



02/01/12
11-MED-02-0126
1237-01
K28371

NEGOTIATED AGREEMENT

between the

KNOX COUNTY CAREER CENTER BOARD OF EDUCATION

and the

KNOX COUNTY CAREER CENTER STAFF ASSOCIATION

TEACHERS

for the period
July 1, 2011 through June 30, 2014

TABLE OF CONTENTS

ARTICLE I.	RECOGNITION-BARGAINING PROCEDURES	1
ARTICLE II.	ASSOCIATION RIGHTS	6
ARTICLE III.	FAIR PRACTICES.....	7
ARTICLE IV.	GRIEVANCE PROCEDURE	8
ARTICLE V.	EVALUATION.....	10
ARTICLE VI.	FAIR DISMISSAL	12
ARTICLE VII.	PERSONNEL FILE.....	13
ARTICLE VIII.	COMMUNITY COMPLAINT PROCEDURE.....	14
ARTICLE IX.	LEAVES	14
ARTICLE X.	TEACHING CONDITIONS	19
ARTICLE XI.	ASSIGNMENT, TRANSFER, VACANCY AND PROMOTION.....	21
ARTICLE XII.	REDUCTION IN FORCE	22
ARTICLE XIII.	EMPLOYMENT CONTRACTS	25
ARTICLE XIV.	TERMINATION OF PROGRAMS	26
ARTICLE XV.	FRINGE BENEFITS	27
ARTICLE XVI.	SEVERANCE PAY UPON RETIREMENT.....	32
ARTICLE XVII.	SENIORITY	33
ARTICLE XVIII.	SALARY	34
ARTICLE XIX.	NO STRIKE	35

ARTICLE XX. PROVISIONS CONTRARY TO LAW 35

ARTICLE XXI. HEALTH AND SAFETY 35

ARTICLE XXII. DURATION OF AGREEMENT 36

APPENDIX A SALARY SCHEDULE 2011-2012..... 37

APPENDIX B SALARY SCHEDULE 2012-2013..... 38

APPENDIX C SALARY SCHEDULE 2013-2014 39

ARTICLE I. RECOGNITION-BARGAINING PROCEDURES

A. RECOGNITION

1. Recognition of the Association

The Knox County Career Center Board of Education, hereinafter referred to as the Board, recognizes the Knox County Career Center Staff Association, an affiliate of the Ohio Education Association and the National Education Association, hereinafter referred to as the KCCCSA, as the sole and exclusive collective bargaining agent for members of the bargaining unit which shall be defined as all full-time certified/licensed teachers, counselors, or other professionals under regular contract and employed by the Board, excluding adult education employees, management level employees, confidential employees and supervisors, as defined in Section 4117.01 of the Ohio Revised Code.

2. Decertification of the Association

The KCCCSA may be decertified as bargaining agent pursuant to the provisions of Chapter 4117 of the Ohio Revised Code.

3. Right To Fair Share Fee

a. Employees within the bargaining unit have the right freely to organize, join, and support any organization for their professional and/or economic improvement, and to refrain therefrom, without intimidation or coercion, and membership in any organization shall not be required as a condition of employment, or continued employment. However, those employees in the bargaining unit who are not members of the KCCCSA shall be required to pay a Fair Share Fee which shall be deducted from their pay by the Board. Such Fair Share Fees shall be subject to all requirements of Section 4117.09(C) of the Ohio Revised Code.

b. 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 members of the KCCCSA, a fair share fee for the KCCCSA's representation of such non-members 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 KCCCSA's work in the realm of collective bargaining.

c. Notification of the Amount of Fair Share Fee

Notice of the amount of the annual fair share fee (which shall not be more than 100% of the unified dues of the KCCCSA) shall be transmitted by the KCCCSA 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 KCCCSA.

d. Schedule of Fair Share Fee Deductions

Payroll deduction of such annual fair share fees shall commence on the first pay date which occurs on or after January 15 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 on or after the later of:

- i. sixty days' employment in a bargaining unit position, or
- ii. January 15

e. 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.

f. Procedure for Rebate

The KCCCSA 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 KCCCSA 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.

g. Entitlement to Rebate

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

h. Indemnification of Board

The KCCCSA on behalf of itself and the OEA and NEA agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

- i. The Board shall give a ten (10) day written notice of any claim made or action filed against the Board by a non-member for which indemnification may be claimed;
- ii. The KCCCSA shall reserve the right to designate counsel to represent and defend the Board;
- iii. The Board agrees to (1) give full and complete cooperation and assistance to the KCCCSA and its counsel at all levels of the proceeding, (2) permit the KCCCSA or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the KCCCSA or its affiliates' application to file briefs amicus curiae in the action;
- iv. The Board acted in good faith compliance with the fair share fee provision of this Contract; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

4. Scope of Negotiations

Those matters which shall be negotiated are wages, hours, terms, other conditions of employment, and other matters mutually agreed upon, but nothing herein shall preclude the Board or the KCCCSA from taking any action which is not contrary to a lawful term of any agreement entered into between the parties pursuant to negotiations.

5. Good Faith

The parties agree to bargain in good faith at reasonable times and places with respect to wages, hours, terms, and other conditions of employment and the continuation, modification, or deletion of an existing provision of the collective bargaining agreement, with the intention of reaching an agreement, or to resolve questions arising under the agreement. Such obligation does not compel either party to agree to a proposal or to make a concession.

B. NEGOTIATION PROCEDURES

1. Directing Requests

Requests from the KCCCSA for negotiations shall be made in writing to the Superintendent. Requests from the Board shall be made in writing to the President of the KCCCSA. Requests for meetings shall be made no sooner than January 15 of the year of the expiration of the negotiated agreement entered into between the parties.

2. Negotiation Meetings

Within fourteen (14) days of the request, the parties shall establish the time and place of the meeting, which shall be within thirty (30) days after the request has been submitted unless both parties agree to an extension of time. At the first meeting, an agenda of items to be negotiated shall be adopted. Upon adoption, no item shall be added to the agenda without the mutual consent of the parties. Negotiations shall be completed within sixty (60) days from the date of the first meeting unless mutually extended. Negotiation meetings shall be held at a time other than the regular school hours and shall be in executive session unless otherwise mutually agreed by both parties.

3. Representation

Neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select one representative from outside the school district. Each team shall not exceed five (5) members and one (1) observer.

4. Caucus

The parties may caucus at any time, but shall not exceed thirty (30) minutes unless extended by mutual consent.

5. Item Agreement

As negotiation items receive tentative agreement they shall be reduced to writing and initialed by each party, but such initialing shall not be construed as final agreement.

6. News Releases During Negotiations

Periodic written progress may be issued during negotiations to the public provided that any such release shall first be approved by both parties.

C. AGREEMENT

1. When an agreement is reached through negotiations, the understanding of the parties shall be reduced to writing and submitted to the KCCCSA and Board for their formal consideration. Upon ratification by the KCCCSA, the Agreement shall be submitted to the Board for its consideration. If approved, the Board shall adopt a resolution authorizing the execution of the Agreement. The Agreement shall then be signed by the parties and shall be binding on both parties.
2. Cost for publishing the Negotiated Agreement between the Board and the KCCCSA will be shared, utilizing the printing equipment available when feasible. If the Negotiated Agreement is printed commercially, the costs of printing will be shared equally by the KCCCSA and the Board.

D. DISAGREEMENT

1. If agreement is not reached within sixty (60) days following commencement of negotiations; the parties may:
 - a. mutually agree to extend the negotiating period for thirty (30) days making a total number of days for any one negotiating period ninety (90) days from the date of the initial meeting; or
 - b. request the appointment of a mediator.
2. If agreement is not reached by the end of the extension of the negotiating period as provided in subsection 1(a) above, the parties shall request the appointment of a mediator.
3. The mediator shall be requested from the Federal Mediation and Conciliation Service (FMCS). The cost, if any, of such mediation services shall be shared equally by the Board and the KCCCSA.
4. Pursuant to Sections 4117.14(C) and 4117.14(E) of the Ohio Revised Code, the parties have established mutually agreed negotiations and dispute resolution procedures which supersede the procedures listed in Section 4117.14(C)(2) through (6) and any other procedures to the contrary.

E. PAYMENT OF NEGOTIATIONS COSTS

Costs associated with negotiations, unless otherwise indicated, shall be borne by the party incurring the expense.

F. **MANAGEMENT RIGHTS**

The Board shall retain all rights, powers, duties and authority granted by law and shall adopt, rescind or modify such policies, rules and regulations as it deems appropriate which are not in direct contravention of any lawful term of this Agreement and the KCCCSA expressly waives, during the term of this contract, any right it may have to bargain any term or condition of employment of any member of the bargaining unit.

ARTICLE II. ASSOCIATION RIGHTS

- A. Representatives of the KCCCSA shall be granted the opportunity to appear during new hire orientation before new members of the bargaining unit to advise such persons of the organization's services. The time and place for such presentation shall be as determined by mutual agreement between the KCCCSA President and the Superintendent, but shall be no less than a duration of fifteen minutes.
- B. Representatives of the KCCCSA shall be permitted to discuss organizational matters with members of the bargaining unit during the unassigned lunch period. However, the KCCCSA shall be permitted to hold one membership meeting per month after the student day and within the regular work day without loss of compensation for any employee. Representatives of the KCCCSA who are not employees of the Board shall first report to the Director's Office and otherwise comply with all conditions required of other visitors.
- C. The KCCCSA shall have the right to use school buildings for membership meetings, provided the Director is notified in advance of the time and place of such meetings, and the use does not interfere with the previously scheduled use of the building. During time periods when no custodian is on duty, the KCCCSA shall pay the cost of custodial cleaning and/or set-up expenses.
- D. Upon reasonable request, the KCCCSA shall have the right to use school equipment, provided such use is made on school property and does not interfere with the school use of such equipment. Borrowed equipment must be returned in the same condition as when borrowed, taking into consideration normal wear of such equipment. The KCCCSA shall pay for all consumable supplies.
- E. The KCCCSA shall have the use of any bulletin board presently located in the teachers lounge or other non-public area in the school as well as in the adult education building located as designated by the Director, provided that any material posted shall be signed by an authorized representative of the KCCCSA.

- F. The KCCCSA shall have the right to the use of the school mail service to the extent such use does not interfere with the school use of such service. No device, code, or other insignia may be affixed to said mailbox identifying either members or non-members of the KCCCSA.
- G. Copies of Board agendas, agenda supplements, minutes, and financial reports which are provided for each Board member shall be provided to the President of the KCCCSA in the same manner and at the same time as they are provided to Board members. Also, copies of the Appropriations Resolution, Form 4502, budget, and amended certificate of estimated resources, shall be sent to the President of the KCCCSA within a reasonable time after such form is filed with the agency as required by law.
- H. The rights accorded to the recognized Association in this Article shall not be delegated by the Board to any other employee organization. However management reserves the right to also use its bulletin boards and mailboxes.
- I. **LABOR-MANAGEMENT MEETINGS**

Meetings between the Superintendent and the officers of the KCCCSA may be held monthly upon the request of either party to discuss matters of concern to either party. No later than one hundred twenty (120) days following the ratification of this Agreement, the parties will participate in Labor-Management Committee training provided by FMCS.
- J. The KCCCSA President shall be notified by school e-mail within seven (7) working days of the decision to hire or transfer a bargaining unit member into the bargaining unit. As well, the KCCCSA President shall be notified of all new classifications created within the bargaining unit and the wage scale of the classification.

ARTICLE III. FAIR PRACTICES

- A. The Board agrees that no person(s), group(s), department(s), or division(s) responsible to the Board shall unlawfully discriminate against any employee on the basis of race, creed, color, national origin, sex, gender identity, sexual orientation, military status, marital status, age, disability, membership, participation, or association with the activities of the KCCCSA.
- B. The KCCCSA agrees to represent all persons in the bargaining unit equally and fairly in all matters which are subject of this Agreement.

ARTICLE IV. GRIEVANCE PROCEDURE

A. DEFINITION

1. Grievance
 - a. A grievance hereunder this subsection shall mean an alleged violation, misinterpretation, or misapplication of this written contract.
2. A grievant shall mean an employee or group of employees within the bargaining unit alleging that some violation, misinterpretation or misapplication of the aforementioned agreements have actually occurred. A grievance alleged to be a "group" grievance shall have arisen out of identical circumstances affecting each member of said group. All employees allegedly affected shall be named in the grievance. The KCCCSA may file a grievance on its own behalf for an alleged violation, misinterpretation or misapplication of any right or privilege granted to the KCCCSA by the terms of this Agreement. A group grievance or a grievance filed by the KCCCSA shall be filed at Level One of this procedure.
3. The grievant shall receive fair and prompt treatment without fear of reprisal. All proceedings shall be conducted in executive session in accordance with these provisions.
4. Except as hereinafter provided, "day" or "days" shall mean a day that the Central Office is open for regular business. Failure to comply with the time limits by the grievant shall result in a waiver of the rights granted under this Article. Failure of the administration to comply to the time limits shall advance the grievance to the next level of this procedure.
5. Election of remedies--Upon the filing of a complaint by the grievant or on the grievant's behalf in any court of competent jurisdiction demanding relief upon a matter which is the subject of a pending grievance, such filing shall be deemed a waiver of the rights granted herein and the grievance shall be deemed dismissed.
6. No grievant shall be denied the right to KCCCSA representation at any level listed herein, but representation of the grievant at Level One shall be limited to full-time employees of the school district.
7. Forms for processing grievances shall be available at the Superintendent's office and/or from the KCCCSA. The written grievance shall be submitted on the grievance form.

B. PROCEDURE

1. Level One--Informal

Any grievant shall first discuss the grievance with the immediate supervisor before a written grievance shall be filed. Such discussion shall be conducted within thirty (30) calendar days after the alleged grievance occurs or shall be deemed to have been waived and no longer to exist.

2. Level Two--Formal

- a. If the informal discussion does not resolve the grievance to the satisfaction of the grievant and/or the KCCCSA, such grievant, KCCCSA President or designee, or the KCCCSA shall have the right to lodge a written grievance with the Director. If such grievance is not lodged within five (5) working days following the discussion at Level One, the grievance shall no longer exist. The written grievance shall be on a form contained in the Appendix. A copy of such grievance shall be filed with the Superintendent by the Director. The grievant shall have a right to request a hearing before the Director. The Director shall schedule the hearing within five (5) working days after receipt of said grievance. The grievant and the Union President or designee shall be advised, in writing, of the time, place, and date of the hearing.
- b. The Director shall take action on the written grievance within five (5) working days following a grievance hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the grievant, the Superintendent and the President of the KCCCSA.

3. Level Three--Formal

- a. If the action taken by the Director does not resolve the grievance to the satisfaction of the grievant and/or the KCCCSA, such grievant and/or the KCCCSA may appeal, in writing, to the Superintendent. Failure to file such an appeal within five (5) working days from the receipt of the written notice of the Director's action on said grievance shall be deemed a waiver of the right to appeal. The grievant shall have the right to request a hearing before the Superintendent. The Superintendent shall schedule a hearing within five working days of receipt of the appeal. The grievant and the Union President or designee shall be advised, in writing, of the time, place, and date of such hearing.

- b. The Superintendent shall take action on the appeal of the grievance within five (5) working days following a grievance hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the grievant, the Director, and the President of the KCCCSA.
4. Level Four--Formal
- a. If the grievant or KCCCSA is not satisfied with the disposition at Level Three, the KCCCSA may request that the issue be submitted to arbitration within five (5) working days after receipt of the written notice of the action taken by the Superintendent.
 - b. The arbitrator shall be appointed by the Superintendent and the grievant, or their designated representatives, from a list submitted by the American Arbitration Association. If the parties cannot agree on the selection of an Arbitrator, a second list of seven names shall be requested from the American Arbitration Association, and the parties shall alternately strike a name from said list until a single name remains, who shall be the arbitrator.
 - c. The arbitrator shall have no power to alter, add to, or subtract from the terms of the Agreement, nor to make any award which is inconsistent with the terms of the Agreement or contrary to law.
 - d. The arbitrator shall make a report and recommendations to the grievant, the KCCCSA, the Superintendent, and the President or designee of the KCCCSA. If the grievance is as defined as in subsection A 1(a) the decision shall be binding upon the parties. Cost of the arbitrator's services shall be paid by the unsuccessful party. If the unsuccessful party is not reasonably apparent from the award, the arbitrator shall be petitioned to determine to whom such costs shall be assessed in accordance with the intent of this provision.

ARTICLE V. EVALUATION

- A. During the term of this Agreement a plan for the meaningful appraisal of the performance of the members of the bargaining unit shall be in full force and effect.
- B. All evaluations of the performance of a bargaining unit member shall be as prescribed in such plan, provided that nothing herein shall preclude the inclusion in such evaluation of matters coming to the attention of the administration in the ordinary course of conducting the affairs of the school district.

C. The parties to this contract are cognizant of the provisions of Sections 3319.11 and 3319.111 of the Revised Code as amended effective July 1, 1989, and intend that the procedures herein be the sole and exclusive procedures for the evaluation of regular teaching duties of members of the bargaining unit. Those provisions of Sections 3319.11 and 3319.111 of the Revised Code which do not relate to the procedures for the evaluation of bargaining unit members shall be in full force and effect.

D. Bargaining unit members will be formally evaluated as follows:

1. Limited Contract Teacher Evaluation

- a. All limited contract employees not in the last year of a contract shall be formally evaluated at least once per school year. Each evaluation shall consist of at least one observation followed by a written evaluation, and a review of the written evaluation. The observation shall last at least thirty (30) minutes. A review of the written evaluation shall be conducted within ten (10) school days after the observation, unless both parties agree that more time is necessary.

The observation shall be completed by April 1, with the written evaluation received by the teacher no later than April 10.

- b. All limited contract employees in the last year of a contract shall be formally evaluated at least twice per school year. Each evaluation shall consist of at least two (2) thirty-minute (30-minute) observations followed by a written evaluation, and a review of the written evaluation. A review of the written evaluation shall be conducted within ten (10) school days after the second observation, unless both parties agree that more time is necessary.

Prior to the first formal observation the evaluating administrator will hold a pre-observation conference with the teacher to review the procedure for the entire evaluation cycle.

The observations for the first evaluation shall be completed no later than January 15, with the written evaluation received by the teacher no later than January 25.

The observations for the second evaluation shall be completed between February 1 and April 1, with the written evaluation received by the teacher no later than April 10.

2. Bargaining unit members on continuing contracts may be evaluated at least once per year between September 1 and April 1, but no more than three (3) times per year unless requested by the bargaining unit member.
- E. The immediate supervisor or director must schedule a formal evaluation interview with each bargaining unit member to discuss evaluation reports.
 - F. A bargaining unit member's signature on the evaluation will indicate that the bargaining unit member has read and received a copy of the evaluation. The signature will not necessarily indicate that the bargaining unit member agrees with the contents of the evaluation.
 - G. The bargaining unit member may write an addendum or rebuttal to the evaluation which will be attached to the evaluation and included in the personnel file.
 - H. The evaluation shall assess the employee's current job assignments, identify performance areas requiring improvement, establish performance objectives for the next evaluation period, and develop a plan for improvement of performance.
 - I. A joint KCCCSA/Board committee shall be established with three representatives of each party. The committee shall prepare a proposal to revise the evaluation form for the Superintendent, the Board, and the KCCCSA. This committee shall convene within ninety (90) days of the ratification of this Agreement. The current evaluation form will remain in use until an agreed replacement is made available.

ARTICLE VI. FAIR DISMISSAL

- A. NON-RENEWAL OF LIMITED CONTRACT
 1. Notice of and reasons for non-renewal of a bargaining unit member's limited contract shall be given in writing to the bargaining unit member on or before April 30.
 2. The grievance procedure (Article IV) shall be the mechanism for contesting the non-renewal of a limited contract.
 3. The arbitrator hearing a grievance under this Article is limited to the determination of procedural errors and to ordering the correction of procedural errors and shall have no jurisdiction to order the Board to reemploy a teacher, except that the arbitrator may order the Board to reemploy a teacher in compliance with the requirements of division (B), (C)(3), (D), or (E) of R.C. 3319.11 when the arbitrator determines that evaluation procedures have not been complied with pursuant to Article V of this Agreement or the Board has not given the teacher written notice on or before the thirtieth day of April of its intention not to reemploy the

teacher. Otherwise, the determination whether to reemploy or not reemploy a teacher is solely the Board's determination and not a proper subject of review and, except as provided in this division, no decision of the Board whether to reemploy or not reemploy a teacher shall be invalidated by an arbitrator on any basis, including that the decision was not warranted by the results of any evaluation.

4. The posting of any written notice in the U.S. Mail by registered or certified mail to such bargaining unit member's last known mailing address shall constitute "notice" to the member for the purpose of any notice required within this Article.

B. TERMINATION OF CONTRACT

Termination of a limited or continuing contract shall be in accordance with Sections 3319.16 and 3319.161 of the Revised Code.

ARTICLE VII. PERSONNEL FILE

- A. The administration shall maintain only one personnel file on each bargaining unit member within the bargaining unit. Such personnel records shall be filed in the central office of the school district.
- B. Any bargaining unit member shall have the opportunity, upon request during regular office hours, to review his/her personnel file. No document shall be removed from the file without the express written consent of the custodian of the file. Copies of any document may be secured from the bargaining unit member's personnel file. If the employee disputes the accuracy, timeliness or completeness of information on him/her maintained in said file, he/she may request in writing that such disputed material be removed from the file. Such request shall specifically identify the material objected to and the basis for the dispute. If such request is denied, a copy of the request shall be attached to the document objected to. The administration shall not place any material in an employee's file which is inaccurate, unfair, or impertinent.
- C. Notice shall be given to the employee within fifteen (15) school days when any document, not furnished by or at the direction of the employee, is placed in such employee's personnel file. The employee shall be provided with the opportunity to initial the document to indicate solely that he/she has seen it and received a copy. Should any document be placed in the personnel file in contravention of this process, it may not be used in any informal or formal proceedings related to suspension, non-renewal, termination or other disciplinary action by the employer or its agents. No anonymous letters, documents, or memoranda shall be placed in a bargaining unit member's personnel file.

- D. Nothing herein shall require the disclosure or accessibility to any bargaining unit member of records or documents accrued as a part of the pre-employment practices and policies.

ARTICLE VIII. COMMUNITY COMPLAINT PROCEDURE

- A. Action concerning a complaint by a member of the community, other than an administrator or board member of the Knox County Career Center School District shall be initiated by the following procedure:
 - 1. If requested by the complainant or the bargaining unit member a meeting involving the bargaining unit member, the Union President or designee who is a member of the bargaining unit, the Director, and the complainant shall be arranged at a mutually convenient time to discuss the complaint. The presence of any specific representative may not delay the meeting more than three (3) school days.
 - 2. If the complaint is unresolved, it may be submitted to the Superintendent.
 - 3. If such conference does not lead to understanding and resolution of the problems involved, the complainant may pursue further action by submitting in writing to the Board of Education a complaint against a bargaining unit member. The Superintendent shall give a copy to the bargaining unit member and any representative who was present at the meeting.
- B. After the initial meeting at the Director level, a bargaining unit member may be represented by a KCCCSA representative of his/her choosing, provided it does not delay the meeting more than three (3) school days. Conferences regarding such complaints shall be private.
- C. No anonymous complaint against a bargaining unit member may be placed, referenced, or documented in that bargaining unit member's personnel file or noted in an evaluation.

ARTICLE IX. LEAVES

- A. SICK LEAVE
 - 1. Sick leave credit shall be computed on the basis of the employment year beginning July 1 and ending June 30, but credited during the school year.
 - 2. All members of the bargaining unit shall accumulate a maximum of fifteen (15) days sick leave during any employment year, the sick days to

be computed at the rate of one and one-fourth (1-1/4) days for each completed month of service, including vacation periods.

3. Sick leave shall be accumulative not to exceed two hundred seventy-six (276) days.
4. Employees may use sick leave for absence due to personal illness, injury, illness or disability by reason of pregnancy, and for absence due to illness, injury in the employee's immediate family, whether or not the family member resides in the employee's household. The Superintendent may require a written statement for the use of sick leave. If medical attention is required, the Superintendent may require a written doctor's excuse for the use of sick leave.

Falsification of a statement is grounds for suspension or termination of employment under Sections 3319.081 and 3319.16 of the ORC.

"Immediate family" shall mean the following individuals: spouse, child, ward, father, mother, siblings, grandparents, legal guardian, stepparents, step siblings, father-in-law, mother-in-law, brother-in-law, sister-in-law and grandparents-in-law.

5. First year employees and employees who have exhausted their sick leave accumulation shall be advanced sick leave from future accumulations. The advance shall not exceed the number of days that may be earned during the remainder of the current school year. The Board shall recover any pay due, because of advancement of sick leave, upon termination of employment of the employee.

B. PREGNANCY/MATERNITY LEAVE

1. Any pregnant bargaining unit member who by reason of such pregnancy is unable to perform her teaching duties, shall be granted sick leave for a period beginning two (2) weeks prior to the date of delivery and ending six (6) weeks following the termination of pregnancy. Upon certification of the attending physician in writing to the Superintendent that such bargaining unit member is unable to perform her assigned duties, the period of sick leave shall be extended as determined by the attending physician.
2. Any pregnant bargaining unit member whose accumulated sick leave days are insufficient to cover the period of disability as set forth in Subsection 1 above shall be granted an interim maternity leave without pay for a period beginning two (2) weeks prior to the date of delivery as determined by the attending physician and ending six (6) weeks following the termination of pregnancy. Upon certification of the attending physician in writing to the Superintendent that such bargaining unit

member is unable to perform her assigned duties, the period of interim maternity leave without pay shall be extended during the period of disability as determined by the attending physician.

3. Leaves of absence without pay beyond the period of disability as set forth in subsections 1 and 2 above shall be granted in accordance with the provision of Section C, Article IX.

C. LEAVE OF ABSENCE WITHOUT PAY

1. Upon the written request of a bargaining unit member who has completed five or more school years with the Knox County Career Center School District, the Board may grant a leave of absence without pay for a period of not more than one (1) school year, for educational, professional, child rearing, or other purposes, provided that a qualified replacement may be employed to fill the vacancy thereby created. No more than 10% of the members (fractions to be rounded to the next whole number) of the bargaining unit shall be granted such leave concurrently. Bargaining unit members applying for a sabbatical leave shall meet the additional requirements of Section 3319.131 of the Revised Code.
2. The term of the leave shall be scheduled, to the extent possible, to cause the least disruption to the educational program. The bargaining unit member shall advise the Board of Education of the commencement of the leave as far in advance as possible and shall state the date of termination of such leave in the application. Failure to state the termination date shall be deemed a termination date at the beginning of the next school year.
3. No bargaining unit member shall return to service prior to the expiration date of such leave without the approval of the Superintendent. Any bargaining unit member who does not return to service at the stated termination date of such leave shall be deemed as having abandoned his/her contract and all rights and privileges of employment shall thereupon be extinguished.
4. Upon return from leave, the bargaining unit member shall be given an assignment consistent with his/her area of certification and shall resume the contract status held prior to such leave.

D. PERSONAL LEAVE

1. Each full-time bargaining unit member will be allowed three (3) days absence during each school year, without loss of salary, to transact personal business which cannot be conducted outside the regular school day. The Superintendent shall be informed of the intention to use these days at least forty-eight (48) hours before taking such leave, except in

emergencies. These days of absence shall not be deducted from the bargaining unit member's personal illness days. These personal days shall not be taken immediately before or after a holiday, during the first and last five days of the student school year, or during professional inservice or parent/teacher conference days unless for an emergency.

2. Personal leave shall not be granted for such purposes as the following:
 - a. Gainful employment
 - b. Seeking employment
 - c. Recreational purposes
 - d. Holidays or vacations
3. Upon certification by the bargaining unit member that the purpose of such leave is one which has been authorized pursuant to this policy, the Superintendent shall approve the application.
4. Fraudulent use of personal leave shall result in a deduction of pay. Subsequent fraudulent use of personal leave may result in other disciplinary action as may be deemed appropriate.
5. On the first pay period following July 1, a bargaining unit member who has used no more than one (1) day of personal leave during the preceding school year shall have credited to his/her sick leave accumulation one day, or fraction thereof, for each personal leave day not expended during the preceding school year.
6. On the first pay period following July 1, a bargaining unit member who has used no sick or personal leave during the contract year will receive \$350.00.

E. PROFESSIONAL LEAVE

1. Funds shall be allocated each year for use in the Professional Meetings Fund account for members in the bargaining unit to attend meetings which are considered to be for professional improvement of the individual and/or for the welfare and benefit of the school district.
2. Application for such leave shall be filed with the Superintendent five (5) school days prior to the date of such leave. Leave approved by the Superintendent shall not require Board approval to the extent that funds are unencumbered in the Professional Meetings Fund.

3. The applicant shall be reimbursed for his/her actual and necessary expenses as follows:
 - a. Registration fee
 - b. Lodging and/or meals not to exceed the reasonable rate in effect at the time of meeting
 - c. Mileage at the rate as set forth in Article XV(F) herein, or if by commercial carrier the fare as authorized in advance.
4. Itemized statements must be submitted for reimbursement with all receipts attached. Reimbursement shall be made within twenty-one (21) working days.
5. This policy shall be uniformly administered.

F. ASSOCIATION LEAVE

1. The Superintendent or his/her designee shall be granted authority to approve Association leave.
2. Prior to administrative approval, Association leave requests shall be approved by the KCCCSA President.
3. A maximum of four (4) days, with pay, shall be granted for Association business (e.g., Ohio Education Association Representative Assemblies, state meetings necessary to attend due to office held, etc.).

G. ASSAULT OR INJURY LEAVE

Any member of the bargaining unit assaulted by a student of the Knox County Career Center School District or the immediate family of such a student while in the course of such bargaining unit member's employment who is temporarily disabled by an injury resulting from such assault, shall remain on the payroll as a regular employee and shall receive all benefits as if on sick leave as hereinafter provided. The employee shall apply for Worker's Compensation, file a police report, and cooperate in the investigation and prosecution related to the incident. If Worker's Compensation benefits are paid, the Board shall pay to such employee the difference between the benefits received and the employee's regular salary. On those days that payment is made to the injured employee by the Bureau of Worker's Compensation, there shall be no deduction from the accumulated sick leave of the certificated employee. Assault leave as provided herein shall not exceed more than thirty (30) days from the date of injury, and shall terminate at such time as Worker's Compensation payments are terminated, whichever first occurs. Medical documentation for such leave shall be required.

H. MILITARY LEAVE

Military leaves shall be granted as required by Section 3319.14 of the Revised Code. A bargaining unit member who is summoned for active service in the armed service of the United States shall notify the Superintendent within five (5) days from the time such bargaining unit member is advised by the appropriate military authority of the date or anticipated date of said bargaining unit member's entry into the armed forces, and the term of the tour of duty. Volunteer Leave will be recognized only in the event of a national emergency and the individual agrees to volunteer to be a part of active military action.

I. FAMILY AND MEDICAL LEAVE ACT OF 1993

The parties understand that the Federal Family and Medical Leave Act of 1993 provides certain minimum standards with regard to leaves of absence. These minimum standards may exceed the provisions of this Agreement. The parties understand that they are required to offer all benefits provided under the Family and Medical Leave Act of 1993.

J. BEREAVEMENT LEAVE

1. All employees shall be entitled to up to three (3) working days with pay in case of an event of death in the immediate family.
2. "Immediate family" means only the following individuals: spouse, child, step child, ward, father, mother, siblings, grandparents, grandchildren, legal guardian, stepparents, step siblings, father-in-law, mother-in-law, brother-in-law, sister-in-law, and grandparents-in-law.
3. Bereavement leave shall not be deducted from an employee's sick leave computation.

ARTICLE X. TEACHING CONDITIONS

A. SCHOOL YEAR

Professional staff returning to the Knox County Career Center School District shall be on duty for no more than one hundred eighty-six (186) days in the regular school year. Professional staff newly employed by the Knox County Career Center School District shall be on duty for no more than one hundred eighty-seven (187) days.

B. SCHOOL DAY

The teacher work day shall be no more than 7 hours and 30 minutes (7:30). Teachers shall typically be assigned up to six periods of classroom instruction,

a full period of planning, and a 30-minute minimum duty-free lunch.

Teachers who are scheduled to teach an additional class shall receive an elective supplemental contract pursuant to Article XVIII, Section B.

Teachers who teach both junior and senior labs and whose schedule prevents them from having a planning period during the student day shall receive an additional OX supplemental contract pursuant to Article XVIII, Section B.

School days will be scheduled Monday through Friday only unless mutually agreed to by the parties.

C. CALAMITY DAYS

Members of the bargaining unit shall not lose any salary on days when school is closed due to weather, energy, calamity, or any other emergency; provided that no such employee shall be paid for any additional days of work required to be made up to meet the minimum school year. If the number of calamity days exceeds the number permitted by state law and the time must be made up, the Superintendent and KCCCSA President shall agree on the procedure for making up the time beyond those days required by law to be designated on the District's calendar.

D. FACULTY MEETINGS

Except in cases of urgent necessity, faculty meetings and department meetings held outside the 7-1/2 hour school day shall not exceed one (1) hour per month. To the extent possible, employees shall be given at least forty-eight (48) hours notice of any faculty meeting outside the work day.

E. CUSTODIAL DUTIES

No employee shall regularly be required to perform custodial duties.

F. SOLICITATION OF MONIES

Solicitation of employees by administrative personnel or others in school for contributions and/or donations shall be limited to announcement of opportunities for such contributions. Such announcements shall be made in the regular administrative bulletin or placed in the bargaining unit member's mailbox.

G. TRANSPORTING STUDENTS

No member of the bargaining unit shall be required to transport a pupil in his/her personal automobile.

H. LUNCH PERIODS

Each bargaining unit member shall be provided at least a thirty (30) minute duty-free lunch period completely free of any supervisory duties.

I. SUPPLIES AND EQUIPMENT

The Board agrees to provide to the bargaining unit member such supplies and equipment as recommended by the appropriate Director to the Superintendent as deemed necessary to carry out the bargaining unit member's duties.

J. ORIENTATION PERIOD

1. In the beginning of the school year there are three days allocated for teacher required attendance prior to student arrival. Two days of this three day period will be at the discretion of the administration and Board. At least one of these days will be designated time for teachers to work in their classroom. All bargaining unit members shall be accountable for all written rules, regulations, and directions contained in the Board Policy as well as the Teacher's Handbook and any other written information distributed during such orientation period.

2. Employees shall be notified of any changes to Board policy within ten (10) days of such change.

K. AVAILABILITY OF FACILITIES--ADULT PROGRAMS

1. All high school facilities shall be available for adult programs after 3:30 p.m., except when a building use request has been granted. Day school teachers shall be consulted prior to their work areas being made available before 3:30 p.m.

2. Any facility not scheduled for use shall be available for use of adult programs.

ARTICLE XI. ASSIGNMENT, TRANSFER, VACANCY AND PROMOTION

A. ASSIGNMENTS

1. No assignments may be made for arbitrary or capricious reasons.

2. Each bargaining unit member shall be assigned to a specific position for which the bargaining unit member is certified and notified in writing of such assignment on or before July 30 (to the extent possible). Any bargaining unit member not so notified shall be reassigned to the same position held the previous school year. The Superintendent may

reassign a bargaining unit member after such notification and such bargaining unit member shall be granted, upon request, a conference with the Superintendent before the transfer is made. The resignation of any bargaining unit member reassigned after July 30 shall be accepted by the Board of Education.

B. VACANCY

A vacancy shall be defined as an existing position with no incumbent or a newly created position that the Board intends to fill. Vacancies in teaching, administration or supplemental positions shall be posted on faculty bulletin boards in each building and a copy provided to the President or designee of the KCCCSA within two working days after each regular or special Board meeting during the regular school year. During the summer months, said notice shall be e-mailed to all bargaining unit members at their school e-mail address. Vacancy notices shall remain posted for no less than five working days. Any currently employed staff member shall have the right to apply for and be considered for any vacancy for which such staff member is certified.

C. INVOLUNTARY TRANSFER

1. Involuntary transfers made necessary because of general staffing requirements shall be accomplished, to the extent possible, by consent of a qualified bargaining unit member under consideration for transfer, and thereafter by the transfer of the least senior and qualified bargaining unit member. Qualifications of bargaining unit members shall be as determined by the Superintendent.
2. Involuntary transfers made necessary because of special staffing considerations which are directed, in good faith, toward the efficient and effective operation of the school district shall be at the sole and exclusive discretion of the Superintendent.
3. No bargaining unit member shall be transferred to a position for which he/she does not hold a standard certificate.

ARTICLE XII. REDUCTION IN FORCE

A. DEFINITION OF RIF

A reduction in force (RIF) shall have occurred when the Board reduces or eliminates a bargaining unit position. "Day" or "days" shall mean a day that the central office is open for regular business.

B. REASONS FOR RIF

A RIF may only occur for the following reasons:

1. Decline in student enrollment
 - a. "Decline in student enrollment" shall be defined as failure to have a minimum of fifteen (15) students in the junior year programs and a minimum of twelve (12) students in the senior year programs, with the exception of senior-only programs which must have a minimum of fifteen (15) students.
 - b. In accordance with Article XIV, a two year (2 year) period will be given to the teacher with a decline in student enrollment to provide an opportunity to increase the enrollment to the fully funded standard. This provision does not include a program that the state has allocated to be cut for some other reason that is beyond the administrative control of the Board.
2. Return of an employee from a leave of absence;
3. Suspension of schools or territorial changes affecting the District;
4. Financial reasons.

C. NOTIFICATION OF ANTICIPATED RIF

1. If the Board determines a RIF may occur, the Board shall notify the KCCCSA, in writing, not less than twenty (20) days prior to the date the RIF is to be implemented. The notification shall include the reason(s) for the RIF; the position(s) to be reduced or eliminated; the name(s) of the employees to be affected; the date of Board action to implement the RIF; and the effective date of the RIF.
2. The Board shall develop and provide the KCCCSA with a RIF list of potentially affected employees which shall be based on seniority and contract status within areas of certification/licensure.
3. Within ten (10) days of receipt of the notification, representatives of the Board and the KCCCSA shall meet to review the proposed RIF.

D. IMPLEMENTATION

In determining the position(s) to be reduced or eliminated the following sequence shall be used:

1. Position(s) vacated as a result of voluntary resignation, retirement, or death will not be filled.

2. During the implementation of RIF, no reassignment, transfer, or reclassification shall occur that will cause a more senior employee to be laid off before a less senior employee.
3. Layoff shall occur by suspension of contract. The limited contract of an affected employee that expires prior to the effective date of the RIF shall be renewed and then suspended to implement the layoff.
4. An employee to be laid off due to RIF shall be given at least twenty (20) days' advance written notification prior to the effective date of the RIF. The KCCCSA shall be sent a copy of said notification at the same time. The notice shall state the reason for RIF, the effective date of contract suspension, and the date of the Board's action to implement the RIF.
5. An employee who may be RIF'd from a position shall have the right to displace or "bump" a less senior employee in another area if they are properly licensed/certified for that position and have taught in the other area of certification/licensure at least one (1) of the last five (5) years or taken eight (8) hours of education in the other area of certification/licensure in the last five (5) years.

E. LIMITATIONS

1. No new hire shall be employed in a bargaining unit position until all eligible, laid off employees have been offered such position.
2. No transfer, reassignment, or reclassification shall be made during a period of RIF that prevents the recall of an employee on layoff status. No vacancy shall be posted until all eligible employees have been recalled.
3. Work previously performed by laid off employees shall not be subcontracted.
4. Qualifications for a bargaining unit position shall not be upgraded to prevent the recall of a laid off employee.

F. LAYOFF RIGHTS

An employee on layoff status shall have the following rights:

1. The right to be notified by U.S. mail of all postings for bargaining unit positions.
2. The right to unemployment compensation benefits when that employee has not been offered an equivalent bargaining unit position during layoff.

3. Recognition of additional certification, license, or entry-level requirements earned or reported while on layoff status for recall purposes, provided such information is filed with the Board prior to recall.
4. The right to priority status on the substitute list upon request.

G. RECALL RIGHTS

1. Laid off employees shall be recalled in reverse order of seniority in keeping with contract status, certification/license, or other entry-level requirements for the bargaining unit position, i.e., most senior laid off employee, first recalled.
2. Any employee shall be considered to have recall rights if the employee is either laid off or is working in a position of lower pay or fewer hours than the position he/she held prior to the RIF.
3. The employee shall be given five (5) days to accept such offer and shall be granted a minimum of fifteen (15) days from date of receipt of the recall notice to report to work.
4. This procedure shall continue until all employees on layoff status have been recalled, have retired under an Ohio State retirement system, or have voluntarily resigned but in no case for more than twenty-four (24) months from the effective date of the RIF.

ARTICLE XIII. EMPLOYMENT CONTRACTS

A. SEQUENCE OF CONTRACTS

1. The normal sequence of limited contracts shall be:
 - a. One year, upon initial employment;
 - b. One year, upon reemployment, for second contract;
 - c. One year, upon reemployment, for third contract;
 - d. Two years, upon reemployment, for fourth contract;
 - e. Two years, upon reemployment, for fifth contract;
 - f. Three years, upon reemployment, for succeeding contracts.
2. Continuing contracts shall be awarded pursuant to RC Sections 3319.08 and 3319.11.

3. The provisions of this Article shall not be applicable to the contracts of bargaining unit members employed to teach in special revenue projects. The contracts of bargaining unit members of special revenue projects shall be for a term of one (1) year.

B. FILING AND MAINTENANCE OF CERTIFICATE/LICENSURE

1. Members of the bargaining unit shall be responsible for filing with the Treasurer of the Board all certificates/licenses issued to the member by the Ohio Department of Education within thirty (30) working days of receipt of such certificate/license or at such other times as may be required by the terms of this contract. No right or privilege shall be asserted by a member of the bargaining unit by reason of any certificate/license not filed by the member as provided herein.
2. No teacher shall be assigned to any position for which the teacher is not licensed. As a condition of employment, all members of the bargaining unit shall maintain all teaching certificates/licenses held at the time of initial employment by the Board of Education unless the teacher has not served in the area(s) of licensure in at least five (5) of the last eight (8) years. Refusal to maintain such certificates/licenses shall be grounds for disciplinary action.

C. SUPPLEMENTAL CONTRACTS

Bargaining unit members who are required to act as student activity advisors shall be issued a supplemental contract and shall be paid in accordance with Article XVIII, Section B of this Agreement.

ARTICLE XIV. TERMINATION OF PROGRAMS

- A. Not later than March 15 of each year, the Superintendent shall provide to the KCCCSA President a list of the programs for which termination may be considered during the subsequent school year. The Superintendent and the KCCCSA shall meet to discuss the addition of any new programs and the elimination of any existing programs. Programs will not be terminated for lack of enrollment unless such lack involves failure to have, at the time of the October ODE certification count, a minimum of 15 students in the junior year programs and a minimum of 12 students in the senior year programs with the exception of senior only programs which must have a minimum of 15 students. A two-year period will be given to the teacher with "decreased enrollment" to provide an opportunity to increase the enrollment to the standard. (This provision for a two-year grace period does not include a program that the state has allocated to be cut for some other reason that is beyond the administrative control of the Knox County Career Center.) This two-year period will commence in the school year following the March 15 notice of termination by the

Superintendent. The notice of termination for lack of enrollment shall automatically expire when a unit member achieves the minimum number of students by the October ODE certification count.

- B. If requested by the KCCCSA President, the Superintendent and/or his/her representative shall meet with the President and affected employees to discuss the termination of a program and, if possible, to develop plans to prevent it.

ARTICLE XV. FRINGE BENEFITS

A. HEALTH CARE

- 1. Coverages for health care insurance (including hospitalization, surgical, major medical, prescription drug, dental, and optical) agreed to, shall not be reduced for the term of this contract. The costs to an employee shall not be increased for the term of this Agreement (co-pays and deductibles). If both spouses are employed by the Board they are entitled to either one family plan or two single plans.

- 2. **Board Contribution**

During the term of this Agreement, the Board shall pay 93% of the cost of hospitalization, surgical, major medical, prescription drug and dental plans as agreed to by the parties, during the 2011-12 school year, 93% during the 2012-13 school year, and 93% during the 2013-14 school year for full-time bargaining unit members. Each participating full-time employee shall pay 7% during the 2011-12 school year, 7% during the 2012-13 school year, and 7% during the 2013-14 school year for their contribution toward the cost of hospitalization, surgical, major medical, prescription drug and dental plans. Such contributions shall be made as pre-tax deductions.

- 3. The first twelve and one-half percent (12.5%) increase in premiums will be shared on the same percentage basis as set forth in the preceding paragraph. If the annual increase in the aggregate premiums for these plans increases by a percentage greater than twelve and one-half percent (12.5%) over the previous year's premiums, the bargaining unit member shall be responsible for the increase over twelve and one-half percent (12.5%) or the benefit plan will be adjusted to keep the increase below twelve and one-half percent (12.5%).
- 4. Bargaining unit members may opt out of health and dental insurance and receive \$2,000 per fiscal year. Bargaining unit members may opt out of health insurance and receive \$1,500 per fiscal year. This option is not available to married employees hired after July 1, 2011 when their insurance coverage is provided by the Board as part of a family plan.

B. DEDUCTIONS

1. Tax Sheltered Annuities--The Board shall approve salary deductions for any qualified firm sponsoring tax sheltered annuities providing they have an enrollment of at least four Board contract employees.
2. Tax sheltered annuity deduction authorizations shall be filed with the Treasurer of the Board by the following enrollment dates: September 30, October 31, November 30, December 30, January 31, February 28, March 30, April 30, May 31 and June 30, with deductions commencing with the next pay period.
3. Education Employees Federal Credit Union may be changed only once in any pay period.
4. Employees may authorize deductions for the Fund for Children and Public Education.
5. The benefits provided to employees by Section 125 of the Internal Revenue Code shall be made available to any bargaining unit member so requesting. There shall be a Premium-only Pass Through component. The IRC Section 125 Plan shall include a Flexible Spending Account (FSA). The plan shall allow employees to use pre-tax dollars to pay child or elder dependent care expenses and non-reimbursed medical, dental, and/or prescription drug bills as provided by federal law. The Section 125 plan shall be administered at no cost to the Board.

C. PAY PERIODS

1. Employees shall be paid every other Friday by direct deposit. Employees shall have 30 days to enroll in direct deposit following the ratification of this Agreement.
2. If a pay Friday falls on a legal holiday, employees shall be paid on the last workday preceding the pay Friday.

D. ASSOCIATION DUES

1. The Treasurer of the KCCCSA shall certify to the Treasurer of the Career Center Board by September 15, the total amount of KCCCSA dues to be deducted each year for each member. All membership dues shall be paid through payroll deduction.
2. The Board shall deduct KCCCSA dues in equal amounts from each paycheck for each employee from whom it receives a written authorization. Such deductions shall continue until the Treasurer of the Board is in receipt of a written revocation of such authorization from the member or until the members are discontinued.

3. Individual authorization forms for dues deductions shall be furnished to the Treasurer of the Board.
4. Dues deduction authorizations shall be filed with the Treasurer of the Board by the following quarterly enrollment dates: September 30, December 30, March 30, June 30, with deductions commencing with the next pay period.
5. Dues deductions shall be transmitted by the Treasurer of the Board to the KCCCSA Treasurer each month for the preceding month with a list of members from whom dues have been deducted.
6. If dues are not deducted because of a clerical mistake, the Treasurer of the KCCCSA will notify the Treasurer of the Board and the proper deductions shall be made the following pay period.
7. The right to refund any dues to a KCCCSA member shall be the responsibility of the KCCCSA.
8. The KCCCSA payroll deduction authorized form shall be the form provided by the Ohio Education Association.

E. LIFE INSURANCE

During the term of this contract, a group term life insurance policy will be provided for each member of the bargaining unit. The amount of the policy for a full-time employee shall be one hundred fifty thousand dollars (\$150,000.00). Bargaining unit members may elect to continue such coverage after retirement by reimbursing the Board for the premium, if the insurance company allows.

F. MILEAGE

All mileage accumulated by an employee for authorized school business shall be reimbursed at the Internal Revenue Service allowed rate.

G. STRS PICK-UP

The Board shall assume and pay to the State Teachers Retirement System (STRS) the bargaining unit members' contribution required from time to time under R.C. 3307.26. These contributions which are "picked up" by the Board shall be paid by the Board in lieu of contributions by the bargaining unit members. No bargaining unit member shall have the right to receive the contributed amounts directly instead of having them paid by the Board to STRS. However, each bargaining unit member's compensation shall be restated and reduced in an amount equal to the contributed amounts from time to time.

H. TUITION REIMBURSEMENT

The Board shall appropriate for each fiscal year a sum sufficient to provide \$40,000 in tuition reimbursement to teachers for earned college credit subject to the following conditions:

1. Courses to be considered for approval:
 - a. must be related to the bargaining unit member's teaching assignment and/or related areas of responsibility at the Knox County Career Center;
 - b. would lead to another area of certification/licensure;
 - c. would lead to an advanced degree in the profession of education; and/or
 - d. are necessary for the renewal or upgrade of a teacher's certificate/license.
2. All credits must be approved in advance by the Superintendent.
3. In order to be eligible for reimbursement during a fiscal year, the college course must be completed between July 1 and June 30 of each year and applications for pre-approval must be submitted to the Superintendent no later than May 1 of each school year. Any course submitted to the Superintendent for approval to receive reimbursement must be previously approved by the LPDC.
4. For reimbursement an employee must receive at least a grade of B.
5. Reimbursement payment for the college credit will occur in the months of September and January and will be paid to those staff members that are employed with the District for the school year following the year when the coursework was completed.
6. Courses taken by correspondence must be pre-approved by the LPDC.
7. Only courses completed from properly accredited colleges and universities are acceptable for reimbursement.
8. All hours for college work will be converted to semester hour equivalents and the reimbursement cap to determine the semester hour reimbursement level. No employee shall receive more than a maximum of \$3,000 per fiscal year.
9. Procedures for determining the per semester hour payment will be as follows:

- a. Determine the total number of semester hours being submitted by all individuals.
 - b. Divide the result of (a) into the reimbursement cap (\$20,000 for the first half of the year plus \$20,000 for the second half of the year plus any unused portion of the \$20,000 available during the first half of the year. Not to exceed \$40,000 per fiscal year.) to determine the per-semester hour reimbursement rate times the number of semester hours submitted.
 - c. For each individual that submitted documentation for reimbursement, multiply the per-semester hour reimbursement rate times the number of semester hours submitted.
 - d. If the reimbursement amount is greater than \$3,000, the employee will only receive the maximum amount of \$3,000.
 - e. If the reimbursement amount is less than \$3,000, the employee will receive the calculated amount from (c).
10. A certified employee of the Knox County Career Center School District is entitled to college tuition reimbursement for college coursework provided that:
- a. All necessary forms were submitted and approved through the LPDC and the Superintendent in a timely manner.
 - b. The class submitted for reimbursement was completed or will be completed before the first day of the next contract year.
 - c. All appropriate documentation for reimbursement is submitted on or before the last day of work for the employee or the last day of classes and prior to December 31 for the first half of the year or June 30 for the second half of the year.
11. The employee must remain in the employ of the Board for not less than three (3) years following the payment of reimbursement. If the employee voluntarily leaves employment with the board before the three (3) years, he/she shall repay the board the amount of the reimbursement.
12. If the employee is requested to take specific coursework by the Board, the cost of said coursework shall not be included in the tuition reimbursement cap set forth in the first paragraph of this Article.

I. PROFESSIONAL DEVELOPMENT COMMITTEE

1. A professional development committee (PDC) shall be established to oversee and review professional development plans, pursuant to Section 3319.22 of the Ohio Revised Code.
2. The Board and the KCCCSA shall establish governance, structure, procedures, and meeting schedules of the PDC. The PDC shall be comprised of teachers and administrators. There shall be one more teacher on the PDC than administrators. The teacher members shall be selected by the KCCCSA. The administrative members shall be selected by the Superintendent.

ARTICLE XVI. SEVERANCE PAY UPON RETIREMENT

- A. Employees of the Knox County Career Center School District may, at the time of their retirement from service from the Knox County Career Center School District, elect to be paid in cash for one-third (1/3) of the value of their unused accumulative sick leave earned in public service in Ohio. Only those employees whose effective date of retirement with the State Teachers Retirement System is no later than ninety (90) calendar days after the last paid day of service with the Knox County Career Center School District shall be eligible to be paid for unused cumulative sick leave. The maximum payment shall be for one-third (1/3) of the accumulative sick leave in the State of Ohio, not to exceed ninety-two (92) days.
- B. In addition, an employee must be employed by the Knox County Career Center School District for a minimum of seven (7) years to be eligible for severance pay, unless the employee was employed prior to April 17, 2001, in which case he/she need only to have been employed for a minimum of three (3) years.
- C. Such payment shall be based on the employee's rate of pay at the time of retirement. Payment for sick leave on this basis shall be considered to eliminate all sick leave accumulated in the state of Ohio by the employee at that time. Severance pay shall be made only once to any employee. Thus, if an employee has received severance pay from another political subdivision of the state of Ohio, the employee is not eligible for additional severance pay by this Knox County Career Center School Board of Education. Such payment shall be made no later than sixty (60) calendar days after the effective date of retirement with the State Teachers Retirement System or the School Employees Retirement System.
- D. For the purpose of calculating severance pay, the accumulation of unused sick leave shall be limited to two hundred seventy-six (276) days.

ARTICLE XVII. SENIORITY

- A. Seniority shall be defined as the total length of continuous service in all positions in the employment of the Board.
- B. Time spent on paid leaves of absence shall be counted in determining the length of continuous service.
- C. Time spent on unpaid leaves of absence shall not be counted in determining the length of continuous service. However, an unpaid leave of absence shall not be considered an interruption of the continuity of service.
- D. An updated seniority list will be provided to the KCCCSA President by October 1 of each year ranking teachers by name (from the most senior to the least senior teacher with a continuing contract, followed by the most senior to the least senior teacher with a limited contract) and also indicating the following information as to each individual:
 - 1. Date of initial hire (by official Board action) into a bargaining unit position;
 - 2. First day worked as a regular bargaining unit employee;
 - 3. Type of contract (limited or continuing); and
 - 4. All areas of certification/licensure.

Any corrections to such information are to be submitted by the KCCCSA President or designee to the Board's Treasurer by not later than the following November 15, at which point all information on the list will be deemed conclusive until the following October 1.

- E. If two or more individuals have equal seniority, then the following shall be used to determine who is more or most senior:
 - 1. The date of the Board meeting at which they were hired, then by
 - 2. The first day they worked as a regular bargaining unit employee, then by
 - 3. The date their initial employment contract was received by the Treasurer's office.

ARTICLE XVIII. SALARY

A. Amended schedule with the base (0 years, Class I):

2011-2012 school year - \$35,065 (1.5%)
2012-2013 school year - \$35,591 (1.5%)
2013-2014 school year - \$36,125 (1.5%)

Salary schedules are attached in Appendices A, B, and C.

B. In addition, a supplemental sum shall be paid on the base (0 years, Class I) as follows: (This schedule shall remain in effect for the 2011-2012 school year only, at which point it will expire. A committee of representatives from the Board and the KCCCSA will convene and recommend a new schedule for implementation in the 2012-2013 and 2013-2014 school years.)

OX -16%
Elective -10%
Applied -5%

Student Activity Advisor - \$500.00

Any Student Organization that meets the following guidelines:

- Elect officers
- Conduct at least one community service project of at least 10 hours
- Have at least one participation in an activity beyond the local level (this would not apply to ambassadors and student council)
- Meet on a regular basis

Additional \$250.00 for each advisor participation at state or national Level - for example:

- Attend regional/state/national conference with students (beyond the school day)
- Host a regional activity
- Student participation in state/national competition
- Release time will be granted, but no additional pay for serving as a volunteer regional or state advisor.

Additional \$1600.00 (may be divided among more than one advisor) to advise the Master Skills USA at Knox County Career Center

- Conduct election of officers
- Meet with officers monthly
- Plan monthly Master Skills USA meetings
- Conduct fund raiser
- Handle state and national dues
- Complete all state forms relating to Skills USA
- Co-sign all VICA requisitions

\$500.00 to National BETA advisor

- C. The Board of Education agrees to pay \$600.00 each for two members of the LPDC Committee and \$800.00 for the President of the Committee. This will be paid on the first pay period following July 1.
- D. Bargaining unit members who cover Saturday School shall be paid for their four (4) hours of work at the rate established by the Board for Substitute Teachers.

ARTICLE XIX. NO STRIKE

Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, including resolution by an impartial third party, the KCCCSA agrees that neither it, its officers, agents, representatives, or members individually or collectively, will authorize, instigate, cause, aid, condone, or participate in any illegal strike, work stoppage, or any other interruption of operations or service of the members or other employees of the Board.

ARTICLE XX. PROVISIONS CONTRARY TO LAW

If any provision of this Agreement shall be found contrary to law, then that provision shall be deemed invalid except to the extent permitted by law and Section 4117.10(A) of the Revised Code. All other provisions thereof shall continue in full force and effect. If any term of this Agreement is deemed invalid, bargaining shall begin within ten days from the date of a written request by either party to begin bargaining on the provision invalidated.

ARTICLE XXI. HEALTH AND SAFETY

- A. The parties agree that a health and safety committee comprised of management and KCCCSA members exists. The committee shall address health and safety concerns raised by either party and shall meet no less than quarterly at a mutually agreeable time and place.
- B. If administration becomes aware of either a staff member or a student contracting a communicable disease, they shall notify staff of such, without divulging confidential information.

ARTICLE XXII. DURATION OF AGREEMENT

This Agreement is entered into between the Knox County Career Center School District Board of Education and the Knox County Career Center Staff Association for the period beginning July 1, 2011, and ending June 30, 2014.

As authorized by the respective parties on this 6th day of October, 2011.

KNOX COUNTY CAREER CENTER
STAFF ASSOCIATION

BY: Kelly Anne Bell
President

BY: Tommy Klein
Team Member

BY: Steph Leusser
Team Member

BY: Samuel D
Team Member

BY: James D Beck
Team Member

BY: Cortney A Springer
Team Member

KNOX COUNTY CAREER CENTER
BOARD OF EDUCATION

BY: Richard M. Lamm
President

BY: Bachway
Superintendent

BY: Tracy Elliott
Treasurer

BY: Robert L. Kirk
Team Member

BY: Kenneth R. Breshart
Team Member

BY: Jane Marlow
Team Member

APPENDIX A SALARY SCHEDULE 2011-2012

STEP	NO DEGREE		B.A. DEGREE OR EQUIVALENT		150 SEM. HOURS 5 YEARS TRAINING OR EQUIVALENT		M.A. DEGREE		M.A. +15 GRAD SEM SINCE THE DATE M.A. DEGREE		M.A. +30 GRAD SEM SINCE THE DATE M.A. DEGREE	
	CLASS 0		CLASS I		CLASS II		CLASS III		CLASS IV		CLASS V	
0	0.865	\$30,331	1.000	\$35,065	1.050	\$36,818	1.100	\$38,572	1.150	\$40,325	1.200	\$42,078
1	0.915	\$32,084	1.050	\$36,818	1.100	\$38,572	1.150	\$40,325	1.200	\$42,078	1.250	\$43,831
2	0.965	\$33,838	1.100	\$38,572	1.150	\$40,325	1.200	\$42,078	1.250	\$43,831	1.300	\$45,585
3	1.015	\$35,591	1.150	\$40,325	1.200	\$42,078	1.250	\$43,831	1.300	\$45,585	1.350	\$47,338
4	1.065	\$37,344	1.200	\$42,078	1.250	\$43,831	1.300	\$45,585	1.350	\$47,338	1.400	\$49,091
5	1.115	\$39,097	1.250	\$43,831	1.300	\$45,585	1.350	\$47,338	1.400	\$49,091	1.450	\$50,844
6	1.165	\$40,851	1.300	\$45,585	1.350	\$47,338	1.400	\$49,091	1.450	\$50,844	1.500	\$52,598
7	1.215	\$42,604	1.350	\$47,338	1.400	\$49,091	1.450	\$50,844	1.500	\$52,598	1.550	\$54,351
8	1.265	\$44,357	1.400	\$49,091	1.450	\$50,844	1.500	\$52,598	1.550	\$54,351	1.600	\$56,104
9	1.315	\$46,110	1.450	\$50,844	1.500	\$52,598	1.550	\$54,351	1.600	\$56,104	1.650	\$57,857
10	1.365	\$47,864	1.500	\$52,598	1.550	\$54,351	1.600	\$56,104	1.650	\$57,857	1.700	\$59,611
11	1.415	\$49,617	1.550	\$54,351	1.600	\$56,104	1.650	\$57,857	1.700	\$59,611	1.750	\$61,364
12			1.600	\$56,104	1.650	\$57,857	1.700	\$59,611	1.750	\$61,364	1.800	\$63,117
13			1.650	\$57,857	1.700	\$59,611	1.750	\$61,364	1.800	\$63,117	1.850	\$64,870
14			1.700	\$59,611	1.750	\$61,364	1.800	\$63,117	1.850	\$64,870	1.900	\$66,624
15			1.750	\$61,364	1.800	\$63,117	1.850	\$64,870	1.900	\$66,624	1.950	\$68,377
16			1.800	\$63,117	1.850	\$64,870	1.900	\$66,624	1.950	\$68,377	2.000	\$70,130
17			1.800	\$63,117	1.850	\$64,870	1.900	\$66,624	1.950	\$68,377	2.000	\$70,130
18			1.850	\$64,870	1.900	\$66,624	1.950	\$68,377	2.000	\$70,130	2.050	\$71,883
19			1.850	\$64,870	1.900	\$66,624	1.950	\$68,377	2.000	\$70,130	2.050	\$71,883
20			1.900	\$66,624	1.950	\$68,377	2.000	\$70,130	2.050	\$71,883	2.100	\$73,637
21			1.930	\$67,675	1.980	\$69,429	2.030	\$71,182	2.080	\$72,935	2.130	\$74,688
22			1.930	\$67,675	1.980	\$69,429	2.030	\$71,182	2.080	\$72,935	2.130	\$74,688
23			1.960	\$68,727	2.010	\$70,481	2.060	\$72,234	2.110	\$73,987	2.160	\$75,740

APPENDIX B SALARY SCHEDULE 2012-2013

STEP	NO DEGREE		B.A. DEGREE OR EQUIVALENT		150 SEM. HOURS 5 YEARS TRAINING OR EQUIVALENT		M.A. DEGREE		M.A. +15 GRAD SEM SINCE THE DATE M.A. DEGREE		M.A. +30 GRAD SEM SINCE THE DATE M.A. DEGREE	
	CLASS 0		CLASS I		CLASS II		CLASS III		CLASS IV		CLASS V	
0	0.865	\$30,786	1.000	\$35,591	1.050	\$37,371	1.100	\$39,150	1.150	\$40,930	1.200	\$42,709
1	0.915	\$32,566	1.050	\$37,371	1.100	\$39,150	1.150	\$40,930	1.200	\$42,709	1.250	\$44,489
2	0.965	\$34,345	1.100	\$39,150	1.150	\$40,930	1.200	\$42,709	1.250	\$44,489	1.300	\$46,268
3	1.015	\$36,125	1.150	\$40,930	1.200	\$42,709	1.250	\$44,489	1.300	\$46,268	1.350	\$48,048
4	1.065	\$37,904	1.200	\$42,709	1.250	\$44,489	1.300	\$46,268	1.350	\$48,048	1.400	\$49,827
5	1.115	\$39,684	1.250	\$44,489	1.300	\$46,268	1.350	\$48,048	1.400	\$49,827	1.450	\$51,607
6	1.165	\$41,464	1.300	\$46,268	1.350	\$48,048	1.400	\$49,827	1.450	\$51,607	1.500	\$53,387
7	1.215	\$43,243	1.350	\$48,048	1.400	\$49,827	1.450	\$51,607	1.500	\$53,387	1.550	\$55,166
8	1.265	\$45,023	1.400	\$49,827	1.450	\$51,607	1.500	\$53,387	1.550	\$55,166	1.600	\$56,946
9	1.315	\$46,802	1.450	\$51,607	1.500	\$53,387	1.550	\$55,166	1.600	\$56,946	1.650	\$58,725
10	1.365	\$48,582	1.500	\$53,387	1.550	\$55,166	1.600	\$56,946	1.650	\$58,725	1.700	\$60,505
11	1.415	\$50,361	1.550	\$55,166	1.600	\$56,946	1.650	\$58,725	1.700	\$60,505	1.750	\$62,284
12			1.600	\$56,946	1.650	\$58,725	1.700	\$60,505	1.750	\$62,284	1.800	\$64,064
13			1.650	\$58,725	1.700	\$60,505	1.750	\$62,284	1.800	\$64,064	1.850	\$65,843
14			1.700	\$60,505	1.750	\$62,284	1.800	\$64,064	1.850	\$65,843	1.900	\$67,623
15			1.750	\$62,284	1.800	\$64,064	1.850	\$65,843	1.900	\$67,623	1.950	\$69,402
16			1.800	\$64,064	1.850	\$65,843	1.900	\$67,623	1.950	\$69,402	2.000	\$71,182
17			1.800	\$64,064	1.850	\$65,843	1.900	\$67,623	1.950	\$69,402	2.000	\$71,182
18			1.850	\$65,843	1.900	\$67,623	1.950	\$69,402	2.000	\$71,182	2.050	\$72,962
19			1.850	\$65,843	1.900	\$67,623	1.950	\$69,402	2.000	\$71,182	2.050	\$72,962
20			1.900	\$67,623	1.950	\$69,402	2.000	\$71,182	2.050	\$72,962	2.100	\$74,741
21			1.930	\$68,691	1.980	\$70,470	2.030	\$72,250	2.080	\$74,029	2.130	\$75,809
22			1.930	\$68,691	1.980	\$70,470	2.030	\$72,250	2.080	\$74,029	2.130	\$75,809
23			1.960	\$69,758	2.010	\$71,538	2.060	\$73,317	2.110	\$75,097	2.160	\$76,877

APPENDIX C SALARY SCHEDULE 2013 – 2014

STEP	NO DEGREE		B.A. DEGREE OR EQUIVALENT		150 SEM. HOURS 5 YEARS TRAINING OR EQUIVALENT		M.A. DEGREE		M.A. +15 GRAD SEM SINCE THE DATE M.A. DEGREE		M.A. +30 GRAD SEM SINCE THE DATE M.A. DEGREE	
	CLASS 0		CLASS I		CLASS II		CLASS III		CLASS IV		CLASS V	
0	0.865	\$31,248	1.000	\$36,125	1.050	\$37,931	1.100	\$39,738	1.150	\$41,544	1.200	\$43,350
1	0.915	\$33,054	1.050	\$37,931	1.100	\$39,738	1.150	\$41,544	1.200	\$43,350	1.250	\$45,156
2	0.965	\$34,861	1.100	\$39,738	1.150	\$41,544	1.200	\$43,350	1.250	\$45,156	1.300	\$46,963
3	1.015	\$36,667	1.150	\$41,544	1.200	\$43,350	1.250	\$45,156	1.300	\$46,963	1.350	\$48,769
4	1.065	\$38,473	1.200	\$43,350	1.250	\$45,156	1.300	\$46,963	1.350	\$48,769	1.400	\$50,575
5	1.115	\$40,279	1.250	\$45,156	1.300	\$46,963	1.350	\$48,769	1.400	\$50,575	1.450	\$52,381
6	1.165	\$42,086	1.300	\$46,963	1.350	\$48,769	1.400	\$50,575	1.450	\$52,381	1.500	\$54,188
7	1.215	\$43,892	1.350	\$48,769	1.400	\$50,575	1.450	\$52,381	1.500	\$54,188	1.550	\$55,994
8	1.265	\$45,698	1.400	\$50,575	1.450	\$52,381	1.500	\$54,188	1.550	\$55,994	1.600	\$57,800
9	1.315	\$47,504	1.450	\$52,381	1.500	\$54,188	1.550	\$55,994	1.600	\$57,800	1.650	\$59,606
10	1.365	\$49,311	1.500	\$54,188	1.550	\$55,994	1.600	\$57,800	1.650	\$59,606	1.700	\$61,413
11	1.415	\$51,117	1.550	\$55,994	1.600	\$57,800	1.650	\$59,606	1.700	\$61,413	1.750	\$63,219
12			1.600	\$57,800	1.650	\$59,606	1.700	\$61,413	1.750	\$63,219	1.800	\$65,025
13			1.650	\$59,606	1.700	\$61,413	1.750	\$63,219	1.800	\$65,025	1.850	\$66,831
14			1.700	\$61,413	1.750	\$63,219	1.800	\$65,025	1.850	\$66,831	1.900	\$68,638
15			1.750	\$63,219	1.800	\$65,025	1.850	\$66,831	1.900	\$68,638	1.950	\$70,444
16			1.800	\$65,025	1.850	\$66,831	1.900	\$68,638	1.950	\$70,444	2.000	\$72,250
17			1.800	\$65,025	1.850	\$66,831	1.900	\$68,638	1.950	\$70,444	2.000	\$72,250
18			1.850	\$66,831	1.900	\$68,638	1.950	\$70,444	2.000	\$72,250	2.050	\$74,056
19			1.850	\$66,831	1.900	\$68,638	1.950	\$70,444	2.000	\$72,250	2.050	\$74,056
20			1.900	\$68,638	1.950	\$70,444	2.000	\$72,250	2.050	\$74,056	2.100	\$75,863
21			1.930	\$69,721	1.980	\$71,528	2.030	\$73,334	2.080	\$75,140	2.130	\$76,946
22			1.930	\$69,721	1.980	\$71,528	2.030	\$73,334	2.080	\$75,140	2.130	\$76,946
23			1.960	\$70,805	2.010	\$72,611	2.060	\$74,418	2.110	\$76,224	2.160	\$78,030