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AGREEMENT

between

**WASHINGTON COUNTY JOINT
VOCATIONAL SCHOOL DISTRICT**

BOARD OF EDUCATION

and



**WASHINGTON COUNTY CAREER
CENTER TEACHERS' ASSOCIATION
OEA/NEA**

July 1, 2011 - June 30, 2014

STATE EMPLOYMENT
RELATIONS BOARD
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**ARTICLE 1
RECOGNITION AGREEMENT**

1.01 Parties to the Agreement

This agreement is entered into between the Washington County Joint Vocational School District Board of Education, hereinafter referred to as the "Board" and the Washington County Career Center Teachers Association, OEA/NEA, hereinafter referred to as the "Association."

1.02 Recognition of Bargaining Unit

The Board recognizes the Association and its representatives as the sole and exclusive representative of all certified/licensed teachers, employed under regular contracts and full-time certified/licensed adult education personnel. Excluded: Superintendent, Directors, Assistant Directors, Supervisors, all teachers employed under hourly contracts, all noncertificated employees, and any other confidential, supervisor or management level employees defined in Section 4117.01 of the Ohio Revised Code.

1.03 Creation of New Positions

Should the Board create a new position or allocate duties within a position(s) which the Board excludes from the bargaining unit, the following process will be used to resolve the issue. The Board and the Association shall meet to attempt to determine the position(s) that are excluded and included in the bargaining unit, within fifteen (15) days following either party's request to do so. If the parties are unable to reach agreement within fifteen (15) calendar days following their first meeting, the Association and the Board hereby mutually agree to submit the disputed classification(s) to the State Employment Relations Board for unit determination.

1.04 Non-Discrimination in Employment

There shall be no employment discrimination of any kind against any person because of membership or lack of membership in the bargaining unit or support or lack of support of the bargaining unit; because of such person's activities on behalf of the bargaining unit or inactivity; or because of such person's race, color, creed, religion, national origin, age or sex, as prohibited by law.

**ARTICLE 2
NEGOTIATIONS PROCEDURE**

2.01 Request for Negotiations

A. Negotiations shall be initiated by either party at least 60 days, but not sooner than 90 days, prior to the expiration of this agreement.

B. A request from the Association should be sent to the President of the Board. A request from the Board should be sent to the President of the Association.

C. Within one (1) week of the request, a mutually convenient meeting date shall be arranged. At the initial session, the parties shall exchange their detailed written proposals. No new items shall be submitted thereafter except upon mutual agreement of the parties.

2.02 Negotiation Meetings

Negotiations shall be completed on or before forty-five (45) days following the initial negotiations session, unless an extension of time is mutually agreed to by the parties. The parties shall meet at reasonable times within the negotiations period for the purpose of effecting an exchange of facts, opinions, proposals and counterproposals in a sincere effort to reach mutual understanding and agreement on all appropriate matters submitted for negotiations. All parties are obligated to deal openly and fairly with each other on all matters and to conduct such negotiations in good faith but such obligation does not compel either party to agree to a proposal. Such meetings as may be called during the regular school day will have the staff participants excused from regular duties without loss of pay to attend such meetings.

2.03 Negotiating Teams

Negotiations shall be conducted in executive session by teams representing the respective parties, each team to consist of no more than five (5) persons, inclusive of lay or professional consultants. The selection of the team shall be at the sole discretion of each party.

2.04 Scope of Bargaining

The scope of bargaining shall include all matters pertaining to wages, hours, or terms and other conditions of employment, and the continuation, modification, or deletion of an existing provision of this agreement.

2.05 Exchange of Information

Upon reasonable advance request, the Board will provide the Association, at no cost, with all available public information in such form as it exists pertaining to subjects of negotiation. Such request shall be in writing to the Treasurer and signed by the President of the Association.

2.06 Caucus

Upon request of either party, a negotiation meeting shall be recessed to permit the requesting party a period of time, not to exceed thirty (30) minutes, to caucus, unless extended time is mutually agreed upon.

2.07 Agreement

When tentative agreement is reached on all items subject to negotiations, the proposed agreement shall be first submitted to the Association for ratification. Upon delivery to the President of the Board of written verification by the President of the Association that the Association has properly ratified the agreement, it shall be submitted to the Board for its approval. The Board will conduct a ratification vote on the agreement no later than the next regular Board meeting following the Association ratification.

2.08 Dispute Resolution Procedure

Thirty (30) days prior to the expiration date of this agreement the parties will notify Federal Mediation and Conciliation Service (FMCS) of such negotiations. From that point (30 days prior), should an impasse occur, either party shall have the right to request the assistance of FMCS. In the event that agreement is not reached by the expiration date of this agreement, then the Association shall have the right to proceed in accordance with Section 4117.14D(2) and Section 4117.18(c) of the Ohio Revised Code.

2.09 Right of Individuals

All members of the Association negotiating committee shall have the right to express their views during negotiations and shall be free from reprisal or intimidation during and after completion of negotiations.

**ARTICLE 3
GRIEVANCE PROCEDURE**

3.01 Purpose

A grievance procedure is a method by which an individual, group of employees or the Association can express a complaint, problem or dispute without fear of reprisal and obtain a fair hearing at progressively higher levels.

3.02 Definitions

- A. A "grievance" is a claim by a bargaining unit member or the Association of an alleged violation, misinterpretation, or misapplication of any of the provisions of this agreement.
- B. A grievant is a bargaining unit member(s), or the Association having a grievance. The Association shall designate one or more representatives for grievance procedures. Any grievant may consult his/her representative(s) for assistance.
- C. For grievance procedure only "days" shall mean scheduled workdays exclusive of Saturdays, Sundays, vacation periods and holidays during the regular school year.

- D. The term "bargaining unit member" when used in this document shall refer to an individual or group of individuals who are members of the bargaining unit.

3.03 Time Limits

- A. The grievant shall initiate action within thirty (30) days of the event or condition upon which the grievance is based. If the initiation of such action is longer than thirty (30) days, the right to use of the procedure described can be considered waived. The grievant shall be given forty-eight (48) hours advance notice prior to the actual hearing being conducted.
- B. Time limits stipulated should be adhered to strictly as maximums to insure rapid resolution to problems and issues concerned. If the grievant misses a deadline, it is deemed to have been resolved at the last level, and, if the administration misses a deadline, it is deemed that the grievance procedure progress to the next level. Time limits may be extended only by mutual written agreement of all parties of interest.

3.04 Procedures

A. Level I - Informal

Within thirty (30) days of an event or condition that an individual considers a grievance, he/she shall discuss the problem with his/her Director. He/she may do this alone or with an Association representative.

B. Level I - Formal

In the event the grievant is not satisfied with the disposition at the informal step or if no decision has been rendered within five (5) days of the Informal Meeting, the grievant may initiate the following proceedings.

In all levels of the formal proceedings, Grievance Report Forms shall be made in triplicate: one for the grievant, one for the administration, and one for the Association.

Within five (5) working days of the written and dated filing, a hearing shall be arranged between the grievant, the Director, and Association representative, and other parties who may be needed to give information relative to the claim. Five (5) working days following the hearing a written disposition shall be provided the grievant(s).

C. Level II

If the grievant is not satisfied by the written disposition of the Director or his/her designated representative, he/she may seek a hearing with the Superintendent, or his/her designated representative, within five (5) working days after receiving the written disposition from the hearing in Level I - Formal. The written disposition will be initialed and dated by both parties. Within the next five (5) working days, a

hearing shall be arranged and held between the grievant, the Superintendent or his/her designated representative and a representative of the Association, and other parties that may need to give information relative to the claim. Five (5) working days following the hearing a written disposition shall be provided the grievant(s).

D. Level III

If the grievant is not satisfied by the written disposition in Level II, he/she may request that the Association submit the issue to Arbitration within five (5) working days after the Level II written disposition. The Association shall notify the superintendent in writing within ten (10) working days after the Level II written disposition.

The arbitrator shall be appointed by the American Arbitration Association according to its voluntary rules and regulations.

The arbitrator shall render his/her decision to the Grievant, the Superintendent, the Board, and the President of the Association and the decision will be final and binding. The cost of the arbitrator's services shall be shared equally by the Board and the grievant or Association.

3.05 Miscellaneous

A. Both parties agree that grievance proceedings should be handled in a confidential manner.

B. Nothing contained herein shall be construed as limiting the individual right(s) of a bargaining unit member having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communications, without intervention and/or consultation of the Association, provided the adjustment is not inconsistent with terms of existing personnel policies in effect or this contract.

C. Nothing in this procedure shall be construed so as to deny the Association or its representatives or the Board the right to redress before an appropriate administrative agency or through the courts, if such a course seems to them at their sole discretion, more appropriate. Nothing in this procedure shall be construed to deny the individual, the Association, or its representatives, the right to seek redress by law.

D. No bargaining unit member may be represented by an organization other than the Association or representative(s) in any grievance procedure initiated pursuant to this agreement.

E. No bargaining unit member shall be denied the right to legal advice or representation and/or counsel in any of the levels listed above. A grievant may elect to represent himself/herself without Association representation. The grievant bears no responsibility to notify any member of the Association if they elect this course of

action. However, a copy of any settlement shall be sent by the Administrator involved to the Association President at the same time it is sent to the grievant. No settlement shall be in conflict with the agreement.

- F. A grievance may be withdrawn at any level without prejudice or record.
- G. Copies of all written decisions of grievances shall be sent to all parties involved, the Association President, the aggrieved, and the appropriate administrator.
- H. No records, documents, or communications concerning a grievance shall be placed in the personnel file of any of the participants in procedures described in this agreement.
- I. No administrative representative may conduct more than one level of this grievance procedure.
- J. Employees required to appear at an arbitration hearing occurring during the regular work day will be given release time without loss of pay.

ARTICLE 4 EMPLOYMENT STATUS

4.01 Notice of Non-Renewal

The Board shall provide written notice of non-renewal by April 30 to bargaining unit members whose contracts will not be renewed for the following year. Notwithstanding Section 3319.11 of the Ohio Revised Code, such notice shall not be required for supplemental and extended service contracts and the terms of this Article shall not apply to such contracts.

4.02 Non-Renewal of Limited Contracts

After an initial three (3) year probationary period, no bargaining unit member shall be non-renewed except for just cause defined to be clearly demonstrated inefficiency, or extreme immorality, willful and persistent violations of reasonable regulations of the Board, or for other good and just cause and reason for which shall be stated in writing. A bargaining unit member who has received notice of non-renewal may obtain review of the decision by filing a written request for review within three (3) days of receiving the notice. Such review shall include the following procedure:

- A. Within three (3) working days of the bargaining unit member's written request a hearing will be held with the Director.
- B. Within three (3) working days of the hearing with the Director, the employee may request a hearing with the Superintendent.

- C. Within five (5) working days of the hearing with the Superintendent, the employee may request a hearing with the Board of Education.
- D. Within ten (10) working days of the hearing with the Board of Education, a decision in writing shall be rendered. A copy of the decision shall be sent to the bargaining unit member and the Superintendent.
- E. Grievances concerning the non-renewal will be submitted at Level III of the grievance procedure within ten (10) working days after receipt of the Board's written decision to non-renew.
- F. The bargaining unit member has the right to be represented by counsel of his/her choosing. Each party shall inform the other twenty-four (24) hours in advance of the hearing if persons in addition to themselves shall be present for the hearing.

4.03 Adult Education Program

The Adult Director will meet with each licensed adult employee before August 15th to determine program cost and set goals for the following year.

4.04 Initial Employment

Bargaining unit members to be employed by the Board shall be nominated by the Superintendent and assigned to a teaching position by the Superintendent. (ORC 3319.07)

4.05 Contract Status

- A. A bargaining unit member will be granted a limited contract or a continuing contract. To be eligible for a continuing contract, a bargaining unit member shall in the last five (5) years have taught at least three (3) years in the district and shall have either a professional, permanent, or life certificate or a Professional License with the required hours. A new bargaining unit member possessing a continuing contract from another district upon employment will be eligible for a continuing contract after two years. The Board of Education, upon recommendation of the Superintendent, may at the time of employment or at any time within such two (2) year period declare a bargaining unit member eligible.
- B. All members of the bargaining unit who do not qualify for a continuing contract shall receive limited contracts as follows:
 - a one (1) year contract, for up to three years, then
 - a two (2) year contract, then
 - a four (4) year contract.

4.06 Continuing Contract

A bargaining unit member becoming eligible for a continuing contract during the term of a multi-year contract shall be considered according to the requirements of Ohio Revised Code 3319.11.

4.07 Individual Contracts

A. Each bargaining unit member employed shall be given a written contract setting forth the bargaining unit member's assignments and specifying the salary for regular duties. If bargaining unit members are assigned supplementary duties beyond and in addition to regular duties, they will be granted a supplementary contract which shall be a limited contract. (ORC 3319.08)

B. The initial written contract shall contain provisions for the following:

1. Grade level or department
2. Campus or school district building
3. Subjects to be taught

C. Should a re-assignment or transfer be made, an addendum shall be added to the contract at least ten (10) days in advance of the re-assignment or transfer containing the following:

1. Grade level or department
2. Campus or school district building
3. Subjects to be taught

4.08 Reduction In Force

A. When by reason of decreased enrollment of pupils, return to duty of regular bargaining unit members after leaves of absence, or by reason of suspension of schools or territorial changes affecting the district, the Board of Education decides that it will be necessary to reduce the number of bargaining unit members, it may make a reasonable reduction. No reduction shall occur after July 1 for the ensuing school year except for adult education members, for whom no reduction shall occur within the last 14 calendar days of a quarter for the succeeding quarter.

1. The Superintendent will provide written notice of intention to RIF by April 30 to any bargaining unit member known at that time to be affected. Board action will occur at the June Board meeting.
2. Bargaining unit members to be reduced shall be determined by seniority as defined in this document. Certification/Licensure for the position must be obtained prior to the date of reduction in force.

3. Bargaining unit members on the Reduction in Force list shall have the right of restoration to service status in order of seniority of service in the district if and when bargaining unit positions become vacant or are created for which any such bargaining unit member is or becomes qualified.
 4. A bargaining unit member on the Reduction in Force list will be responsible for notifying the Superintendent and Treasurer of a change in address.
 5. A bargaining unit member on the Reduction in Force list shall be notified of the Board's intention to re-employ. The notice shall be sent by certified mail to the bargaining unit member's last known address. A copy of the letter of recall shall be sent to the Association President.
 6. A bargaining unit member on the Reduction in Force list shall notify the Superintendent and Treasurer within ten (10) days of the receipt date of the certified mail of his/her acceptance of the position for which the bargaining unit member was recalled. Failure to accept recall or to report to work after recall eliminates all recall rights.
 7. Bargaining unit members shall remain on the Reduction in Force list for a three (3) year period from the date of layoff or reduction in staff. Bargaining unit members who accept an offer of employment which is less than the position from which they were laid-off (e.g., were fulltime, are offered 2/5, 3/5 position, substitute, etc.) shall maintain their recall rights as provided for in this article.
 8. Bargaining unit members employed in vocational programs who have been reduced in force, may elect to waive their recall rights as provided in section G., above, and apply for a one-time payment in their final pay check as follows: 10 years service = \$5,000, 15 years of service = \$10,000, and 20 years of service = \$15,000. Bargaining unit members employed in vocational programs electing to retain their recall rights and who have not been recalled within the three (3) year period, may apply for this stipend at the end of their recall period.
- B. The Association and the administration will cooperate in developing guidelines for program evaluation and/or elimination.

4.09 EMPLOYMENT OF RETIRED TEACHERS

Effective with the 2007-2008 school year, this provision sets forth the terms and conditions of employment as applied to rehired retired teachers in the district. (Note: the words "rehired" or "reemployed" as used in this section shall refer to any retired teacher under a state teacher retirement system who is hired into this district, whether previously an employee of the Washington County Career Center or any other school district.)

- A. This provision applies to the hiring of any previously retired teacher following any waiting period required by his/her retirement system.

- B. Previously retired teachers shall initially be placed at experience Step 0 and appropriate training column of the negotiated salary schedule.
- C. There shall be no guarantee of re-employment of any teacher in the district if the teacher retires or is already retired.
- D. To be eligible for reemployment, a retired teacher must have accepted severance pay and must have eliminated his/her sick leave upon retirement from his/her prior employment.
- E. A retired teacher who is reemployed will not be entitled to any severance pay as defined in Section 11.10 Severance Pay of the negotiated contract.
- F. Retirement is a break in service and all seniority attained by a retired teacher prior to his/her retirement reverts to zero. Retired teachers shall not accumulate bargaining unit seniority under re-employment and shall be considered the least senior teacher during any period of RIF and shall not be entitled to Section 4.08(A)(8).
- G. Retired teachers shall be employed under the sequence of contracts specified in Section 4.05(B) but shall waive their right to a Continuing Contract with the Board.
- H. Retired teachers who are employed shall not be eligible for benefits specified in Section 11.08 – Tuition Reimbursement, but will be eligible for professional leave and reimbursement of professional expenses as defined in the negotiated contract and Board Policy.
- I. Retired teachers who are employed shall not be eligible for Section 10.03 Sabbatical Leave.
- J. Any bargaining unit member contemplating retirement from Washington County Career Center shall have the opportunity to discuss his/her rehiring with an administrative representative of the Board prior to making a retirement decision, if the bargaining unit member so requests. If the bargaining unit member desires, he or she may invite an Association representative to attend this meeting. At that meeting the administrator shall inform the bargaining unit member of his/her intended recommendation to the superintendent regarding reemployment.
- K. Retired teachers who are employed shall not be eligible for the medical benefits in Section 12.02 unless they are not able to receive or are not entitled to insurance benefits from STRS or other retirement program

**ARTICLE 5
VACANCIES, TRANSFERS, AND PROMOTIONS**

5.01 Vacancy Notification

As vacancies or new positions occur in the bargaining unit or administration, the Superintendent shall post a list of such vacancies at the teachers' mailboxes if the vacancy occurs during the normal school year. When the school is not in session (June, July, August) the vacancy notice will be mailed to staff with each employee's next check. In situations where positions must be filled before the next scheduled paycheck, bargaining unit members will be contacted by mail.

5.02 Adult Program Openings

Any bargaining unit member interested in teaching an adult class may file a written statement of such desire with the Adult Education Director by the ending date of the previous school year. Bargaining unit members who have filed a written statement indicating desire to teach in the adult education program will be contacted as all openings occur during the upcoming school year.

5.03 Vacancy Application

Bargaining unit members who desire a change in grade and/or subject assignment and hold certification/licensure for said change may file a written statement of such desire with the Superintendent not later than 14 calendar days after posting said vacancy, except in those cases where the Superintendent declares that an emergency exists, and the position must be filled at the earliest possible date. In such emergency cases, bargaining unit members will be contacted by mail, or when school is in session, the notice will be placed in the bargaining unit members' mailboxes, immediately. After said mailing, bargaining unit members must respond within three (3) working days after date of postmark, or when school is in session, within three (3) working days after the date the notice was placed in the bargaining unit members' mailboxes.

5.04 Voluntary Transfer and/or Assignment

In acting on request for voluntary assignment and/or transfer, the following criteria apply:

- A. Individual certification/licensure
- B. Seniority
- C. Related work experience

5.05 Involuntary Transfer and/or Re-assignment

- A. An involuntary transfer or re-assignment after August 1, to be effective during the current school year, will be made only after a meeting between the bargaining unit member involved and the Superintendent, at which time the bargaining unit member shall be notified in writing of the reasons. A reassignment made pursuant to this provision shall be in the best interest of the school district.
- B. A bargaining unit member being involuntarily transferred or reassigned will be placed only in a position for which such bargaining unit member is certified/licensed. Reassignment shall mean a change in grade level(s) or departments or subject(s) taught. Involuntary transfer shall be defined as an unrequested change in building assignments. The campus of the Washington County Joint Vocational School District referred to as Washington County Career Center shall be considered as one building.
- C. A bargaining unit member transferred after August 1 shall be granted a supplemental contract of one (1) week at his/her per diem rate to prepare for the upcoming school year.
 - 1. Per diem rate shall mean the employee's daily rate of pay determined by the following formula:

Total salary, inclusive of extended service, divided by number of contract days, inclusive of extended service, equals per diem rate.

5.06 Promotions

The Board declares its general support of a policy of filling vacancies, including vacancies in supervisory positions, from within its bargaining unit members staff. However, nothing herein shall preclude the Board of Education from determining that the interests of the school system can best be served by seeking candidates from outside the district.

5.07 Filling Vacancies

- A. The Superintendent determines who shall fill the vacancies. No transfers will be made until all staff candidates have been screened and, in the Superintendent's judgment, the best person has been selected for the position.
- B. Whenever a vacancy arises, the Superintendent shall promptly cause to be posted a notice of same on a bulletin board in each school building for no less than five (5) workdays before the position is filled. Vacancies may be filled on the basis of experience, competency, and qualifications of the applicant, length of service in the district, and other relevant factors. Any new position, including supervisory positions, shall be posted with accompanying job description.

- C. Vacant non-bargaining unit and bargaining unit positions may be filled from outside the unit only after any qualified bargaining or non-bargaining unit member, who has applied, has been interviewed for the vacant position.

**ARTICLE 6
SENIORITY**

6.01 Seniority Defined

Seniority, wherever used in this agreement, shall mean length of continuous employment in a bargaining unit position as follows:

- A. Seniority shall begin to accrue from the first day worked in a bargaining unit position.
- B. Seniority shall accrue for the total period of time a bargaining unit member is on active pay status or is receiving Workers' Compensation benefits.
- C. Time spent on approved unpaid leave (i.e., unpaid leave, R.I.F., military leave, etc.) shall not contribute to the accrual of seniority but shall not constitute a break in seniority.
- D. Bargaining unit members shall accrue one (1) year of seniority for each year worked as determined by the minimal full-time standard as defined by STRS.
- E. No bargaining unit member shall accrue more than one (1) year of seniority in any work year.

6.02 Equal Seniority

A tie in seniority shall occur when two (2) or more bargaining unit members have the same amount of seniority credit as determined by the seniority list (length of service, certification, contract status). Ties in seniority shall be broken by the following method to determine the most senior bargaining unit member.

- A. The bargaining unit member with the first day worked in a bargaining unit position, excluding extended service days; then
- B. The bargaining unit member with the earliest date of employment (date of Board meeting hire); then
- C. By lottery, with the most senior bargaining unit member being the one whose name is drawn first, etc. This procedure shall be implemented in the presence of a designated Association representative.

6.03 Loss of Seniority

Seniority shall be lost when a bargaining unit member retires or resigns; is employed in a full-time non-bargaining unit position; is non-renewed, or terminated.

6.04 Posting of Seniority List

The seniority list shall be posted annually by September 30th of each work year. The Board shall prepare and post on the designated bulletin board in each building a seniority list indicating, by area of certification, license, or entry-level requirement, the first day worked, the date of Board resolution to hire, and the contract status (limited or continuing) of each bargaining unit member. Said list shall be provided to the Association President on or before the date of posting.

A. The names of bargaining unit members on the seniority list shall appear in seniority rank order within areas of certification, license or entrylevel requirement, contract status, with the name of the most senior bargaining unit member appearing at the top of the listing and name of the least senior bargaining unit member appearing at the bottom of the listing.

B. The names of bargaining unit members who are certified, licensed, or otherwise minimally qualified in more than one (1) area shall be included on the listing for all areas of certification, license, or entry level requirement.

6.05 Correction of Inaccuracies

Each bargaining unit member shall have a period of thirty (30) calendar days after posting of the seniority list in which to advise the Board or its agents in writing of any inaccuracies which affect his/her seniority. The Board or its agents shall investigate all reported inaccuracies and make such adjustments as may be in order and post the updated list immediately.

**ARTICLE 7
WORK YEAR / WORK DAY**

7.01 Length of School Year

The length of each secondary school year will include 180 student instruction days, two in-service and/or preparation days prior to the first day of classes, and two other days for in-service and/or preparation. Adult Education members who were hired before July 1, 2002 will each determine his/her 1288-hour annual calendar and members who were hired after July 1, 2002 will each determine his/her 1650-hour annual calendar as long as said calendar meets state criteria for program funding, local operational needs, and has the Director's approval. Staff input shall be sought concerning the dates of in-service days and makeup of calamity days. All in-service days will be normal working days.

7.02 Bargaining Unit Member Workday

- A. The length of the bargaining unit member's workday shall be seven (7) hours, except for full-time certified/licensed adult education personnel referenced in 9.6. Each bargaining unit member shall have a consecutive thirty (30) minute duty-free lunch period. Bargaining unit members may be required to attend up to five (5) faculty meetings per school year which could extend the school day not more than one (1) hour.
- B. Bargaining unit members may leave school grounds during their planning period and lunch period with prior approval of their immediate supervisor. Bargaining unit members leaving the WCCC campus at any time during the scheduled work day will be required to sign out with their supervisor or other designated administrator.

7.03 Planning Time

Each bargaining unit member shall have one (1) uninterrupted planning period daily which shall occur during the regular student day. The planning period shall be used to perform responsibilities other than classroom instruction. During such time bargaining unit members shall not be required to supervise or instruct students.

7.04 Waiving Planning Time

A building principal and/or other administrators in charge of the building may ask a bargaining unit member to waive his/her planning period to assume responsibilities of teaching a class in lieu of a substitute teacher. Acceptance or rejection of such assignment shall be voluntary. The bargaining unit member will be responsible for submitting a time sheet as prescribed by the Board of Education at the end of each day to the Director noting the periods taught. Bargaining unit members will be paid prorata at the hourly rate determined as follows:

Base Salary	=	Daily Rate	=	Hourly Rate
_____		_____		
Bargaining Unit Member Calendar Days		Seven (7)		

7.05 Extended Service Schedule

Bargaining unit members in their first year of teaching a program/academic course may be granted up to five (5) days extended service to make home visits to explain the program to families and/or to prepare to teach the new program/academic course.

- A. A committee will be established to develop extended service guidelines. The committee of three (3) bargaining unit members appointed by the Association

President and three (3) members appointed by the Superintendent will make recommendations on guidelines to the Superintendent by February 1 of each year.

B. Bargaining unit members who are approved for up to a number of extended days shall submit time sheets for reimbursement.

C. Personal leave and sick leave days shall not be approved for extended service.

ARTICLE 8 WORKING CONDITIONS

8.01 Substitute Teachers

The Board, through its administration, will make every effort to secure qualified substitute teachers when a regular bargaining unit member is not able to cover his/her class or classes.

8.02 Restructuring or Altering Programs

The Association shall be notified at least ten (10) days in advance and provided the opportunity for input prior to the restructuring or altering of full day programs, special education programs and special needs programs.

8.03 Student Selection

A committee will be established to develop guidelines for student selection in over subscribed programs. The committee of three (3) bargaining unit members appointed by the Association President and three (3) members appointed by the Superintendent will meet annually, or as needed, to establish guidelines.

8.04 Academic Freedom

Academic freedom is the liberty to pursue and teach relevant information without restriction from other sources of influence. As this right to discuss controversial issues is an essential part of the student's freedom to learn, the Board will, through its school staff, encourage and protect the exercise of that right within the Board's adopted Course of Study, curriculum and the bounds of relevant and intelligent inquiry.

8.05 Lesson Plans

Weekly lesson plans will be in a format designed by the bargaining unit member and immediate supervisor. Final approval is at the discretion of the immediate supervisor.

8.06 Student Discipline

The Board recognizes its responsibility to give all responsible support and assistance to bargaining unit members with respect to the maintenance of control and discipline in the classroom. It is the responsibility of the bargaining unit members and administration to provide an atmosphere within the classroom and within the school building that is conducive to learning.

- A. It shall be the responsibility of the bargaining unit member, with the assistance of his/her respective supervisor, to create a set of classroom/laboratory rules consistent with the school discipline policy (Section 15.03). These rules shall reflect a progressive discipline procedure with specific outcomes and actions for compliance and/or noncompliance.
- B. When, according to the respective bargaining unit member's classroom/lab rules/policy, a student has exhausted the alternatives of the teacher's policy, the student shall be referred to the Director/Assistant Director by completing the Discipline Report form.
- C. The Director/Assistant Director, using his/her best judgment of the facts, shall determine the action to be taken.
- D. If, in the Director's/Assistant Director's best judgment, the infraction can be handled without a due process hearing for suspension, appropriate action shall be taken and the bargaining unit member informed in writing of the action taken. If, in the best judgment of the Director/Assistant Director, an infraction may lead to a possible suspension, a due process hearing will take place with an opportunity provided for involvement by the bargaining unit member in the hearing and deliberations of outcome. No action by any party shall be in conflict with the discipline policy created by the committee and adopted by the Board under Section 15.03.
- E. Should the bargaining unit member involved be dissatisfied with the dispatch with which a problem is handled or with the outcomes of such actions, he/she shall have the right to address concerns directly to the Supervisor involved and progressively to the Director and Superintendent. The bargaining unit member may, if dissatisfied with the decisions of the Assistant Director, Director, and Superintendent, receive a hearing in executive session with the Board, to address the problem for final settlement. The decision of the Board shall be the final authority in these matters where not specifically addressed in policy.
- F. As provided in Section 3319.41 of the Ohio Revised Code, a person employed or engaged as a bargaining unit member may, within the scope of his/her employment, use and apply such amount of force as is reasonable and necessary to quell a disturbance threatening physical injury to others, to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil for the purpose of self-defense, or for the protection of persons or property.

- G. The Board will establish procedures for the administration of all forms of discipline within the school.
- H. When a pupil is initially assigned/reassigned to a class as a result of disciplinary action, the bargaining unit member(s) shall be so advised prior to assignment.
- I. Bargaining unit members shall be given release time as required for appearances at administrative hearings and court proceedings arising out of their professional activities.

8.07 Bargaining Unit Member Protection

- A. The subject of communications between parents and the school is paramount to maintaining a good school-community relationship. It is most beneficial to all parties that school complaints be resolved through face to face conferences. Conventional contacts between a bargaining unit member, pupils parents, supervisors, director, and other persons involved will be utilized in resolving complaints.
- B. Any formal written complaint about a bargaining unit member by any person shall be reported as soon as possible to the bargaining unit member in writing by the person receiving the complaint.
- C. Any bargaining unit member against whom a complaint has been filed will have the opportunity to meet with the complaining person(s). The Director or his/her designee shall be present at said meeting and a representative of the bargaining unit member's choice. Such meeting shall not be scheduled until the bargaining unit member has a reasonable amount of time to secure his/her representative.
- D. No action will be taken against a bargaining unit member as a result of a complaint until an attempt has been made to arrange a face to face meeting between the bargaining unit member and the complainant.
- E. If the issue is not resolved to the satisfaction of the parties involved, the alleged problem will be referred to the Superintendent for further investigation and a conference with said parties. In like manner, the issue, if not resolved, will be referred to the Board of Education.
- F. Any criticism of a bargaining unit member by a supervisor, administrator, or other agent of the employer shall be made in confidence and never in the presence of students, relatives of students, other bargaining unit members, or at public gatherings. Any criticism of an administrator or support staff by a bargaining unit member shall be made in confidence and never in the presence of students, relatives of students, other bargaining unit members or at public gatherings. All critiques made shall be confidential.

8.08 Personnel Records

- A. As of the effective date of this contract, all items in the file shall be dated. All documents in the file shall be signed or identified as to source with a copy to the bargaining unit member. The member will also sign and date any addition to his/her file. The refusal of a member to sign and date any addition to his/her file shall not preclude the placement of said material in the member's file. There will be only one official file in the central office for each employee. Certificate records only may be kept in a supplemental file housed in the County Office.
- B. Each bargaining unit member has the right to examine his/her file during regular office hours. The bargaining unit member may be accompanied by a representative. When a bargaining unit member examines his/her file, an administrative staff person may be present.
- C. The bargaining unit member has the right to attach written comments to any item in the file. Any written comments must be dated and signed by the Superintendent or his/her designee prior to being entered into the file.
- D. The file shall not be removed from the administrative center by the bargaining unit member.
- E. A copy of each item in the file may be made by the bargaining unit member at no cost.
- F. Written reprimands will be removed at the bargaining unit member's request from the personnel file twenty-four (24) months following the date of issuance unless there is a subsequent offense of the same nature occurring within the twenty-four month period.
- G. No anonymous complaint critical of any bargaining unit member shall be included in the file.
- H. A bargaining unit member will be notified immediately after his/her file is examined by anyone other than the Board, Administration or State Examiner.

8.09 Individual Rights of Bargaining Unit Members

- A. All bargaining unit members are entitled to full rights of citizenship regardless of race, sex, color, creed, religion, age or national origin.
- B. Bargaining unit members have the right to participate in professional and civic organizations for their personal benefit and interest, so long as those activities do not interfere with the bargaining unit member's performance of his/her duties.
- C. Each bargaining unit member shall abide by this agreement, Board-adopted policies, and the provisions of his/her individual contract, to the extent that it does not endanger his/her personal safety or well-being or that of students in his/her charge.

D. Discipline and Reprimand

1. A reprimand shall be defined as a disciplinary action imposed as an allegation of insubordination or violation of established policy which may end with an insertion into an individual's personnel file.
2. Reprimands shall be conducted in a confidential manner.
3. All teachers shall be given the right to have an Association representative present at the meeting in which a reprimand is to be issued.
4. No teacher shall be disciplined, reduced in rank or compensation, demoted, or otherwise deprived of any professional advantage without just cause and compliance with applicable provisions of this Contract. This section shall not supersede or apply to section 4.02 Non-Renewal of Limited Contracts.

8.10 Providing for Special Needs Students

- A. Bargaining unit members involved with the educational instruction of a special needs student (student requiring an IEP/504 Plan) will have the opportunity to participate in the writing of the plan for that student. Bargaining unit members will be informed of the student's IEP/504 Plan conference and may participate in the conference or submit written suggestions for goals. The written suggestions for goals will be presented for consideration at the IEP/504 Plan conference. In the event said suggestions for goals are not included in the IEP/504 Plan, a verbal explanation will be offered to the bargaining unit member. All educationally involved bargaining unit members will receive a copy of each student's IEP/504 Plan and revisions.
- B. Bargaining unit members will have the opportunity to attend in-service instruction dealing with handicapped students (including but not limited to IEP/504 Plan writing, instructional or legal requirements, etc.) at district inservice meetings.
- C. The administration will continue to provide support services for special education students. When additional support services are requested, the requesting parties will meet with the superintendent, director, vocational special education coordinator, home school representative, bargaining unit member, parent(s) and student.
- D. Except in emergency situations, no bargaining unit member will be required to administer any medication to or perform any medical procedure on a student. If the bargaining unit member voluntarily agrees to administer any medication, he/she shall be considered to be acting in accordance with board policy.
- D. Any bargaining unit member who has a student assigned to him/her who cannot take care of personal bodily needs or must be physically lifted for any reason will not be required to assist that student except in an emergency situation. If a bargaining unit

member voluntarily agrees to perform any such assistance, then he/she will be considered to be acting in accordance with board policy.

- F. The administration recognizes that some students with exceptional needs may not meet the growth projected in the goals and objectives of the student's IEP/504 Plan.
- G. Bargaining unit members will only be required to attend intervention/IEP/504 Plan meetings during the contract day.

ARTICLE 9 EVALUATION PROCEDURE

9.01 Evaluation Procedure

The Board and the Association agree that the following evaluation procedure will be utilized during the life of this agreement. The content of the evaluation is not grievable; however, a bargaining unit member may grieve a violation of the evaluation procedure. Each written evaluation consists of two observations.

9.02 Orientation

On the first inservice day prior to the opening of school, the administrator(s) who will be conducting evaluations shall conduct an orientation session for all bargaining unit members, except those with pre-approved absences who may request a private meeting with their Director, regarding the evaluation process. Adult Education members will receive an orientation session with regard to evaluations during the first month of their employment.

9.03 Observation Schedule

Bargaining unit members shall be observed (observation defined as one uninterrupted 30 minute period) by the evaluator as follows:

- A. First year in Washington County Career Center - minimum of three (3) times the first of which shall be in the first twelve weeks.
- B. Limited contract - minimum of one time per year. During the last year of the contract, minimum of two evaluations are required. One of these evaluations must be completed prior to the end of the first semester.
- C. Continuing contract - minimum of one time per year is recommended.
- E. Non-renewal or termination for performance reasons-a minimum of two (2) evaluations are required with a minimum of two (2) observations for each evaluation. One (1) of these evaluations must be completed prior to the end of the first (1st) semester.

9.04 Adult Education Observation Schedule

Adult Education members will be evaluated through the following schedule:

- A. Teaching members will be observed a minimum of twice annually. Observations will be made in the classroom when instruction is classroom based.
- B. Non-teaching members will meet with the Director a minimum of twice a year for a performance review.

9.05 Evaluation Schedule

- A. The evaluator shall visit classrooms or labs and conduct conferences as necessary in order to arrive at reasonable conclusions. The evaluator shall be present in the classroom for observation not less than thirty (30) consecutive minutes. In cases where more than one evaluation is conducted, such evaluations shall be conducted no less than twenty (20) working days apart.
- B. Only a bargaining unit member whose contract expires at the end of the current year may request additional evaluations; however, no bargaining unit member shall be evaluated more than four (4) times during a school year.
- C. Bargaining unit members who have transferred to a different grade level or subject area shall not be evaluated in this area until after the fourth week of instruction.
- D. In the event following a classroom observation a written evaluation is not forthcoming, the bargaining unit member will be informed within three (3) working days that a subsequent observation(s) will occur. The evaluator will return the evaluation form to the bargaining unit member within ten (10) working days following the last classroom observation included in the evaluation.

9.06 Correcting Deficiencies

- A. When the evaluator anticipates a final evaluation of needs improvement or unsatisfactory, the bargaining unit member will be notified of such not later than (10) working days after the end of the first semester.
- B. Should deficiencies be recorded in the work performance of a bargaining unit member, the evaluator shall provide the bargaining unit member with written recommendations for each area of deficiency, and assistance in improving these areas. Assistance shall be defined as the evaluator providing the bargaining unit member with specific recommendations for improvement, discussing the recommendation with the bargaining unit member and scheduling follow-up meetings with the bargaining unit member to monitor his/her improvement. The bargaining unit member shall be given a reasonable time to correct such deficiencies, with the exception of the final evaluation.

9.07 Completion of Evaluation

- A. The evaluation process shall be completed by the first Friday in April for those bargaining unit members whose contracts expire. The last classroom observation shall be completed for all other bargaining unit members not later than thirty (30) working days prior to the last day of school.
- B. The completion of the evaluation form concludes the formal evaluation and shall be completed within ten (10) working days of the last observation. Copies are distributed to the evaluator, the evaluatee, and the central office.
- C. If the normal school calendar is interrupted due to closure or if the evaluatee is absent and the above time limits are affected by such closure or absence, the time limit shall then be extended by an equal number of days.

9.08 Personnel Action Requirements

- A. If it is found that the evaluation process has not been followed and 9.07(C) above does not apply, the bargaining unit member shall be granted no less than a one-year limited contract.
- B. If the Board acts contrary to the evaluator's and/or Superintendent's recommendation for renewal of a bargaining unit member's contract, it shall give the affected bargaining unit member notice of such action on or before April 30 and allow the bargaining unit member to come before the Board with representation at an acceptable time within ten (10) working days after April 30. If that hearing does not cause the Board to reverse the nonrenewal, it shall give the bargaining unit member written reason(s) why the Board has chosen to non-renew the bargaining unit member's contract.

9.09 Evaluation Committee

The evaluation instrument shall be subject to amendment, by a committee of three (3) bargaining unit members appointed by the Association President and three (3) members appointed by the Superintendent. Revisions are subject to ratification by the Association and the Board.

9.10 Evaluation Forms

Approved evaluation forms for both secondary and Adult Education are appendices to this contract.

9.11 Individual Professional Development Plan

Every staff member must complete an Individual Professional Development Plan each year and must turn in a statement at the end of the year that he/she has one. This is a non-

evaluation personal growth assessment. Said plan shall be presented at the end of the year to the immediate supervisor on check-out day.

**ARTICLE 10
LEAVE PROVISIONS**

10.01 Jury Duty Leave

When it becomes necessary for a bargaining unit member to accept jury duty or is subpoenaed in a work related case, the member shall be paid the difference between his/her jury duty pay and his/her regular salary for the number of days involved. Such leave shall not be deducted from any other type of leave.

10.02 Military Leave

Military leave will be granted to bargaining unit members pursuant to Ohio Revised Code. Benefits will be granted at a maximum allowable by law.

10.03 Sabbatical Leave

A member who has completed five (5) consecutive years of service may be entitled to take a leave of absence with part pay, for one (1) year, subject to the following restrictions:

- A. A member shall submit by April 1 to the Superintendent a form as requested, a plan for professional growth for approval prior to the granting of such permission.
- B. Upon return from sabbatical leave of absence, or professional improvement leave, the member shall submit to the Superintendent a report containing transcripts while on leave, a description of travel and other information pertaining to evaluation of his/her program.
- C. The member may be required to return to the district at the end of the leave for a period of at least one (1) year unless the member has completed twenty-five years of teaching in Ohio.
- D. A satisfactory replacement must be available.
- E. No more than two (2) percent of the bargaining unit members may be granted sabbatical leave at any one time.
- F. Not more than the excess difference between the replacement's pay and the member's expected salary may be paid the member.
- G. Sabbatical leaves will be for one (1) year only.

- H. No member may be granted a leave more often than once each five (5) years.

- I. No member may be granted a leave a second time when other members of the bargaining unit have filed a request to be granted such leave.
- J. Upon return from sabbatical, a member shall be returned to the same or similar assignment held prior to such leave. Supplemental contracts or extended service do not apply.
- K. Bargaining unit members on sabbatical leave shall retain all previous seniority.

10.04 Unpaid Disability/Medical Leave

- A. If a bargaining unit member who is ill or disabled elects not to use accumulated sick leave credit, he/she may apply to the Superintendent for a leave of absence without pay or benefits for the period of disability subject to the specifications and requirements of Section 3319.13 of Ohio Revised Code. Whenever possible, application for such leave shall be made in writing at least sixty (60) calendar days prior to the beginning of the requested leave. Return to part-time or limited service shall be permitted only upon approval of the Superintendent.
- B. The Board will pay bargaining unit member's insurance benefits up to three (3) months while a bargaining unit member is on disability/medical leave.

10.05 Sick Leave

- A. Bargaining unit members shall be granted fifteen (15) days of sick leave with pay, for each year under contract, which shall be credited at the rate of one and one-fourth (1 1/4) days per month.
- B. Bargaining unit members may use sick leave for absence due to personal illness, disability due to pregnancy, injury, exposure to contagious diseases which could be communicated to others, and for absence due to illness, injury or death in the employee's immediate family as defined: mother, father, sister, brother, father-in-law, mother-in-law, grandparents, spouse, child, stepchild, grandchild, brother-in-law, sister-in-law, aunt, uncle, and other relative living in the household. All sick leave that extends beyond five (5) consecutive working days must be documented by a physician and state that they are able to return.
- C. Unused sick leave accumulation shall be limited to 270 days, except that a new bargaining unit member with accumulated sick leave in another governmental agency in Ohio shall have placed to his/her credit all sick leave accumulated with his/her previous employer not to exceed 130 days, provided that such re-employment takes place within ten (10) years of the date of the bargaining unit member's last termination from public service.

- D. A bargaining unit member shall furnish a written, signed statement on forms prescribed by the Board to justify the use of sick leave. If medical attention is required, the bargaining unit member is to list the name and address of the attending physician and the times when he/she was consulted (not to conflict with physician-patient privilege provided under Ohio Revised Code 2317.02)
- E. Falsification of statement pertaining to use of sick leave is grounds for suspension or termination of employment.

10.06 Personal Leave

- A. Four (4) unrestricted personal leave days per school year will be granted to each full-time bargaining unit member.
- B. Application for personal leave should be submitted at least three (3) days prior to use so as to give school officials ample time to obtain a replacement for the position. The administration may waive this time limit in case of emergency.
- C. Four (4) personal leave days will be approved upon submission of the form.
- D. Not more than 12% of the bargaining unit shall be permitted to use personal leave on any given work day.
- E. Personal leave days will be taken in full day increments only.
- F. Personal leave days may not be used on the day before or the day after a holiday, or in-service days except with the approval of the Superintendent or his/her designee.
- G. A bargaining unit member who misses no personal days and does not take any contract days without pay during the contract year will receive a \$150.00 bonus. If one day is missed as a personal day or contract day without pay, the bargaining unit member will receive \$100.00 and if only two such days are missed, the bargaining unit member will receive \$50.00. Said bonus will be paid by the last payday in July after the end of the applicable contract year.
- H. A bargaining unit may elect to waive the bonus for non-use of personal leave days and elect to roll all unused personal leave days into his/her sick leave accumulation. Any bargaining unit member electing to roll unused personal leave days, will notify the Board's treasurer no later than the last teacher work day of any school year.

10.07 Assault Leave

The Board of Education will grant assault leave, wherein a bargaining unit member who is absent due to physical disability resulting from an assault which occurs in the course of an employee's employment by the Board of Education, the Board will maintain the bargaining unit member on full-pay status during the period of such absence under the following provisions:

- A. The bargaining unit member who has been assaulted must furnish a written, signed statement on forms provided by the Board to justify the use of assault leave.
- B. If medical attention is required, a certificate stating the nature of the disability and its duration from a licensed physician shall be required before assault leave can be approved for payment.
- C. Falsification of either a written, signed statement or a physician's certificate shall be grounds for suspension or termination of employment under Section 3319.16 of the Ohio Revised Code.
- D. During such assault leave the bargaining unit member shall be maintained on full pay basis less the amount of worker's compensation received.
- E. Assault leave granted under these regulations shall not be charged under sick leave earned or earnable under Section 3319.141 of the Ohio Revised Code or leave granted under regulations adopted by the Board pursuant to Section 3319.08 of the Ohio Revised Code.
- F. Assault leave will be limited to thirty (30) calendar days.

10.08 Family and Medical Leave

- A. Notwithstanding other provisions of this agreement, the Board and the Association agree to abide by the provisions of the Family and Medical Leave Act of 1993. The parties to this agreement agree that all benefits guaranteed by the act will be provided to employees covered by this agreement. Any alleged violations of the act may be processed as grievances using the procedure herein. Pursuit of such a grievance in no way prevents an employee from enforcing his/her rights under the act as provided by law.
- B. Eligibility

An employee must have twelve (12) consecutive calendar months of service with Washington County Joint Vocational School District to be eligible for benefits under the act.
- C. Leave Provisions
 - 1. Each eligible employee is entitled to and shall be granted upon request up to 12 weeks of unpaid leave per year to care for a new child or a sick child, parent or spouse, or to use for the employee's own medical treatment. Such leave may be taken for the care of a newly adopted or newly placed foster child, as well as a newborn child.
 - 2. Any leave beyond 12 weeks in a year for these combined purposes may be granted pursuant to the other leave provisions of this agreement. Any contractual unpaid

leave shall be granted upon request at the expiration of that granted under the Family and Medical Leave Act.

3. Eligible employees may choose to substitute paid leave granted by other provisions of this agreement for all or part of the unpaid leave granted under this article unpaid leave granted under this article.
4. Leave taken to care for a new child must be taken within one year of birth or placement of the child. The employee must give the Board thirty days' notice of the birth or placement if possible, or as much notice as possible, if less than thirty days.
5. Leave under the Act may be taken intermittently, when medically necessary. The employee will attempt to schedule medical procedures so as not to interrupt his/her work unnecessarily.

D. Protection of Employment and Insurance

1. The Board shall return the employee taking a leave under this article to the same position he/she occupied prior to the leave.
2. The Board shall continue to pay the Board contribution to the current medical insurance plan and to STRS for the employee while he/she is on leave under this section.
3. The taking of a leave under this article shall not result in the loss of any employment benefit accrued prior to the date the leave commenced.

E. Medical Certification

The Board may require medical certification from a licensed physician as to the medical necessity for a leave under this article. Such certification will include a statement by the physician that the employee is unable to perform all the duties of his/her position, or that their presence is required to care for a seriously ill family member. This section shall be uniformly applied.

10.09 Catastrophic Leave Assistance Program

- A. The Washington County Career Center shall maintain a Catastrophic Leave Assistance Program that will allow individual employees to donate up to twenty-five (25) days of sick leave to each eligible applicant, during any school year. Employees with less than fifty (50) days of accumulated sick leave shall not be eligible to contribute.
- B. To qualify for the Catastrophic Leave Assistance Program, an employee must have experienced a personal catastrophic illness or injury or a member of the immediate family (spouse, child or parent) must have experienced a catastrophic illness or injury

and the employee must have exhausted his/her sick leave and personal leave. The Catastrophic Leave Assistance Program cannot be used beyond the end of the school year in which the application is made.

- C. Request for use of Catastrophic Leave Assistance Program will be considered on a case by case basis. A committee, composed of one (1) member appointed by the Association President, one (1) member appointed by the Board, and chaired by a mutually agreeable third member, will make a determination based on the following criteria:
1. The employee must have experienced a personal catastrophic illness or injury or a member of the immediate family (spouse, child, or parent) must have experienced a catastrophic illness or injury that has exhausted or will exhaust the employee's sick leave and personal leave.
 2. The total use of the Catastrophic Leave Assistance Program for the employee shall not exceed the current school year. A new application may be made in the following school year. However, the maximum use of the program for a catastrophic illness or injury shall not exceed 184 days of donated leave. The total use of the CLAP program for the employee's immediate family shall not exceed a maximum of twenty (20) days.
 3. All requests will be subject to the responses of the staff who wish to make donations to an individual approved by the committee.
 4. All donations of sick leave by staff members will remain confidential and should be submitted to the committee. The committee will submit the names and number of days to be deducted from each of the donating employees to the Treasurer. The Treasurer will only deduct donated days as they are used. Said notification is to be submitted ten (10) days prior to the payroll date.
 5. Activation of the program shall require consensus of the committee.

ARTICLE 11 COMPENSATION

11.01 Salary

- A. Effective July 1, 2011 of the school year 2011-12, the base salary for a degreed bargaining unit member with no experience will be \$32,441 (2%).
- B. Effective July 1, 2012, of the school year 2012-13, the base salary for a degreed bargaining unit member with no experience will be \$32,765 (1%).
- C. Effective April, 2013, Article 11.01 will be reopened for negotiation of salary and insurance effective July 1, 2013 of the school year 2013-2014.

11.02 Salary Index

Years Service	'C' Bachelor's/ Voc. License	'B' Associate Deg/ BA - 150 Semester Hrs.	'A' Master's	'AA' Master's + 15 Sem. Hrs.	'AAA' Master's + 30 Sem.Hrs.
0	1.0000	1.0400	1.0950	1.1500	1.2000
1	1.0400	1.0850	1.1450	1.2000	1.2500
2	1.0800	1.1300	1.1950	1.2500	1.3000
3	1.1225	1.1775	1.2450	1.3000	1.3500
4	1.1650	1.2250	1.2950	1.3500	1.4000
5	1.2075	1.2725	1.3450	1.4000	1.4500
6	1.2550	1.3250	1.4050	1.4600	1.5100
7	1.3025	1.3775	1.4650	1.5200	1.5700
8	1.3500	1.4300	1.5250	1.5800	1.6300
9	1.3975	1.4825	1.5850	1.6400	1.6900
10	1.4450	1.5350	1.6450	1.7000	1.7500
11	1.4925	1.5875	1.7050	1.7600	1.8100
12	1.5400	1.6400	1.7650	1.8200	1.8700
13	1.5875	1.6925	1.8250	1.8800	1.9300
27	1.6375	1.7475	1.8875	1.9450	2.0000

A. Column 'C'

Defined as a "Bachelor's Degree / Vocational License" Bargaining unit members employed with either a BA or a Vocational Teaching license/adult ed. instructor's license and without a BA.

B. Column 'B'

Defined as an earned Associate Degree or equivalent from an accredited institution and a 5-year professional vocational license/adult ed instructor's license or as a Bachelor's Degree with either 150 semester hours or has earned additional semester hours to a total of 150 hours after receiving their Bachelor's Degree.

C. Column 'A'

Defined as a Master's Degree related to education or the individual's area of certification.

D. Column 'AA'

1. Defined as 15 graduate semester hours beyond the Master's related to education, or the individual's area of certification, OR
2. Defined as Undergraduate hours (from a four-year degree granting college or university) directly related to the individual's area of certification. (No more than 1/2 of the 15 semester hours shall be undergraduate.)

E. Column 'AAA'

1. Defined as 30 graduate semester hours beyond the Master's related to education, or the individual's area of certification, OR
2. Defined as Undergraduate hours (from a four-year degree granting college or university) directly related to the individual's area of certification. (No more than 1/2 of the 30 semester hours shall be undergraduate.)

11.03 Pay Period

- A. The Board of Education agrees to provide the members of the bargaining unit twenty-six (26) payments on alternate Fridays through the calendar year.
- B. Whenever a pay date falls on a holiday, the members of the bargaining unit shall be paid on the last regularly scheduled school day prior to that holiday. During summer vacation, paychecks will be mailed on Thursday a.m. before the Friday payday. Staff can pick up their check on Friday, if they have made arrangements with the Treasurer before Thursday that week.
- C. The Board requires all employees to use direct deposit of payroll to a financial institution authorized by the bargaining unit member.
- D. When there is the necessity to extend one pay period to three weeks, the Treasurer is authorized to do so in the first 3-payday month after December.

11.04 Payroll Deductions

- A. The Board of Education of the Washington County Joint Vocational School District hereby authorizes salary deduction plans for the following:
 1. federal
 2. state
 3. local
 4. tax sheltered annuity
 5. retirement
 6. insurance-hospital (major medical)
 7. cancer insurance

8. professional dues (OEA/NEA/SEOEA department of OEA); and ACTE/National ACTE
9. employees option
10. United Way
11. credit union
12. West Virginia income tax

- B. All deductions shall be in a group of ten (10) or more before they will be considered by the Board except Numbers 1, 2, 3, 5, 8, 10, and 11.
- C. All salary deductions other than those required by the federal and state government will be deducted only upon written approval by the employee.
- D. The Treasurer's office shall be given thirty (30) days' notice of the beginning or ending of a salary deduction by an individual.
- E. Organizations, companies, or individuals desiring the school to establish a salary deduction plan must submit a desired plan to the Board for advance approval.

11.05 Professional Membership Dues of Advisors

The Board will pay the professional membership dues for each bargaining unit member to the student organization for which the bargaining unit member is an advisor.

- A. The Board of Education will pay chapter advisor(s) (maximum of 2) as follows: Skills USA Chapter Advisor - \$1,000; BPA Chapter Advisor - \$700; FFA Chapter Advisor - \$700; Student Council/National Honor Society - \$500. Staff members interested in a Chapter Advisor position will apply to the Director, who will supervise and evaluate all Chapter Advisors. Payment will be made in the first paycheck in June.

11.06 Professional Meetings, Conferences and Visitations

- A. Upon written approval of the Director and the Superintendent, release time with pay shall be granted for:
 1. Attendance at educational conferences by a bargaining unit member.
 2. Attendance at workshops, seminars and other professional improvement sessions, including observing in other schools.
 3. All professional trips requested out of state must be approved by the Director, Superintendent, and Board. These trips must be requested in writing by the third Monday preceding the activity. Following action by the Board at its next regular meeting, one copy of the application will be returned to the employee making the request, one copy to the Treasurer, and one to the Director.

4. Approval for all professional trips, conferences, or meetings sponsored by the State Department of Education, Division of Vocational and Adult Education, or other allied agencies within the state, may be determined by the Superintendent or his/her designee. Bargaining unit members' requests that are denied will have written reasons by the Superintendent or his/her designee within twenty-four (24) hours of denial which shall not be arbitrary or capricious.
 5. Any in-service training required by the Board or the State Department of Education shall not be counted as professional leave as outlined in this policy.
- B. Upon approval of Superintendent and Director:
1. Any bargaining unit member chaperoning student(s) to local, regional, state, or national level activities will be paid his/her regular daily rate each day of the activity held on a day when school is not in session. The Superintendent will determine the number of approved chaperones for each activity.
 2. Bargaining unit members who are members of the Association for Career and Technical Education shall, at board expense receive reimbursement expenses while attending the annual State ACTE Conference sponsored by ACTE in the summer.
 3. Except as modified by "D", bargaining unit members who are members of the sponsoring professional organization shall be granted the right to attend ACTE, National ACTE, OEA and NEA professional conferences and meetings and shall receive seventy-five (\$75.00) dollars per day and expenses while attending such functions during the school year, held on a nonschool day.
 4. The Board will not pay the Seventy-five Dollars (\$75) per day or expenses for Association delegates to representative or leadership conferences to OEA or NEA.

11.07 Use of Personal Automobile

- A. The Board will purchase excess liability insurance to cover employees voluntarily transporting students in their car to and from Board authorized activities approved by an administrator. Insurance will be a minimum of \$300,000 per person bodily injury and property damage.
- B. Bargaining unit members required to travel shall be reimbursed in accordance with the IRS mileage rate for use of their personal vehicle. A bargaining unit member will submit monthly expense vouchers to the Superintendent or his/her designee for approval and will be paid once each month.

11.08 Tuition Reimbursement

The following requirements must be met to be eligible for tuition reimbursement:

- A. All credit earned must be from an institution approved by the Ohio State Department of Education or at a technical college where approved relevant courses are offered.
- B. The Director, Superintendent, and Board if required (refer to 11.08 F), must authorize and approve all credit before payment is granted. Approved credit will be relevant to the professional development of the staff member.
- C. To be eligible for additional college credit payment, a professional staff member must have completed one (1) year in the District prior to receiving payment.
- D. Eligibility will also be based on the preparation and certification of the professional staff member. In order to be eligible the professional staff member must hold a teaching certificate or license in Ohio in the field or subject areas in which he/she is employed.
- E. All credit earned must be on file in the office of the Superintendent by September 30th of each school year. Payment must be made within thirty (30) days of receipt of written proof. If official transcripts cannot be filed by the above-mentioned date, a letter or grade report from the educational institution granting the credit verifying completion of the credit will be accepted until the official transcript is obtained.
- F. Reimbursement for more than forty (40) semester hours or sixty (60) quarter hours may be approved at the discretion of the Board of Education. Those hours must relate directly to area of specialization. Six years prior service at Washington County Joint Vocational School District is a necessity for consideration.
- G. The Board will provide tuition reimbursement to eligible bargaining unit members as follows:
 1. The Board shall appropriate a total amount of fifteen thousand dollars (\$15,000) each fiscal year to implement the tuition reimbursement article for bargaining unit members. Funds will be allocated equally between two (2) periods. The first allocation will be for eligible bargaining unit members taking and completing course work between July 1 and December 31. The second allocation period will be for taking and completing course work between January 1 and June 30. Any unused amount from the first allocation period will be added to the amount for the second allocation period.
 2. Stipends shall not exceed three hundred dollars (\$300) per quarter hour or four hundred fifty dollars (\$450) per semester hour. Stipends will not exceed the actual cost per credit hour including assessed student fees. Note: The \$5.00 cost per CEU will be removed from the LPDC by-laws.

3. Each bargaining unit member shall be initially limited to twelve (12) quarter or nine (9) semester hours per year.
 4. If funds still remain on June 30th, a bargaining unit member may apply to the committee for additional hours of reimbursement on a pro-rated basis by dividing the dollar amount remaining by the number of hours requested.
 5. A listing will be available in the Board office detailing the name, number of credit hours, and amount reimbursed for each bargaining unit member who has received or applied for tuition reimbursement during the current school year along with the dollars still available in the tuition reimbursement fund.
 6. Applications will not be accepted sooner than one (1) month prior to the beginning of the course and/or term. Applications will be approved according to the date and time of receipt in the Superintendent's office. In the event that applications for reimbursement exceed the remainder in the fund, consideration will first be given to those who have not previously been approved for reimbursement in the current fiscal year.
 7. A standing committee of two (2) bargaining unit members appointed by the Association President and one (1) member, appointed by the Superintendent, will screen the candidates, make the selections and establish procedures for administering the provisions of this article.
- H. Newly employed vocational instructors who do not possess a Bachelor's Degree shall be eligible to receive up to two thousand dollars (\$2,000) per year for the first four (4) years of employment to be used for courses necessary to obtain their provisional teaching license. Unused monies in one year may be rolled over into the consecutive year during the four (4) year period.

11.09 Board Pickup of Employee Contributions to STRS

- A. For purpose of this section, total annual salary per pay period for each bargaining unit member shall be the salary otherwise payable under this agreement and their contracts. The total annual salary and salary per pay period of each bargaining unit member shall be payable by the Board in two parts: (1) deferred salary and (2) cash salary. A bargaining unit member's deferred salary shall be equal to that percentage of said bargaining unit member's total annual salary or salary per pay period which is required from time to time by the State Teachers Retirement System (STRS) to be paid as a bargaining unit member contribution by said member and shall be paid by the Board to STRS on behalf of said members as follows:

<u>Pickup on Pickup</u>	<u>Salary Reduction</u>
(Assume & Paid by Board)	
1994-95 2%	Balance of Member's Contribution
and to continue thereafter	

-
- B. The Board shall compute and remit its bargaining unit member contributions to STRS based upon total annual salary, including the "pickup." The Board shall report for federal and State income tax purposes as a bargaining unit member's gross income said member's total annual salary less the amount of the "pickup." The Board shall report for municipal income tax purposes as a bargaining unit member's gross income said member's total annual salary, including the amount of the "pickup." The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.
 - C. The Treasurer shall implement the provisions of this section effective July 1, 1994, and shall apply to all compensation including supplemental earnings beginning with the first pay period for the 1994-95 contract(s).
 - D. Board pickup shall terminate immediately if deemed illegal by a court of competent jurisdiction or by the Internal Revenue Service.
 - E. The Board shall compute and remit all applicable contributions to STRS based upon annual salary and/or earned compensation which includes the amount of the pickup computed therein.
 - F. The pickup percentage shall apply uniformly to all employees of the bargaining unit and no employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pickup.
 - G. The salary schedule will be used for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absences, and for all other purposes of compensation.

11.10 Severance Pay

- A. Retirement shall be defined as actual retirement as having been approved for retirement benefits under the State Teachers' Retirement System. Bargaining unit members who elect to retire shall be paid a lump sum equal to the percentages as stated below of total accrued but unused sick leave credit:
 - 1. Less than fifteen (15) years of service in the Washington County Joint Vocational School District - 25% of total accrued but unused sick leave to a maximum of sixty-eight (68) days paid.
 - 2. Fifteen (15) or more years of service in the Washington County Joint Vocational School District - 30% of total accrued but unused sick leave to a maximum of eighty-one (81) days paid.
 - 3. Such payment shall be based upon the employee's daily rate of pay at the time of retirement exclusive of overtime or supplementary pay.

4. Any employee having reached his/her maximum sick leave accumulation of two hundred seventy (270) days, will receive one additional severance day added to the maximum allowed for each year the employee has a two hundred seventy (270) day sick leave accumulation on the last of the school year.
- B. Payment for such leave on this basis shall be considered to eliminate all sick leave credit accrued by the bargaining unit member. Such payment shall be made only once to any bargaining unit member. Bargaining unit members must request severance pay on the form provided by the Board. Each bargaining unit member who has elected to retire will receive his/her severance pay in his/her final paycheck from the Board. A bargaining unit member may, upon notification to the treasurer, have his/her severance pay placed in an annuity or IRA.
- C. In case of death of an employee, the severance pay to which the deceased employee would have been entitled shall be paid in accordance with Section 2113.04 of the Ohio Revised Code.

11.11 State Mandated Background Check

The Board shall reimburse those teachers renewing a five (5) year license up to thirty dollars (\$30.00) for the cost of the required criminal background check. The reimbursement will be made within 30 calendar days of the Board's receipt of evidence that the employee has paid for his/her background check.

**ARTICLE 12
INSURANCE**

12.01 Term Life Insurance

The Board will provide at its expense term life insurance of \$50,000 with accidental death and dismemberment benefits. Full-time employee means a person holding a regular limited or continuing contract.

12.02 Health Plan Programs

The Board will provide two different health plan programs as described in Addendum A. Bargaining unit members shall have the option of selecting one of the health plan programs as follows:

- A. Option A: The Board will pay eighty-five percent (85%) of single plan and eighty-five percent (85%) of the family plan for employees electing to take the plan referred to as Option A.

B. Option C: The Board will pay ninety-five percent (95%) of single plan and ninety-five percent (95%) of the family plan for employees electing to take the Health Savings Account plan referred to as Option C. The Board shall deposit \$41.67 the first and second pay of each month (\$1,000 annually) for each single plan and \$62.50 the first and second pay of each month (\$1,500 annually) for each family plan into the Health Savings Account for each pay the employee is enrolled in the Option C health plan.

C. Employees will have the right to select and enroll in any one of the two optional plans, annually. Bargaining unit members who wish to change plans shall notify the treasurer no later than December 1st for a plan change effective January 1st of any year. Employees may enroll during the plan year if they meet the established criteria.

The Association agrees to change to Medical Mutual of Ohio and the consortium conditioned on the \$10 co-pay charge for urgent care (Physicians Care). Enrollment will occur by August 1, 2007.

12.03 Health Care Committee

A seven (7) member Health Care Committee shall be established upon agreement of this contract and maintained with four (4) representatives appointed by the bargaining unit and three (3) representatives appointed by the Board. The purpose of the Health Care Committee shall be to improve the quality of health care and lower the cost of health insurance for all enrollees of the health insurance plan. The duties of this committee shall be to review and analyze all pertinent health care and health insurance information. The committee's area of review may include, but is not limited to, the following:

- Review of current plan provisions and proposals for any modification in the benefit plans and/or providers;
 - Recommendation of any health insurance education programs for current and potential enrollees; and
 - Review of any additional cost containment measures that may alter the delivery of health care services, while maintaining quality.
- A. In the event that consensus cannot be reached as to plan modifications during the time the contract is in effect, the current plan shall remain in effect. If consensus as to plan modifications or changes occurs, the new proposal(s) shall be submitted to both sides for ratification.
- B. The Board shall provide the Committee with information on bargaining unit claims and experience, financial reports and other data that they are able to obtain as requested by the Committee. The Committee shall determine the duration and frequency of all regular meetings. An annual written update of the Committee's work shall be provided to the bargaining unit and the Board.

12.04 Dental Insurance

The Board will provide at full cost the premium for dental insurance for all bargaining unit members as outlined below:

Specifications:

Maximum Benefits per Covered Person
100% Diagnostic and Preventative
80% Basic Restorative and Routine Dental Services
60% Major Restorative, \$1,500 per calendar year maximum
50% Orthodontic Services, lifetime maximum \$1,500

\$25 deductible, single
\$75 deductible, family

12.05 Vision Insurance

The Board will provide group vision insurance and pay the composite rate for Plan II, individual and family protection, through the Vision Services Plan or for a plan that is the same as or better than the plan in effect during the 2002-2005 contract.

12.06 Prescription Safety Glasses

The Board will supply, annually, prescription safety glasses for all bargaining unit members who are required to wear them. All prescription safety glasses will be obtained from the same optometrist at the lowest price possible. Annually, by September 30, the Board will approve an optometrist where eligible bargaining unit members may obtain safety glasses.

**ARTICLE 13
MANAGEMENT RIGHTS**

13.01 Board Reserves Management Rights

Except as specifically abridged, delegated, granted or modified by a specific and express term of this agreement, the Board hereby retains and reserves to itself and the administration without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in them of the laws and the constitution of the State of Ohio, including but not limited to management's right to: determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy as the functions and programs of the Board, standards of service, its overall budget, utilization of technology, and organizational structure; hire, assign, direct, schedule, supervise, and evaluate bargaining unit members; maintain and improve the efficiency and effectiveness of school operations; determine the methods, processes, means and personnel by which school operations are to be conducted; suspend, discipline, demote, or terminate bargaining unit members for just cause; lay off, non-renew, transfer, promote, or retain

bargaining unit members; determine the adequacy of the work force; determine the overall mission of the school district as an educational unit; effectively manage the work force; take actions to carry out the mission of the school district; determine the work hours of bargaining unit members and the instructional hours for pupils; and direct, assign, and schedule pupils.

**ARTICLE 14
ASSOCIATION RIGHTS**

14.01 Association Rights

There will be no reprisals taken against any bargaining unit member by reason of his/her membership or non-membership in the Association. Furthermore, the Board authorizes the Washington County Career Center Teachers Association:

- A. To use the facilities of any building for meetings and Association business, without fee, upon notification to the administrator in charge of such building. Permission to use facilities shall be given as long as it does not interfere with any previously authorized activity in said building.
- B. To use the inter-school mail system to distribute Association bulletins, newsletters or other communications of a general nature.
- C. To use two (2) bulletin boards exclusively for Association business.
- D. None of the rights set forth above shall be exercised in a way as to interfere with teaching duties.
- E. The Board shall provide one staff workroom in the DCB Building and one staff workroom in the Annex Building.

14.02 Fair Share Fee

A. Payroll Deduction of Fair Share Fee

The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain a member of the Washington County Career Center Teachers Association, a fair share fee for the Association's representation of such non-member during the term of this contract. No non-member 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.

B. Notification of the Amount of Fair Share Fee

Notice of the amount of the annual fair share fee, (which shall not be more than one hundred percent (100%) of the unified dues of the Association) shall be transmitted by the Association to the Treasurer of the Board on or about September 15 of each year during the term 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.

C. Schedule of Fair Share Fee Deductions

1. All Fair Share Fee Payors

Payroll deduction of such annual fair share fees shall commence on the first (1st) pay date which occurs on or after January 15th annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date or after the later of:

(a) Sixty (60) days employment in a bargaining unit position or

(b) January 15th.

2. Upon Termination of Membership during the Membership Year

The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be annual fair share fee less the amount previously paid through payroll deduction. The deduction of said amount shall commence on the first (1st) pay date occurring on or after forty-five (45) days from the termination of membership.

D. Transmittal of Deductions

The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

E. Procedure for Rebate

The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09 (C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

F. Entitlement of Rebate

Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

**ARTICLE 15
COMMITTEES**

15.01 Building Council: A council of teachers and administrators shall be assembled to discuss any relevant matter deemed to be worthy of concern by either the teaching staff or the administration. Teacher members of said council shall be appointed by the Association President to represent both academic and vocational areas and shall not exceed four (4) persons. Administration members shall be appointed by the Superintendent and shall also be limited to four (4) persons. Meetings shall be held at least quarterly, but special meetings can be called and scheduled meetings can be cancelled upon mutual agreement of both parties. Either party may initiate a meeting. Prior to any meeting of the council, an agenda will be drawn up and made available to both parties.

15.02 LPDC (Local Professional Development Committee)

A. The makeup of the LPDC shall consist of at least three bargaining unit members, selected by the Association President with ratification by vote of the membership, and two administrative personnel, appointed by the Superintendent. Association members of this committee shall serve three (3) year alternating terms with one member being replaced annually.

B. Meetings will be held after regular school hours at a date and time to be established by the members. Members will be paid as defined in Section 7.04.

C. The Board will provide training for all LPDC members with the provisions of 15.02 B in force.

F. The Board will provide a permanent storage area for all LPDC materials.

15.03 Student Handbook Committee

The Association President shall appoint bargaining unit members to serve on a committee to review the student handbook which will include student discipline policy. The composition of this committee shall be three (3) from the administration and three (3) from the bargaining unit. The committee shall be subject to call by the Superintendent or his/her designee.

ARTICLE 16
TERMS OF AGREEMENT

16.01 Consistency with Law

If any specific provision of this agreement is invalidated by court ruling or subsequent change in the law, the parties shall, upon written request of either party, negotiate in good faith regarding any necessary change in this agreement.

16.02 Entire Agreement

This agreement supersedes all previous oral and written agreements between the Board and the Association.

16.03 Agreement May Be Amended

This agreement may be amended by mutual written consent of both parties.

16.04 Conflict in Board Policy

The Board shall adopt its policies as may be necessary to give full force and effect to this agreement. Should there be a conflict between this agreement and any policy, then the terms of this agreement shall prevail.

16.05 Copies of the Agreement

A. Copies of this agreement shall be printed at Board expense and distributed to each bargaining unit member no later than the first in-service day. Each bargaining unit member hired thereafter also shall receive a copy. The bargaining unit shall be supplied with an additional twenty (20) copies. Any revisions or amendments also shall be printed at Board expense and distributed to each bargaining unit member.

B. This agreement shall be printed in 8 1/2" x 5 1/2" paperback edition and shall be competitively bid.

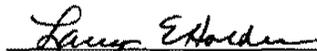
16.06 Terms of Agreement

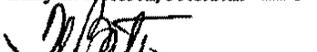
Terms of agreement shall be effective July 1, 2011 and continue until June 30, 2014 following ratification by the Washington County Career Center Teachers' Association and the Washington County Career Center Board of Education.

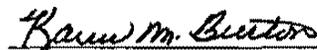
ARTICLE 17
SIGNATURES

17.01 IN WITNESS WHEREOF, The parties hereto have set their hands at Marietta, Ohio this 10th day of May, 2011.

Washington County Joint Vocational
School District Board of Education


Larry E. Holdren, President - ESC


Tammy Bates - Fort Frye


Karen Burton - Marietta

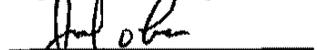

Rod Hineman - Belpre


Neil Huck - Waterford


Jeffrey Lauer - Marietta


Debbie West - Warren

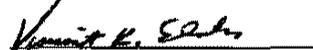

Roger L. Bartsack, Superintendent


Joseph O. Crone, Treasurer

Washington County Career Center
Teachers' Association


Evan Schaad, President


Kenneth J. Gelhart


Vincent K. Elder

Bd. Approved: 5/12/11
Resolution # 65-11

WASHINGTON COUNTY IVS SALARY SCHEDULE
 2011-2012 Teachers Salary Schedule effective 7/1/2011

YRS. EXP.	C	B	A	AA	AAA
	BACHELOR / VOC. LICENSE	ASSOC. DEGREE/ BA - 150 SEM. HRS.	MASTER'S	MASTER'S + 15 SEM. HRS.	MASTER'S + 30 SEM. HRS.
0	32,441 1.0000	33,739 1.0400	35,523 1.0950	37,307 1.1500	38,929 1.2000
1	33,739 1.0400	35,198 1.0850	37,145 1.1450	38,929 1.2000	40,651 1.2500
2	35,036 1.0800	36,658 1.1300	38,767 1.1950	40,551 1.2500	42,173 1.3000
3	36,415 1.1225	38,199 1.1775	40,389 1.2450	42,173 1.3000	43,795 1.3500
4	37,794 1.1650	39,740 1.2250	42,011 1.2950	43,795 1.3500	45,417 1.4000
5	39,173 1.2075	41,281 1.2725	43,633 1.3450	45,417 1.4000	47,039 1.4500
6	40,713 1.2550	42,984 1.3250	45,580 1.4050	47,364 1.4600	48,986 1.5100
7	42,254 1.3025	44,687 1.3775	47,526 1.4650	49,310 1.5200	50,932 1.5700
8	43,795 1.3500	46,391 1.4300	49,473 1.5250	51,257 1.5800	52,879 1.6300
9	45,336 1.3975	48,094 1.4825	51,419 1.5850	53,203 1.6400	54,825 1.6900
10	46,877 1.4450	49,797 1.5350	53,365 1.6450	55,150 1.7000	56,772 1.7500
11	48,418 1.4925	51,500 1.5875	55,312 1.7050	57,096 1.7600	58,718 1.8100
12	49,959 1.5400	53,203 1.6400	57,258 1.7650	59,043 1.8200	60,665 1.8700
13	51,500 1.5875	54,906 1.6925	59,205 1.8250	60,989 1.8800	62,611 1.9300
27	53,122 1.6375	56,691 1.7475	61,232 1.8875	63,098 1.9450	64,882 2.0000

WASHINGTON COUNTY JVS SALARY SCHEDULE
 2012-2013 Teachers Salary Schedule effective 7/1/2012

YRS. EXP.	C	B	A	AA	AAA
	BACHELOR / VOC. LICENSE	ASSOC. DEGREE/ BA - 150 SEM. HRS.	MASTER'S	MASTER'S + 15 SEM. HRS.	MASTER'S + 30 SEM. HRS.
0	32,765 1.0000	34,076 1.0400	35,878 1.0850	37,680 1.1500	39,318 1.2000
1	34,076 1.0400	35,550 1.0850	37,516 1.1450	39,318 1.2000	40,956 1.2500
2	35,386 1.0800	37,024 1.1300	39,154 1.1950	40,956 1.2500	42,595 1.3000
3	36,779 1.1225	38,581 1.1775	40,792 1.2450	42,595 1.3000	44,233 1.3500
4	38,171 1.1650	40,137 1.2250	42,431 1.2950	44,233 1.3500	45,871 1.4000
5	39,564 1.2075	41,693 1.2725	44,069 1.3450	45,871 1.4000	47,509 1.4500
6	41,120 1.2550	43,414 1.3250	46,035 1.4050	47,837 1.4600	49,475 1.5100
7	42,676 1.3025	45,134 1.3775	48,001 1.4650	49,803 1.5200	51,441 1.5700
8	44,233 1.3500	46,854 1.4300	49,967 1.5250	51,769 1.5800	53,407 1.6300
9	45,789 1.3975	48,574 1.4825	51,933 1.5850	53,735 1.6400	55,373 1.6900
10	47,345 1.4450	50,294 1.5350	53,898 1.6450	55,701 1.7000	57,339 1.7500
11	48,902 1.4925	52,014 1.5875	55,864 1.7050	57,666 1.7600	59,305 1.8100
12	50,458 1.5400	53,735 1.6400	57,830 1.7650	59,632 1.8200	61,271 1.8700
13	52,014 1.5875	55,455 1.6925	59,796 1.8250	61,598 1.8800	63,236 1.9300
27	53,653 1.6375	57,257 1.7475	61,844 1.8875	63,728 1.9450	65,590 2.0000

Grievance No. _____

GRIEVANCE REPORT FORM

Distribution of Form

- 1. Supervisor
- 2. Superintendent
- 3. Association
- 4. Teacher

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Name(s) of Grievant(s)

Date Filed

LEVEL I, FORMAL

A. Date Cause of Grievance Occurred: _____

B. 1. Statement of Grievance: _____

2. Relief Sought: _____

Signature

Date

C. Disposition by Supervisor: _____

Supervisor

Date

LEVEL II

A. Position of Grievant and/or Association: _____

Signature

Date

B. Date received by Superintendent or Designee _____

C. Disposition by Superintendent or Designee: _____

Superintendent

Date

LEVEL III

A. Position of Association: _____

Signature

Date

B. Date Submitted to Arbitration _____

C. Disposition and Award of Arbitrator: _____

Arbitrator

Date

Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	26	
Blood Pint Deductible	Removal upon end of calendar year	
Pre-Existing Condition Waiting Period	0 Pints	
(does not apply to members under the age of 19)	Initial Group Waiver, All Others: 6-12	
Overall Annual Benefit Period Maximum	\$5,000,000	
Benefit Period Deductible – Single/Family ¹	\$250 / \$500	\$500 / \$1,000
Coinsurance	100%	80%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	None	\$1,700 / \$3,100
Physician/Office Services		
Office Visit (Illness/Injury)	\$10 copay, then 100%	80% after deductible
Urgent Care Office Visit	\$10 copay, then 100%	\$10 copay, then 100%
Surgical Services in Physicians Office	100%	80% after deductible
All Immunizations	100%	80% after deductible
Allergy Testing	100%	80% after deductible
Allergy Treatments	\$5 copay, then 100%	80% after deductible
Preventative Services, in accordance with state and federal law		
Routine Physical Exams (Age 21 and over)	100%	80% after deductible
Well Child Care Services including Exam and Immunizations (Birth to Age 21)	100%	80% after deductible
Well Child Care Laboratory Tests (To Age 21)	100%	80% after deductible
Routine Vision Exams (includes Refraction, Age 21 and over)	100%	80% after deductible
Routine Hearing Exams (Age 21 and over)	100%	80% after deductible
Routine Mammogram (One per benefit period)	100%	80% after deductible
Routine Pap Test (One per benefit period)	100%	80% after deductible
Routine Laboratory, X-ray and Medical Tests (All Ages)	100%	80% after deductible
Routine Endoscopic Services (All Ages)	100%	80% after deductible
Outpatient Services		
Surgical Services (other than a physician's office)	100% after deductible	80% after deductible
Diagnostic Services other than diagnostic Mammogram	100% after deductible	80% after deductible
Diagnostic Mammogram	\$10 copay then 100%	
Physical Therapy – Professional and Facility (20 visits per benefit period)	Professional - \$10 copay, then 100%; Facility – 100% after deductible	80% after deductible
Occupational Therapy – Professional and Facility (20 visits per benefit period)	Professional - \$10 copay, then 100%; Facility – 100% after deductible	80% after deductible
Chiropractic Therapy – Professional Only (12 visits per benefit period)	\$10 copay, then 100%	80% after deductible
Speech Therapy – Facility and Professional (20 visits per benefit period)	Professional - \$10 copay, then 100%; Facility – 100% after deductible	80% after deductible
Cardiac Rehabilitation	100% after deductible	80% after deductible
Emergency use of an Emergency Room ⁴	\$150 copay, then 100%	100%
Non-Emergency use of an Emergency Room ⁴	\$150 copay, then 100%	\$150 copay, then 80%

L10M1 Med AN Plus Access SMP Example.doc

Benefits	Network	Non-Network
Inpatient Facility		
Semi-Private Room and Board	100% after deductible	80% after deductible
Inpatient Physical Rehabilitation in a Freestanding Rehabilitation Hospital (60 days per benefit period)	100% after deductible	80% after deductible
Diagnostic Services	100% after deductible	80% after deductible
Professional Services	100% after deductible	80% after deductible
Maternity	100% after deductible	80% after deductible
Skilled Nursing Facility (Limited to 90 days per benefit period)	100% after deductible	80% after deductible
Additional Services		
Ambulance	100% after deductible	100%
OP Diabetic Education and Training	\$10 copay then 100%	80% after deductible
Durable Medical Equipment, Prosthetic Appliances and Orthotic Devices (REMOVE \$ limit)	100% after deductible	80% after deductible
Home Healthcare (90 visits per benefit period)	100% after deductible	80% after deductible
Hospice	100% after deductible	100%
Organ Transplants	100% after deductible	50% after deductible
Weight Loss Surgical Services including complications from Weight Loss Surgery	Not Covered	Not Covered
Private Duty Nursing	100% after deductible	80% after deductible
Mental Health and Substance Abuse - Federal Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits. (Effective 5/1/10)	
Outpatient Mental Health and Substance Abuse Services		

Note: Services requiring a copayment are not subject to the single/family deductible

Non-Contracting and Facility Other Providers will pay the same as Non-Network

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's insurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

¹Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies.

²The office visit copay applies to the cost of the office visit only.

³Preventive Services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.

⁴Copay waived if admitted.

⁵The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.

10041 Mainline ACCARE SHIP Example.doc

 Washington County Career Center Prescription Drug Program¹		
Benefits	Copay	Day Supply
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	Same as Medical	
Formulary Retail Program with Oral Contraceptive Coverage¹		
Generic Copayment	\$10	30
Formulary Copayment	\$20	30
Non-Formulary Copayment	\$30	30
Diabetic Supplies ²	\$0	30
Asthmatic Supplies ³	\$0	30
Formulary Mail Order Program with Oral Contraceptive Coverage¹		
Generic Copayment	\$20	90
Formulary Copayment	\$40	90
Non-Formulary Copayment	\$60	90
Diabetic Supplies ²	\$0	90
Asthmatic Supplies ³	\$0	90

Note: In an effort to continue our commitment to quality care and help contain the increasing cost of prescription drug coverage, a formulary feature is included in your prescription drug benefit. A formulary drug is a FDA approved prescription medication reviewed by an independent Pharmacy and Therapeutics Committee brought together by Medco Health Solutions, Inc. Formulary drugs can assist in maintaining quality care while meeting your plan's cost containment objectives.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

¹Includes Rx Selections® Drug List: A list of drugs on the Rx Selections® formulary will be used.

²Includes over-the-counter items, as well as insulin, syringes and needles, glucose monitors, meters or glucocheck

³Includes Replacement bags, Peak Flow Meters and Inhalation Spacers only.

10042 Mert AM RX.doc

 Washington County Career Center Plan "C" SuperMed Plus HSA Eff 07/01/2011 - Non-Grandfathered changes 		
Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	26 Removal upon end of calendar year	
Blood Pint Deductible	0 Pints	
Pre-Existing Condition Waiting Period (does not apply to members under the age of 18)	Initial Group Waiver, All Others: 6-12	
Overall Annual Benefit Period Maximum	\$5,000,000	
Benefit Period Deductible – Single/Family ¹	\$2,000 / \$4,000	\$4,000 / \$8,000
Coinurance	100%	70%
Coinurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family ²	None	\$4,000 / \$8,000
Physician/Office Services		
Office Visit (Illness/Injury)	100% after deductible	70% after deductible
Urgent Care Office Visit	100% after deductible	70% after deductible
Surgical Services in Physicians Office	100% after deductible	70% after deductible
All Immunizations	100% after deductible (Medically Necessary); 100% (Routine)	70% after deductible
Allergy Testing	100% after deductible	70% after deductible
Allergy Treatments	100% after deductible	70% after deductible
Preventative Services, in accordance with state and federal law³		
Routine Physical Exams (Age 21 and over)	100%	70% after deductible
Well Child Care Services Including Exam and Immunizations (To age 21)	100%	70% after deductible
Well Child Care Laboratory Tests (To age 21)	100%	70% after deductible
Routine Vision Exams (Includes Refraction) (Age 21 and over)	100%	70% after deductible
Routine Hearing Exams (Age 21 and over)	100%	70% after deductible
Routine Mammogram (One per benefit period)	100%	70% after deductible
Routine Pap Test (One per benefit period)	100%	70% after deductible
Routine Laboratory, X-ray and Medical Tests (All Ages)	100%	70% after deductible
Routine Endoscopic Services (All Ages)	100%	70% after deductible
Outpatient Services		
Surgical Services (other than a physician's office)	100% after deductible	70% after deductible
Diagnostic Services	100% after deductible	70% after deductible
Physical Therapy – Professional and Facility (20 visits per benefit period)	100% after deductible	70% after deductible
Occupational Therapy – Professional and Facility (20 visits per benefit period)	100% after deductible	70% after deductible
Chiropractic Therapy – Professional Only (12 visits per benefit period)	100% after deductible	70% after deductible
Speech Therapy – Facility and Professional (20 visits per benefit period)	100% after deductible	70% after deductible
Cardiac Rehabilitation	100% after deductible	70% after deductible
Emergency use of an Emergency Room	100% after deductible	
Non-Emergency use of an Emergency Room	100% after deductible	70% after deductible

L0041 Med All Plus Access BHP Example.doc

Benefits	Network	Non-Network
Inpatient Facility		
Semi-Private Room and Board	100% after deductible	70% after deductible
Inpatient Physical Rehabilitation in a Freestanding Rehabilitation Hospital (90 days per benefit period)	100% after deductible	70% after deductible
Diagnostic Services	100% after deductible	70% after deductible
Professional Services	100% after deductible	70% after deductible
Maternity	100% after deductible	70% after deductible
Skilled Nursing Facility (90 days per benefit period)	100% after deductible	70% after deductible
Additional Services		
Ambulance	100% after deductible	70% after deductible
Diabetic Education and Training	100% after deductible	70% after deductible
Durable Medical Equipment including Prosthetic Appliances and Orthotic Devices (Remove \$ limit)	100% after deductible	70% after deductible
Home Healthcare (Limited to 90 visits per benefit period)	100% after deductible	70% after deductible
Hospice	100% after deductible	70% after deductible
Organ Transplants	100% after deductible	70% after deductible
Weight Loss Surgical Services including complications from Weight Loss Surgery	Not Covered	Not Covered
Private Duty Nursing	100% after deductible	70% after deductible
Prescription Drug¹ – Oral Contraceptives, Diabetic Supplies and Asthmatic Supplies Included		
Retail – 90 Day Supply		
Home Delivery – 90 Day Supply	100% after deductible	
Mental Health and Substance Abuse – Federal Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits. (Effective 5/1/10)	
Outpatient Mental Health and Substance Abuse Services		

Note: Services requiring a copayment are not subject to the single/family deductible.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Deductible expenses incurred for services by a network provider will only apply to the network deductible out-of-pocket limits. Deductible expenses incurred for services by a non-network provider will only apply to the non-network deductible out-of-pocket limits.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

¹Maximum family deductible. Family deductible must be met before benefits are provided on a family contract. The single deductible applies to single contracts.

²Maximum family coinsurance out-of-pocket. Family coinsurance out-of-pocket must be met before all benefits are paid at 100% on a family contract. The single coinsurance out-of-pocket applies to single contracts.

³Failure to present an ID card may result in decreased benefits.

Diabetic Supplies includes: over-the-counter items, as well as insulin, syringes and needles, glucose monitors, meters or glucometer. Asthmatic Supplies includes Replacement bags, Peak Flow Meters and Inhalation Spacers only.

⁴Preventative services include evidence-based services that have a rating of "A" or "B" in the United States Preventative Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.

LD041 Med Mutual Blue Access S&P Indemnity.doc

MEMORANDUM OF UNDERSTANDING

We understand that to be a viable and coherent organization, occasional staff meetings are of critical importance. We further understand the difficulty of finding time for meetings given our current schedule which places all planning time at the end of the school day. Therefore, the Washington County Career Center Teachers' Association hereby acknowledges the necessity of holding staff meetings during teacher planning time. Such meetings shall not extend beyond the regular school day. Such meetings shall be announced at least one working day in advance. In return for meeting during planning time, teachers shall be granted a 50 minute early release on the last working day of each week. It is further understood that a change in the daily class schedule shall be cause to consider this Memorandum null and void. Nothing contained herein shall be construed to mean that teachers can be denied a daily, uninterrupted planning period except those occasions when staff meetings have been called. This Memorandum of Understanding shall supersede the final sentence of Article 7.02 for the duration of the current Agreement.

Lacey E. Ebbesen, President of the Board
David H. [Signature], Superintendent
Charles E. Torrey, President of the Teachers' Association
5/15/09 Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made this 17th day of November 2009 by and between the Washington County Career Center Teachers Association (Association) and the Washington County Career Center Board of Education (Board).

Whereas the state legislature has enacted H.B. 1, changed the mentoring requirements for new teachers; and

Whereas, during the phase in of the new mentoring requirements each school district is responsible to provide a resident educator program for each beginning teacher; and

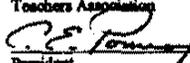
Whereas, the Board and Association have mutually agreed to amend the negotiated agreement to address this new requirement;

Now, therefore, the Board and Association hereby agree as follows:

RESIDENT EDUCATOR YEAR PROGRAM

- A. The Resident Educator Program is intended to provide a formal program of positive support, foster professional growth, and prepare all beginning teachers for the formative and summative assessment. A Beginning Teacher is defined as any bargaining unit member who is new to the profession and is employed under a 2-year provisional teaching license or a 4-year Resident Educator license. The Resident Educator and assessment do not replace the negotiated employment evaluation.
- B. In order to serve as a Mentor, a bargaining unit member must have a 5-year license and must receive the mentoring training offered by the State.
- C. Bargaining unit members serving as Mentors will be released from their duties to observe the new teacher they are mentoring as needed. Substitutes will be provided during these released times. Mentors will request release time in advance.
- D. Mentors shall communicate directly with the Beginning Teacher and shall hold all information in confidence. All interaction, written or verbal, between the mentor teacher and entry year teacher shall be confidential information. Confidentiality shall not apply to communication regarding felonious or illegal behaviors. No Mentor Teacher shall participate in any formal or informal contractual evaluation of a Beginning Teacher.
- E. Teachers serving as Mentors will be expected to maintain a log indicating the dates and times of meetings.
- F. Teachers serving as Mentors will be paid a stipend of \$1,000.00 per year for each Mentee to whom they are assigned. This stipend shall be paid upon completion of the program requirements listed above, and fulfillment of any obligations upon the Mentor laid down by the Department of Education. Payment of said stipend shall not be contingent upon the Mentee's successful completion of the program or attainment of license.

This Memorandum of Understanding has been reviewed by both parties and becomes effective upon ratification by the Association and approval of the Board. By executing this agreement, each party represents to the other that each understands completely the terms and conditions of this agreement and that no representations, inducements, promises, covenant, or agreement have been made except as set forth herein.

Washington County Career Center
 Teachers Association

 President
 Nov 9, 2009
 Date

Washington County Career Center Board of
 Education

 For the Board
 Nov 19, 2009
 Date

Ed. Approved: 11/17/09 Resolution #152-09