisory Committee meetings.	Teacher volunteers to participate in school and district projects, making a substantial contribution. Teacher uses Advisory Committee to enhance learning in their classroom.	Teacher volunteers to participate in school and district projects, making a substantial contribution, and assumes a leadership role in a major school or district project including active involvement with their assigned Advisory Committee.
Attendance	Teacher has poor attendance.	Teacher has frequent absences and/or tardies.	Teacher has 98% or better attendance.	Teacher has 100% attendance.

**Warren County Career Center
Teacher Evaluation Program**

(Appendix B-4)

<p align="center">DOMAIN 4: Professional Responsibilities Component 4e: Growing and Developing Professionally Elements: Enhancement of content knowledge and pedagogical skill Service to the profession</p>				
<p align="center">LEVEL OF PERFORMANCE</p>				
ELEMENT	UNSATISFACTORY	IMPROVEMENT NEEDED	PROFICIENT	DISTINGUISHED
Enhancement of content knowledge and pedagogical skill	Teacher engages in little or no professional activities to enhance knowledge or skill.	Teacher participates in required professional activities.	Teacher seeks out opportunities for professional development to enhance content knowledge and pedagogical skill.	Teacher seeks out opportunities for professional development and makes a systematic attempt to conduct action research in his/her classroom. (e.g. conducting research on a topic such as the effectiveness of various spelling strategies, development of lifelong fitness skills, or the effectiveness of various approaches to reading on performance and attitude.)
Service to the profession	Teacher makes little or no effort to share knowledge with others or to assume professional responsibilities.	Teacher contributes to the profession as required.	Teacher participates actively in assisting other educators.	Teacher initiates important activities to contribute to the profession, such as mentoring new teachers, writing articles for publication, and making presentations.

Action research is described by Richard Sagor in his book *Guiding School Improvement with Action Research*. He details a process to undertake action research in the classroom. "These seven steps, which become an endless cycle for the inquiring teacher, are the following: 1. Selecting a focus, 2. Clarifying theories, 3. Identifying research questions, 4. Collecting data, 5. Analyzing data, 6. Reporting results, 7. Taking informed action."

**DOMAIN 4: Professional Responsibilities
Component 4f: Showing Professionalism**

Elements:
Service to students
Advocacy
Decision making

LEVEL OF PERFORMANCE

ELEMENT	UNSATISFACTORY	IMPROVEMENT NEEDED	PROFICIENT	DISTINGUISHED
Service to Students	Teacher is not alert to students' needs and makes no attempt to connect with the student's family in an effort improve student attendance, retention and performance.	Teacher's attempts to serve students are inconsistent in improving student attendance, retention and performance.	Teacher is helpful, sensitive, and consistent in connecting with families in an effort to improve student attendance, retention and performance.	Teacher is highly proactive in serving students, seeking out resources when necessary, and making every effort to engage students and their families in an effort to improve student attendance, retention and performance.
Advocacy	Teacher contributes to school practices that result in some students being ill served by the school.	Teacher does not knowingly contribute to some students being ill served by the school.	Teacher works within the context of a particular team or department to ensure that all students receive a fair opportunity to succeed.	Teacher makes a particular effort to challenge negative attitudes and helps ensure that all students, particularly those traditionally underserved are honored in the school.
Decision Making	Teacher makes decisions based on self-serving interests	Teacher's decisions are based on limited though genuinely professional considerations.	Teacher maintains an open mind and participates in team or departmental decision making.	Teacher takes a leadership role in team or departmental decision making and helps ensure that such decisions are based on the highest professional standards.

WARREN COUNTY VOCATIONAL SCHOOL DISTRICT
FORM EP-1 --- OBSERVATION REPORT
CERTIFIED/LICENSED STAFF IN NON-TEACHING ASSIGNMENTS

____ Lab
____ Related
____ Academic
____ Other

Staff Member: _____ Title: _____

Date: _____ Time Observation Started: _____ Ended: _____

Period: _____ Teacher's Initials _____

Planning and Objectives:

Activities:

Interaction:

Techniques and Communication Skills:

Management/Organizational Techniques:

General Comments:

Observer's Signature

Date

The above observation points have been reviewed with me.

Teacher's signature

Date

WARREN COUNTY VOCATIONAL SCHOOL DISTRICT

FORM EP-3

**EVALUATION OF PERFORMANCE
CERTIFIED/LICENSED STAFF IN NON-TEACHING ASSIGNMENTS**

Staff Member: _____

Date: _____

Evaluator: _____

Date: _____

The following categories act as a guideline to successfully meet your responsibilities as a staff member working in a position with non-teaching duties. Ratings and comments made by the evaluator will be used, with other data, as a basis for recommendation for employment and improvement. Comments should reflect those areas where the staff member excels and those areas, which need improvement. The rating system below will be used as the standard for performance appraisal. The staff member is encouraged to add any comments.

1 = Excellent

3 = Unacceptable

2 = Acceptable

4 = Not Applicable

1. Professional Attitude:

___ a. Cooperative attitude

___ b. Accepts responsibility for good attendance, punctuality and assigned duties.

___ c. Observes district policies and procedures

___ d. Shows loyalty to the school district

___ e. Establishes effective rapport with administration, staff, students and parents.

___ f. Encourages enthusiasm for using guidance services

___ g. Shows evidence of concern for individual student's welfare

___ h. Uses time efficiently and effectively

Evaluator's Comments:

Staff Member's Comments:

2. Professional Preparation:

- a. Demonstrates daily preparedness for responsibility to fulfill job description and/or performance targets.
- b. Is involved in professional growth through workshops, additional training and professional readings.
- c. Knowledge of a variety of resource materials in testing, careers and higher education.
- d. Understands and utilizes the services of guidance provided by the district.

Evaluator's Comments:

Staff Member's Comments:

3. Functional Responsibility:

- ___ a. Observes state/federal guidelines and recommendations in specific functions
- ___ b. Provides assistance to staff, students and parents.
- ___ c. Provides in-services as necessary.
- ___ d. Provides individual and group guidance.
- ___ e. Initiates and maintains effective communications with students, parents, staff and community members.
- ___ f. Provides individual and group testing.
- ___ g. Assists in placement services for students.
- ___ h. Participates in curricular, instructional, administrative and staff committee functions.
- ___ i. Involves those to be affected in the decision-making process.
- ___ j. Gives prompt response to requests.
- ___ k. Completes other assignments as directed by the supervisor/Director of Secondary Education.

Evaluator's Comments:

Staff Member's Comments:

4. Completion of Reports and Records:

- ___ a. Collects adequate and reliable sources of information before making decisions.
- ___ b. Promptly and accurately completes and hands in all assigned reports and records.
- ___ c. Justifies any evaluations or findings when requested to do so.
- ___ d. Is effective in implementation and follow-through of procedures and programs.

Evaluator's Comments:

Staff Member's Comments:

5. Other (Items addressed in goals and targets that are not part of evaluation form.)

Evaluator's Comments:

Staff Member's Comments:

Memo of Understanding
Technology Committee

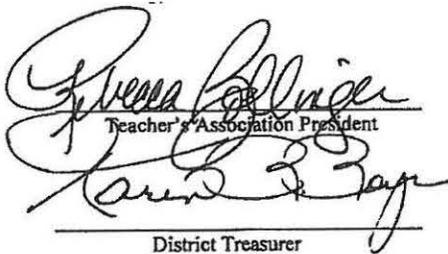
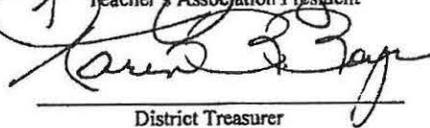
The Warren County Vocational Teacher's Association and the Warren County Board of Education have identified the need for a Technology Committee. The purpose of the committee is to improve communications related to technology and to provide an avenue for staff input into the district's technology planning process.

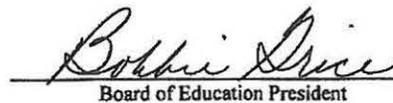
The Technology Committee will hold responsibility for making recommendations to the administration related to short and long term goals for the district technology plan.

The committee will be comprised of three representatives from the Teacher's Association (one of whom must be an IT instructor), one representative from the support staff, one representative from the Adult Education staff, and two district administrators. In addition, the Superintendent shall coordinate the appointment of at least one representative from each partner school, one representative from SWOCA and one representative from a neighboring career technical district. The technology coordinator will facilitate the committee.

The Association President in consultation with the Director of Secondary Education will appoint members from the association. The Superintendent will appoint the members from the administrative team and the support staff. The committee will meet as needed with district employee members with a minimum of one meeting per quarter and a minimum of once a year with the entire committee.

The work of the committee will be evaluated on an annual basis and the decision to maintain the technology committee will be discussed at the end of this contract.


Teacher's Association President

District Treasurer


Board of Education President

5/5/06

Memorandum of Understanding
(Effective: 7/1/12 – 6/30/15)

Sick Leave Donation Program

- A. A bargaining unit member that has exhausted all of his/her sick leave may apply to the Sick Leave Donation Committee for a donation of sick leave. The application must include a physician's statement indicating the nature of the illness or injury, diagnosis and prognosis, and the projected date of return to work.

Upon receipt of the application, the SLD Committee shall notify all bargaining unit members that there has been a request for sick leave and the name of the individual requesting sick leave. The requesting member may only be granted a total of up to thirty (30) days for the first application. If those days are exhausted, the bargaining unit member may make one additional application for up to another thirty (30) days.

Upon receiving notification of the application for a sick leave donation, each bargaining unit member may donate up to five (5) days of sick leave to a pool that will be credited to the requesting member. A total of thirty (30) days may be donated for each application. If the SLD Committee receives donations of more than thirty (30) days, the SLD Committee shall allocate the donations among each donating bargaining unit member, e.g., if ten (10) people donate five (5) days each, each member will only be charged with a donation of three (3) days. Upon finalization of the identity of the donors, and the number of days each donor is donating, the SLD Committee will notify the Treasurer, in writing, of the name of each donor, how many days they are donating, and the name of the person to whom the days should be credited. Upon receipt of this information, the Treasurer shall verify that each donor has the requisite number of days to their credit, and if so, deduct those days from the donor, and credit thirty days to the account of the requesting member.

If the bargaining unit member making the donation has accumulated the maximum number of sick days, i.e., 240 days, at the time the donation is made, the donated days shall be deducted from that maximum, and shall not be deducted from the 15 days the member is entitled to accumulate during that school year, per Article XV. However, any days accrued after the donation will be credited toward the maximum number allowing the bargaining unit member to reach the maximum anew, time permitting.

- B. The requesting member may make one additional application to the SLD Committee for a sick leave donation upon the exhaustion of the days donated from the initial application. Under no circumstance will a bargaining unit member be entitled to more than sixty (60) days in any school year. If the additional application is made, the procedure set forth in paragraph A shall apply.
- C. Application for a sick leave donation may only be made for catastrophic illness or injury. Catastrophic illness or injury is defined as an illness or injury that is "unusual, extraordinary, sudden, an unexpected manifestation of the forces of nature which cannot be prevented by human care, skill or foresight".
- D. If a bargaining unit member applies for, and is granted a donation of sick leave days, the days shall be paid at a per diem rate based on Step 0 of the Bachelors Column on the salary schedule in effect at the time of the donation.
- E. The SLD Committee shall be made up of three Association members, appointed by the Association President. The SLD Committee shall be administered and operated by the Association.
- F. This provision shall not be subject to the grievance procedure.

Teachers Association President

Board of Education President

District Treasurer

5/5/06

Memorandum of Understanding Evaluation Committee

This Memorandum of Understanding by and between the Warren County Career Center Board of Education (hereafter the "Board of Education") and the Warren County Vocational Teachers Association (hereafter the "Association") entered into this the 30th day of May, 2012.

Create an Evaluation Committee comprised of three representatives from the Administration and three representatives from the Association. The Association shall appoint its members and the Superintendent shall appoint the Administration members. The Committee may invite additional persons to the Committee meetings to provide additional information and/or input to the Committee regarding particular aspects of the evaluation procedure. Committee is tasked with reaching agreement on the development of an evaluation procedure which is in compliance with Ohio Revised Code section 3319.111 and 3319.112, as amended by House Bill 153, or as amended by any subsequent legislation enacted prior to July 1, 2013. The Committee shall meet as necessary to achieve this mission.

Committee shall make a recommendation to the Board of Education no later than March 31, 2013 as to the final evaluation procedure composition. The Board of Education shall make a final decision on the policy no later than April 30, 2013. If the Committee's recommendation is supported by a supermajority (defined as 5 of 6 of the members) of the Committee, the Board of Education shall adopt the Committee's recommendation. If the Committee's recommendation is not supported by a supermajority of the Committee members, the Committee shall meet with the Board of Education and present the portions of the evaluation procedure which the supermajority of Committee is in agreement on, and which the Committee is not. The Board of Education shall adopt those portions of the policy upon which a supermajority of the Committee are in agreement. On the portions of the policy upon which the supermajority of Committee is not in agreement, the Board of Education shall be presented with the options developed by the Committee for those portions. The Board of Education shall then choose from those options the portions to be included in the policy.

Upon adoption of the policy by the Board of Education, the Board of Education and the Association shall execute an Amendment to the Collective Bargaining Agreement for purposes of replacing the current evaluation procedure. Parties agree that any dispute involving the evaluation procedure adopted in accordance with this MOU shall be subject to the Grievance Procedure in Article 5.

Memorandum of Understanding
(Effective: 7/1/12 – 6/30/15)

Department Head/Teacher Leader

This Memorandum of Understanding (“MOU”) between the Warren County Vocational School District (“DISTRICT”) and the Warren County Joint Vocational Teacher’s Association (“WCJVTA”) herein referred to as the “Association” memorializes the District’s and the Association’s shared commitment to continue collaboratively working together to enhance the shared responsibility to provide quality educational opportunities for District students. The District and the Association commit to establishing a Department Head/Teacher Leader pilot program as a means to enhance student learning, foster collaboration, and encourage fiscal responsibility.

The initial pilot program (in affect the 2012-2013 school year) is to be developed by two members from the District and two members from the Association. This program will include a teacher leader for English, Math, Science, Social Studies, and Public Safety.

At the conclusion of the 2012-2013 and 2013-2014 school years, this program will be re-evaluated by two members from the District and two members from the Association. This evaluation will determine how effective the pilot program is and whether any teacher leader positions need to be added or deleted.