



09-08-15
15-MED-01-0027
2453-01
K32479

MASTER AGREEMENT

between

Warren County Vocational School Teachers' Association

and

Warren County Vocational School District
(Warren County Career Center)

July 1, 2015 – June 30, 2018

**WCVSD TEACHERS' ASSOCIATION MASTER AGREEMENT
2015-2018**

T A B L E O F C O N T E N T S

Article 1 – Recognition

A.	The Parties	1
B.	The Unit	1
C.	Representation.....	1
D.	Staff Relations.....	1
E.	Dues Deductions/Fair Share Fees	2

Article 2 – Rights of the Parties

A.	Management Rights	3
B.	Association Rights	3
C.	Exclusivity	3

Article 3 – Negotiations Procedure

A.	Statement of Principles	4
B.	Scope of Bargaining.....	4
C.	Requests for Bargaining.....	5
D.	Bargaining Meetings.....	5
E.	News Releases	5
F.	Agreement.....	6
G.	Disagreement	6

Article 4 – Contract Modification 7

Article 5 – Grievance Procedure

A.	Grievance Policy and Objectives	8
B.	Definitions.....	8
C.	Time Limits.....	8
D.	Procedure	8
E.	Miscellaneous Provisions.....	10

Article 6 – Non-renewal..... 11

Article 7 – Evaluation Procedure	12
Article 8 – Reduction in Force	
A. Reduction	13
B. Seniority Defined	13
C. Recall Rights	14
Article 9 – Personnel Files	15
Article 10 – Contracts	16
Article 11 – Teaching Assignments/Transfers/Vacancies	
A. Request for Transfer and Assignment	18
B. Filling of Vacancies	18
C. Posting of Vacancies	18
D. Satellite Programs	18
Article 12 – School Year/Day	
A. Calendar	19
B. School Year	19
C. School Day	19
D. Visits to Employers	19
E. Planning Time	19
F. Class Size	20
G. Career Technical Teacher Preparations	20
Article 13 – Working Conditions	
A. Job Descriptions	21
B. Safety and Health	21
C. Substitute Teaching	22
D. Committee Recognition	23
E. Transporting Students	23
F. Non-Teaching Duties	23
G. Student Misconduct	24
H. Curriculum/Building	24
I. No Smoking	24
J. Facilities	24
K. Technology Committee	24

Article 14 – Workshops/Conferences/Conventions/In-service

A. Teacher Activities26
B. Student Activities.....27
C. Board Directed Activities27
D. Technology Training Requirements27

Article 15 – Leaves of Absence

A. Sick Leave.....28
B. Maternity/Adoption/Child Care Leave28
C. Assault Leave.....30
D. Personal Leave30
E. Sabbatical Leave31
F. WCVSTA Business Leave.....31
G. Military Leave.....32
H. Jury/Hearing Leave32
I. General Leave32
J. Family Medical Leave32
K. Attendance Incentive Pay33
L. Teacher Certification/Licensure Incentive Pay.....33

Article 16 – Work Outside of Regular Program

A. Summer School/Night School.....34
B. Skilled Work for the Board.....34
C. Student Projects34

Article 17 – Fringe Benefits

A. Severance Pay35
B. Retirement Bonus.....35
C. Insurances36
D. Insurance Costs36
E. Insurance Committee37

Article 18 – Economic Provisions

A. Salary Schedule Placement38
B. Lane Changes.....40
C. Pay Periods.....40
D. Transportation Reimbursement.....40
E. Tuition Reimbursement41
F. Supplemental Salary42

Article 19 – Rehiring of Retired Teachers	44
Article 20 – Definitions	45
Article 21 – Salary Schedules	46
Article 22 – Forms/Terms of the Agreement	49

Appendix (Forms)

A. Grievance Report	51
B. Evaluation Forms	53

Memorandum of Understandings

Sick Leave Donation Program	60
Department Head/Teacher Leader	61
Compensation Committee.....	62

**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 of all Teacher Association members meeting the statutory definition of teacher shall be pursuant to the Board adopted evaluation policy.
- B. The evaluation procedure for members not meeting the definition of teacher (hereafter referred to as “less than 50% members”) shall also be pursuant to the board policy. The evaluation form for less than “50% members” is attached herewith as Appendix B-1, formerly Appendix B-2.
 - 1. The timelines and frequency of observations and evaluations and all forms and processes (other than the evaluation form) shall be the same as those set forth in the Board evaluation procedure for all teachers (both teaching more than 50% of the day and less than 50% of the day)
- C. Any complaints of violation of the instructional or non-instructional evaluation process shall be subject solely to the grievance procedure contained in this Agreement, and this Agreement shall supersede any evaluation requirements of Ohio Revised Code section 3319.11 to the extent that it conflicts with this Agreement.

**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

Except as otherwise provided in this section 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. Teachers who were rated as ineffective at the time of the reduction shall only remain on the recall list for a period of twelve (12) months.

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 Ohio Revised Code section 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 Ohio Revised Code section 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 September 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 September 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 September 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/department.

**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- (30) students after the first fifteen (15) student days of any quarter, the Board will pay the affected teacher a stipend of \$65 per student over the maximum.

G. Career Technical Teacher Preparations

If a career technical teacher is assigned classes that result in the teacher having four (4) or more preparation periods with unique students, the teacher shall be compensated an additional Five Hundred Dollars (\$500.00) for the year, or Two Hundred Fifty Dollars (\$250.00) if only for one semester. If any academic teacher is assigned four preparation periods during the term of this Agreement, the parties agree to discuss whether additional compensation should also be paid to this teacher. The discussion with the supervisor shall be initiated by the teacher. As long as the discussion occurs, no grievances may be filed.

**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 PERRP Public Employment Risk Reduction Program (PERRP) rules, the Warren County Career tech Board of Education (Board), and the Warren County Career tech School Teachers Association (WCVSTA) have the following understanding:
 - a) In so far as PERRP 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 PERRP 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.

In those instances of unforeseen circumstances or when a substitute is not available, the administration may temporarily combine 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, vapor devices and/or e-cigarettes 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.

K. 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.

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 for attending professional meeting(s).
3. The teacher's attendance must be by prior approval of the Superintendent and is subject to the availability of funds.
4. Requests 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. Except in emergency or extenuating circumstances, personal leave shall not be granted during the Board of Education high stakes designated testing periods, which are currently designated as the PARCC and AIR tests. Those designated testing periods shall not exceed twenty (20) days. A member desiring to use personal leave during this time period must submit reason(s), in

writing, to the Director of Secondary Education for approval, which shall not be unreasonably denied.

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 district's attendance goal of 98%, the following attendance incentive will be offered:

- For bargaining unit members who achieve the level of 100% attendance they will be issued \$250 at the end of the school year.
- For bargaining unit members who achieve the level of 98% attendance (which equates to missing less than 3.6 days) they will be issued \$150 at the end of the school year.
- 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% (which equates to missing 9 days or less) 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 Incentive

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 December 1st of the school year in which they are retiring, the teacher shall be entitled to an additional \$2,000.00. 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. If a teacher does not complete the school year, the teacher will receive a prorated portion of the lump sum payment based upon his/her retirement date.
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 five percent (5%), the amount of the increase up to five percent (5%) 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 coverages. 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 will have his/her salary direct deposited to a financial institution(s) in the ACH. 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 spring and winter vacations.

D. 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.

E. *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. For career and technical teachers seeking to obtain an initial provisional educator's license from the Department of Education, this amount shall be \$2,000.00 per teacher. 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.

F. Supplemental Salary

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

	Salary 2015-2018
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 Month 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

*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 career tech 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
WARREN COUNTY VOCATIONAL SCHOOL DISTRICT

Year 1

SALARY SCHEDULE FOR CERTIFIED EMPLOYEES
2015-2016

2014-2015 plus	\$37,914
2.0%	
2015-2016 Base	\$38,672

STEP	BA	BA + 1		MASTERS		
	Or Equivalent					
0	1.000	\$ 38,672	1.040	\$ 40,219	1.090	\$ 42,153
1	1.048	\$ 40,529	1.091	\$ 42,191	1.143	\$ 44,202
2	1.097	\$ 42,423	1.141	\$ 44,125	1.195	\$ 46,213
3	1.145	\$ 44,280	1.192	\$ 46,097	1.248	\$ 48,263
4	1.194	\$ 46,175	1.242	\$ 48,031	1.301	\$ 50,313
5	1.242	\$ 48,031	1.293	\$ 50,003	1.353	\$ 52,324
6	1.291	\$ 49,926	1.343	\$ 51,937	1.406	\$ 54,373
7	1.339	\$ 51,782	1.394	\$ 53,909	1.459	\$ 56,423
8	1.388	\$ 53,677	1.444	\$ 55,843	1.512	\$ 58,472
9	1.436	\$ 55,533	1.495	\$ 57,815	1.564	\$ 60,483
10	1.485	\$ 57,428	1.545	\$ 59,749	1.617	\$ 62,533
11	1.533	\$ 59,285	1.596	\$ 61,721	1.670	\$ 64,583
12	1.582	\$ 61,180	1.646	\$ 63,655	1.722	\$ 66,594
13	1.630	\$ 63,036	1.697	\$ 65,627	1.775	\$ 68,643
14	1.679	\$ 64,931	1.748	\$ 67,599	1.828	\$ 70,693
15	1.727	\$ 66,787	1.798	\$ 69,533	1.880	\$ 72,704
16	1.751	\$ 67,715	1.823	\$ 70,500	1.907	\$ 73,748
17	1.751	\$ 67,715	1.823	\$ 70,500	1.907	\$ 73,748
18	1.775	\$ 68,643	1.849	\$ 71,505	1.933	\$ 74,754
19	1.775	\$ 68,643	1.849	\$ 71,505	1.933	\$ 74,754
20	1.824	\$ 70,538	1.899	\$ 73,439	1.986	\$ 76,803
21	1.824	\$ 70,538	1.899	\$ 73,439	1.986	\$ 76,803
22	1.824	\$ 70,538	1.899	\$ 73,439	1.986	\$ 76,803
23	1.848	\$ 71,466	1.925	\$ 74,444	2.010	\$ 77,731
24	1.848	\$ 71,466	1.925	\$ 74,444	2.010	\$ 77,731
25	1.872	\$ 72,395	1.950	\$ 75,411	2.039	\$ 78,853
26	1.872	\$ 72,395	1.950	\$ 75,411	2.039	\$ 78,853
27	1.872	\$ 72,395	1.950	\$ 75,411	2.039	\$ 78,853
28	1.920	\$ 74,251	2.000	\$ 77,345	2.091	\$ 80,864
29	1.920	\$ 74,251	2.000	\$ 77,345	2.091	\$ 80,864
30	1.920	\$ 74,251	2.000	\$ 77,345	2.091	\$ 80,864
31	1.920	\$ 74,251	2.000	\$ 77,345	2.091	\$ 80,864
32	1.920	\$ 74,251	2.000	\$ 77,345	2.091	\$ 80,864
33	1.920	\$ 74,251	2.000	\$ 77,345	2.091	\$ 80,864
34	1.920	\$ 74,251	2.000	\$ 77,345	2.091	\$ 80,864
35	1.920	\$ 74,251	2.000	\$ 77,345	2.091	\$ 80,864

Article 21
WARREN COUNTY VOCATIONAL SCHOOL DISTRICT

Year 2

SALARY SCHEDULE FOR CERTIFIED EMPLOYEES
2016-2017

2015-2016 plus	\$38,672
2.0%	
2016-2017	\$39,446

STEP	BA		BA + 1		MASTERS	
	Or Equivalent		Or Equivalent		Or Equivalent	
0	1.000	\$ 39,446	1.040	\$ 41,024	1.090	\$ 42,996
1	1.048	\$ 41,339	1.091	\$ 43,035	1.143	\$ 45,086
2	1.097	\$ 43,272	1.141	\$ 45,008	1.195	\$ 47,138
3	1.145	\$ 45,165	1.192	\$ 47,019	1.248	\$ 49,228
4	1.194	\$ 47,098	1.242	\$ 48,992	1.301	\$ 51,319
5	1.242	\$ 48,992	1.293	\$ 51,003	1.353	\$ 53,370
6	1.291	\$ 50,924	1.343	\$ 52,976	1.406	\$ 55,461
7	1.339	\$ 52,818	1.394	\$ 54,987	1.459	\$ 57,551
8	1.388	\$ 54,751	1.444	\$ 56,960	1.512	\$ 59,642
9	1.436	\$ 56,644	1.495	\$ 58,971	1.564	\$ 61,693
10	1.485	\$ 58,577	1.545	\$ 60,944	1.617	\$ 63,784
11	1.533	\$ 60,470	1.596	\$ 62,955	1.670	\$ 65,874
12	1.582	\$ 62,403	1.646	\$ 64,928	1.722	\$ 67,926
13	1.630	\$ 64,297	1.697	\$ 66,939	1.775	\$ 70,016
14	1.679	\$ 66,229	1.748	\$ 68,951	1.828	\$ 72,107
15	1.727	\$ 68,123	1.798	\$ 70,923	1.880	\$ 74,158
16	1.751	\$ 69,069	1.823	\$ 71,910	1.907	\$ 75,223
17	1.751	\$ 69,069	1.823	\$ 71,910	1.907	\$ 75,223
18	1.775	\$ 70,016	1.849	\$ 72,935	1.933	\$ 76,249
19	1.775	\$ 70,016	1.849	\$ 72,935	1.933	\$ 76,249
20	1.824	\$ 71,949	1.899	\$ 74,907	1.986	\$ 78,339
21	1.824	\$ 71,949	1.899	\$ 74,907	1.986	\$ 78,339
22	1.824	\$ 71,949	1.899	\$ 74,907	1.986	\$ 78,339
23	1.848	\$ 72,896	1.925	\$ 75,933	2.010	\$ 79,286
24	1.848	\$ 72,896	1.925	\$ 75,933	2.010	\$ 79,286
25	1.872	\$ 73,842	1.950	\$ 76,919	2.039	\$ 80,430
26	1.872	\$ 73,842	1.950	\$ 76,919	2.039	\$ 80,430
27	1.872	\$ 73,842	1.950	\$ 76,919	2.039	\$ 80,430
28	1.920	\$ 75,736	2.000	\$ 78,891	2.091	\$ 82,481
29	1.920	\$ 75,736	2.000	\$ 78,891	2.091	\$ 82,481
30	1.920	\$ 75,736	2.000	\$ 78,891	2.091	\$ 82,481
31	1.920	\$ 75,736	2.000	\$ 78,891	2.091	\$ 82,481
32	1.920	\$ 75,736	2.000	\$ 78,891	2.091	\$ 82,481
33	1.920	\$ 75,736	2.000	\$ 78,891	2.091	\$ 82,481
34	1.920	\$ 75,736	2.000	\$ 78,891	2.091	\$ 82,481
35	1.920	\$ 75,736	2.000	\$ 78,891	2.091	\$ 82,481

Article 21
WARREN COUNTY VOCATIONAL SCHOOL DISTRICT

Year 3

SALARY SCHEDULE FOR CERTIFIED EMPLOYEES
2017-2018

2016-2017 plus	\$39,446
2.0%	
2017-2018 Base	\$40,235

STEP	BA		BA + 1		MASTERS	
	Or Equivalent		Or Equivalent		Or Equivalent	
0	1.000	\$ 40,235	1.040	\$ 41,844	1.090	\$ 43,856
1	1.048	\$ 42,166	1.091	\$ 43,896	1.143	\$ 45,988
2	1.097	\$ 44,137	1.141	\$ 45,908	1.195	\$ 48,080
3	1.145	\$ 46,069	1.192	\$ 47,960	1.248	\$ 50,213
4	1.194	\$ 48,040	1.242	\$ 49,971	1.301	\$ 52,345
5	1.242	\$ 49,971	1.293	\$ 52,023	1.353	\$ 54,437
6	1.291	\$ 51,943	1.343	\$ 54,035	1.406	\$ 56,570
7	1.339	\$ 53,874	1.394	\$ 56,087	1.459	\$ 58,702
8	1.388	\$ 55,846	1.444	\$ 58,099	1.512	\$ 60,835
9	1.436	\$ 57,777	1.495	\$ 60,151	1.564	\$ 62,927
10	1.485	\$ 59,748	1.545	\$ 62,163	1.617	\$ 65,059
11	1.533	\$ 61,680	1.596	\$ 64,214	1.670	\$ 67,192
12	1.582	\$ 63,651	1.646	\$ 66,226	1.722	\$ 69,284
13	1.630	\$ 65,582	1.697	\$ 68,278	1.775	\$ 71,416
14	1.679	\$ 67,554	1.748	\$ 70,330	1.828	\$ 73,549
15	1.727	\$ 69,485	1.798	\$ 72,342	1.880	\$ 75,641
16	1.751	\$ 70,451	1.823	\$ 73,348	1.907	\$ 76,727
17	1.751	\$ 70,451	1.823	\$ 73,348	1.907	\$ 76,727
18	1.775	\$ 71,416	1.849	\$ 74,394	1.933	\$ 77,774
19	1.775	\$ 71,416	1.849	\$ 74,394	1.933	\$ 77,774
20	1.824	\$ 73,388	1.899	\$ 76,406	1.986	\$ 79,906
21	1.824	\$ 73,388	1.899	\$ 76,406	1.986	\$ 79,906
22	1.824	\$ 73,388	1.899	\$ 76,406	1.986	\$ 79,906
23	1.848	\$ 74,354	1.925	\$ 77,452	2.010	\$ 80,872
24	1.848	\$ 74,354	1.925	\$ 77,452	2.010	\$ 80,872
25	1.872	\$ 75,319	1.950	\$ 78,458	2.039	\$ 82,038
26	1.872	\$ 75,319	1.950	\$ 78,458	2.039	\$ 82,038
27	1.872	\$ 75,319	1.950	\$ 78,458	2.039	\$ 82,038
28	1.920	\$ 77,251	2.000	\$ 80,469	2.091	\$ 84,131
29	1.920	\$ 77,251	2.000	\$ 80,469	2.091	\$ 84,131
30	1.920	\$ 77,251	2.000	\$ 80,469	2.091	\$ 84,131
31	1.920	\$ 77,251	2.000	\$ 80,469	2.091	\$ 84,131
32	1.920	\$ 77,251	2.000	\$ 80,469	2.091	\$ 84,131
33	1.920	\$ 77,251	2.000	\$ 80,469	2.091	\$ 84,131
34	1.920	\$ 77,251	2.000	\$ 80,469	2.091	\$ 84,131
35	1.920	\$ 77,251	2.000	\$ 80,469	2.091	\$ 84,131

**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, 2015 and shall expire at and after 12:01 a.m., July 1, 2018.

In witness whereof, the parties have executed duplicate originals of this agreement on this 25th day of June, 2015.

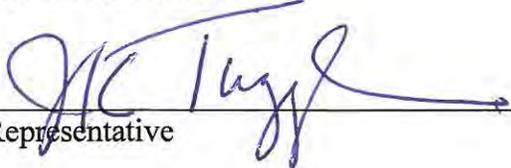
For the Warren County Vocational School
Teachers' Association



President

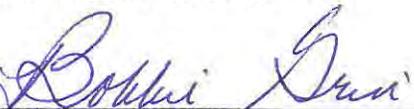


Committee Member



Representative

For the Warren County Vocational School
District Board of Education



President



Treasurer



Representative/Superintendent

Intentionally Left Blank

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

WARREN COUNTY CAREER TECH 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:

Memorandum of Understanding
(Effective: 7/1/15 – 6/30/18)

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.

**Memorandum of Understanding
(Effective: 7/1/15 – 6/30/18)**

Department Head/Teacher Leader

Parties agree to pilot a Department Chair program for the academic program to be implanted and piloted beginning with the second semester of the 2015-16 school year. Committee shall consist of three members from Administration and one teacher from each of the following disciplines: English, Math, Science, and Social Studies. First meeting to occur no later than end of the 2014-15 school year. Committee shall review the program at the end of each school year for each year of this Agreement to determine the effectiveness of the program.

Memorandum of Understanding
(Effective: 7/1/15 – 6/30/18)

Compensation Committee

The parties agree to create a committee whose purpose is to study and discuss compensation models for the purpose of making recommendations for a strategic compensation system for the Warren County Career Center no later than December 15, 2017. The committee shall be comprised of three (3) administrators, including the Superintendent, five (5) teachers (representative of academic, career technical, counseling/special education and satellite teaching staff), the Treasurer, two (2) board members and two (2) business partners.