

K# 27504

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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**SOUTHERN HILLS
JOINT VOCATIONAL SCHOOL
BOARD OF EDUCATION**

AND THE

**SOUTHERN HILLS
JOINT VOCATIONAL SCHOOL
TEACHERS' ASSOCIATION**

[BROWN COUNTY]

JULY 1, 2011 TO JUNE 30, 2014

2011 JUL - 1 P 3: 24

STATE EMPLOYMENT
RELATIONS BOARD

46

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ARTICLE I – RECOGNITION

1.01 RECOGNITION:

The Board of Education, hereinafter referred to as the "Board", recognizes the Southern Hills Joint Vocational School Teachers Association, an affiliate of the Ohio and National Education Associations, hereinafter referred to as the "Association", as the sole and exclusive bargaining agent for all professional staff members employed by the Board in the employee bargaining unit as set forth in Section 1.02

1.02 BARGAINING UNIT:

The term "professional staff member" of the employee bargaining unit covered by this contract is defined as all certificated personnel employed by the Board whether on leave, excluding the Superintendent of Schools, Directors, Supervisors, and all others for whom certification in supervision of administration is required as a condition of employment, substitutes, and all other employees of the Board.

ARTICLE II – MANAGEMENT RIGHTS

2.01 MANAGEMENT RIGHTS:

The Board hereby retains and reserves unto itself, without limitations, all the powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio and of the United States, except as expressly limited by the terms of this contract.

ARTICLE III – ASSOCIATION RIGHTS

3.01 RIGHTS DEFINED:

Recognition of the Association as the bargaining agent shall entitle the Association to the following rights:

3.02 BULLETIN BOARDS:

The representative of the association shall have the use of a bulletin board, designated for association business. The location of the bulletin board shall be in the teachers' lounge in use for the school year.

3.03 PAYROLL DEDUCTION:

The following payroll deductions will be provided at no cost to the professional staff member:

3.031 ASSOCIATION DUES DEDUCTION:

Employees who, upon the effective date of this agreement, are members of the Southern Hills Joint Vocational School Teachers Association, in good standing, in accordance with the constitution and by-laws of the Association, and those employees who may thereafter become members shall maintain their membership in the Association by the tender of periodic dues and any fees uniformly required by the Association. Dues deduction and membership authorized shall be continuous once requested for the duration of this agreement, except that such authorization may be revoked by the employee, in writing, between September 1 and September 15 during any year of the agreement. The dues deduction authorization provided for herein, shall not be revoked except during the open period set forth above. Such deductions shall be made in equal amounts, beginning the month after the authorization form is submitted to the Treasurer of the Board. All money so deducted shall be remitted to the Treasurer of the Association monthly, accompanied by a list of teachers from whom the deductions are made and the amount for each said teacher. If a teacher gives written notice to the Treasurer of the Board to discontinue such deductions, that Treasurer shall provide the Treasurer of the Association within forty-eight (48) hours of such action, the names of said teachers making such request.

3.032 CREDIT UNION DEDUCTION:

In the event a credit union is established during the duration of this agreement, payroll deduction shall be granted.

3.033 INSURANCE PROGRAM DEDUCTION:

Insurance programs endorsed by the Board.

3.034 ANNUITIES:

Tax sheltered annuities are available on written application to the Treasurer of the Board. Deductions are made in twenty-four (24) equal payments. Payroll entrance for withholding annuities shall be accomplished by the 20th day of September and the 20th day of January of each school year for new annuities or change of annuities.

The amount withheld on changes on existing programs or new annuity programs or changes in existing programs shall be in multiples of \$25.00 as provided by law. All companies selling annuities shall be approved by the Board prior to approval of payroll deductions for said company. Annuities shall be carried for one year after acceptance by the employer, except that this requirement shall not apply to your first agreement if the remaining portion of the employee's contract has less than one year to run.

Annuities shall be deducted from the check of the employee(s) when a minimum of fifteen percent (15%) of the employees request said deduction with a Board approved company.

3.035 POLITICAL CONTRIBUTIONS:

Actual handling cost of said deduction to be deducted from the contribution.

3.036 CITY TAXES DEDUCTION:

City taxes shall be deducted upon request when at least five people so request within each taxing authority.

3.037 OTHER DEDUCTIONS:

Such other deductions as are mutually agreed to by both parties.

3.04 PUBLIC ADDRESS ANNOUNCEMENTS:

At the request of the Association, the Association may make announcements on the Public Address system in accordance with present policy. All association announcements shall be submitted in writing to the person responsible for making such announcements.

3.05 USE OF SCHOOL EQUIPMENT:

The Association building representative will have permission to use individual school equipment, provided they have received training and when such equipment is not otherwise in use. The Association will have the right to use the school building without cost at times when the building is already open for meetings. The principal will be notified in advance of the time and place of all meetings so that the meetings may not interfere with other school activities. All equipment will be checked as to condition by the principal or his/her designated representative and the Association building representative prior to its use so that in the event of damage or breakage, the Association will be responsible to repair or replace, at pro-rated market value. Supplies in connection with such equipment used will be furnished and paid for by the SHJVSTA/OEA/NEA.

3.06 DISSEMINATION OF MATERIALS:

The Association shall have the right to e-mail, place notices, circulars, and other materials in all teachers' mailboxes.

3.07 NOTIFICATION OF SCHOOL BOARD MEETINGS:

The Association shall receive notice of any regular or special Board Meeting in accordance with the directives of the "Sunshine Law". Such notification shall be made to the President of the Association on the same basis as it is to the news media.

3.08 PERSONNEL DIRECTORY:

The President of the Association shall be provided with a directory of all current employees. Names and addresses of newly employed professional staff members shall be provided to the Association following Board approval of their contract.

3.09 NEW TEACHER EMPLOYMENT AND ORIENTATION:

The Association shall have the right to participate in initial planning and orientation meetings for new professional staff members. Teacher Orientation meetings shall be scheduled on the school calendar.

Written notice shall be given to the new staff member as to the recommended salary placement prior to board action. If salary is changed by board action, a second notice with the adopted salary placement is given to the employee.

3.10 SUPPLIES AND MATERIALS:

The Association may purchase supplies and materials from the Board's supplies at the same price paid by the Board.

3.11 PRINTING AND PROVIDING COPIES OF THE CONTRACT:

The Board and the Association agree to share the cost of printing fifty (50) copies of the collective bargaining agreement and shall be placed on the district website restricted for employee access only.

3.12 NO REPRISAL CLAUSE:

There will be no reprisals of any kind taken against any professional staff member by reason of his/her membership in the Association or participating in any of its activities.

3.13 LABOR/MANAGEMENT COMMITTEE:

The Board and the Association agree to meet once per quarter to discuss matters of mutual concern. The parties shall meet on the fourth of the month except as otherwise mutually agreed. The President of the Association and the Superintendent shall mutually agree on the time and place of the meeting. Agenda items shall be submitted by the third Tuesday of the month at which time the agenda shall be distributed to both parties. Complaints must be specific (no general complaints) and ways or suggestions of dealing with the problem shall be included. If no items are submitted for the agenda, no meeting need be held. This does not limit the parties agreeing to meet to discuss items that may arise after the agenda deadline. No more than four persons shall represent each party that should include the President of the Association and the Superintendent. A written response by the parties shall be given within thirty (30) days or the next LMC meeting, whichever is sooner, to any questions raised at this meeting.

Each spring, the LMC shall review all forms used in the district prior to placement in the Employee Handbook. The LMC committee shall mutually agree on any and all changes to these forms.

ARTICLE IV – NEGOTIATIONS PROCEDURE

4.01 NOTICE TO NEGOTIATE:

Either the Association or the Board may initiate negotiations by a Notice to Negotiate forwarded to the other party no sooner than one hundred twenty (120) days nor later than ninety (90) days prior to the expiration of the agreement.

4.02 FIRST NEGOTIATIONS SESSION:

Within fifteen (15) working days of the transmittal of said notice, the parties shall hold their first negotiation session. The first negotiation session shall be for the purpose of exchanging proposals and determining any ground rules deemed necessary.

4.03 BARGAINING TEAMS:

The Association, through its executive committee, shall appoint up to three (3) representatives to negotiate with up to three (3) representatives officially appointed by the Board. All negotiations shall be conducted exclusively between said teams.

4.04 CHIEF SPOKESPERSON LATE/UNABLE TO ATTEND:

When unforeseen circumstances make it impossible for the chief spokesperson for either party to be in attendance, or cause him/her to be late, it shall be the duty of that team to notify the other as promptly as possible. Both parties shall agree to a time, date, and place for the next negotiation session.

4.05 RELEASED TIME FOR BARGAINING:

If negotiations between the Board and the Association are scheduled during a school day, the members of the Association's negotiating team will be relieved of all regular and/or supplemental duties. The Association shall pay for the substitute(s).

4.06 AUTHORITY TO NEGOTIATE:

While no final agreement shall be executed without ratification by the Association, and adoption by the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make and consider proposals and counterproposals; and to make concessions in the course of negotiations so as to reach agreements.

4.07 USE OF CONSULTANTS:

Either party may call upon professional and lay consultants (in addition to their representative) to present testimony and facts concerning matters under discussion. Up to two (2) consultants may be used by each of the parties in any negotiation session. The party wishing to use consultants shall give the other side at least 48 hours notice of the fact that consultants will be present at the next negotiating session. The cost of such consultants shall be borne by the party requesting their service.

4.08 INFORMATION:

The Board and Superintendent agree to furnish the Association's negotiation committee, upon request and in reasonable time, during negotiations process the following documents: T&E Grid, July Tax Budget, Appropriations Resolution, all Amended Certificates of Estimated Resources, monthly financial statements, and final Appropriations and Receipt Ledger and the Annual Financial Report. The Association agrees to furnish all available information on its proposals to the Board negotiation team to explain, clarify and verify the cost of its proposals.

4.09 AGREEMENT:

Tentative agreement on negotiation items shall be reduced to writing and initialed by the representatives of each party, but such initialing shall not be construed as final agreement, and either party may revise an initialed agreement until all items have been agreed to by the respective negotiation teams, and the contract is complete.

4.10 TENTATIVE AGREEMENT:

When agreement is reached, it shall be reduced to writing and submitted for ratification to both parties. The negotiation teams pledge that they will favorably recommend the tentative agreement to the groups they represent.

4.11 IMPASSE:

4.111 MEDIATION:

If, after sixty (60) days prior to the expiration of the agreement, or a re-opener, agreement has not been reached on all items under negotiations, either party may call for the services of the Federal Mediation and Conciliation Service (FMCS) to assist in negotiations. If a party calls for FMCS involvement, the other party shall join in a joint request.

4.112 MUTUALLY-AGREED DISPUTE RESOLUTION PROCEDURE:

The dispute resolution procedure is mutually agreed to by the parties under O.R.C. 4117.14 (C) 91 (f) and is intended to supersede the procedures contained in O.R.C. 4117.14.

4.113 LENGTH OF MEDIATION PERIOD:

The mediation period shall be thirty (30) calendar days from the first meeting with the mediator. After the thirty (30) days has expired it is agreed that the impasse procedures are completed and the parties are at impasse unless they otherwise mutually agree to extend the mediation time.

4.114 RIGHT TO STRIKE:

The mediation shall be thirty (30) calendar days set forth in 4.113, and assuming the contract has expired and no agreement has been reached, the employees in the bargaining unit represented the Association shall have the right to strike provided the Association has given ten (10) working days notice of an intent to strike to the Board and the State Employment Relations Board (SERB) as required by 4117.14 of O.R.C. and further provided the Association has submitted the Board's final offer to a vote of its full membership.

4.115 REOPENER:

For the purposes of this section, a re-opener date shall be treated as if it is an expiration date for the purpose of allowing the Association the right to strike as provided in O.R.C. 4117.14 (D) (2).

4.12 DEFINITIONS:

4.121 NEGOTIATIONS DEFINED:

Negotiations means conferring, discussing and negotiating in good faith in an effort to reach agreement upon those matters which are negotiable in accordance with the re-opener provisions of this contract.

4.122 GOOD FAITH DEFINED:

"Good Faith" involves coming to the negotiating table with the intention of negotiating, not of dogmatically pursuing preconceived stands. Good faith requires that the Association and the Board be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons and offer counterproposals. The obligation of the Board or its representatives and the representative of the Association to meet for purposes of professional negotiations does not compel either party to agree to a proposal or require the making of a concession.

4.123 DAYS DEFINED:

"Days" shall mean postal delivery days except for days which call for closure due to inclement weather or unless otherwise indicated in this contract.

ARTICLE V -- GRIEVANCE PROCEDURE

5.01 GRIEVANCE POLICY:

The Board recognizes that in the interest of effective personnel management, a procedure is necessary whereby its professional staff members can be assured of a prompt, impartial, and fair hearing on their grievances. Such procedures shall be available to all professional staff members of the bargaining unit and no reprisals of any kind shall be taken against any professional staff members of the bargaining unit initiating or participating in the grievance procedure.

5.02 GRIEVANCE DEFINED:

A grievance is an alleged violation, misinterpretation or misapplication of the Master Contract.

5.03 GRIEVANT DEFINED:

Grievant: individual, group (2 or more) or Association.

5.04 GRIEVANCE PROCEDURE PURPOSE AND OBJECTIVES:

The primary purpose of this procedure shall be to obtain at the lowest administrative level and in the shortest period of time, equitable solutions to grievances, which may arise from time to time. Both the Board and the Association agree that grievance proceedings shall be handled in a confidential manner and that all hearings shall be private and in executive session unless such hearings directly involve a person who requests to have the hearing held in public.

5.05 RIGHTS OF THE GRIEVANT AND THE ASSOCIATION:

The Association representative for the processing of grievances shall be the Association president or his/her designee.

5.051 INDIVIDUAL RIGHTS:

Any person may appear in his/her own behalf or may be represented at each level of the grievance procedure after the informal discussion level.

5.052 ASSOCIATION RIGHTS:

The President of the Association shall receive prior notice of each meeting held to resolve a grievance. Decisions rendered at each level will be made in writing on the prescribed forms setting forth the decision and the reasons therefore, and will be transmitted promptly to all parties in interest, to the President of the Association and the administrator involved.

5.06 GRIEVANCE RECORDS:

No records, documents, or communication concerning a grievance will be placed in the personnel file of an individual grievant, unless said individual grievant requests otherwise. No person shall be discriminated against as a result of filing a grievance.

5.07 GRIEVANCE FILING AT LOWEST LEVEL:

All grievances shall be filed at the lowest possible level. The lowest possible level means that level of the grievance procedure at which the administrator deciding the grievance has authority to make a decision.

5.08 ASSOCIATION GRIEVANCE:

The Association, as such, shall have the right to file a grievance, if the subject matter involved concerns an alleged violation of the negotiated contract as respects the rights and privileges granted to the Association, or an alleged violation of the negotiated contract as respects a matter affecting two or more professional staff members of the bargaining unit.

5.09 ASSOCIATION DISCRETION:

Nothing in this contract shall bind the Association from exercising discretion in resolving to pursue or not to pursue a grievance at any level. A grievance may be withdrawn at the first 3 levels without prejudice or record.

5.10 DAYS DEFINED:

"Days" shall refer to work days exclusive of Saturdays, Sundays, or holidays, except for snow make-up days.

5.11 TIME LIMITS:

The number of days indicated at each step is considered a maximum. The time limits specified, however, may be extended by written agreement of the parties in interest.

5.111 INITIATION OF GRIEVANCE:

If any grievance is not initiated within twenty (20) days after the grievant knew or reasonably should have known of the event or condition upon which it is based, the grievance may not be presented as such. However, if a condition is recurring, the twenty (20) day time limit will be applied to the most recent occurrence.

5.112 TIMELINE FOR APPEAL TO NEXT LEVEL:

All grievances must be appealed to the next formal level within fifteen (15) days. Failure to do so shall deem the grievance settled on the basis of the disposition at the previous level.

5.12 PROCEDURE:

5.121 LEVEL I (APPROPRIATE SUPERVISOR OR DIRECTOR):

The grievant shall first discuss his/her or their grievance with the appropriate supervisor or director alone with the objective of resolving the grievance informally. The aggrieved person or persons shall state to the Director at the start of the conference that this is Level I of the grievance procedure.

5.122 LEVEL II (SUPERINTENDENT LEVEL):

In the event the aggrieved person is not satisfied with the disposition of this discussion, or if they choose, irrespective of Section 5.121, they may file a grievance in writing with the Association on the prescribed form with the Superintendent. The Association will assist in writing this grievance.

5.1221 SUPERINTENDENT REASONS:

Upon receipt of the grievance, the Superintendent will respond to the aggrieved person in writing by giving specific reasons for the decision and/or action which caused the filing of the grievance.

5.1222 SUPERINTENDENT LEVEL HEARING:

Within five (5) school days after receiving the claim, the party in interest will then initiate a hearing, at a time and place mutually agreeable, to investigate the claim. The hearing should include the Superintendent, the aggrieved person, Association representatives, and any other person who may be needed to give information as to the claim. Within twenty (20) school days following the hearing, the party in interest will render a written decision which will include the specific reasons for this decision based upon the circumstances of the hearing. In the event no decision is forthcoming within the prescribed time, the grievance will be advanced to Level III.

5.123 LEVEL III (BINDING ARBITRATION OR COURT):

Within ten (10) days of receipt of the decision from Level Two, if the grievant(s) is not satisfied with disposition of Level Two, then the grievant(s) may initiate this Level of the grievance procedure.

5.1231 BINDING ARBITRATION OR COURT:

The parties agree to utilize one of the following procedures for the resolution of grievances. If both parties agree to arbitration, then the decision of the arbitrator shall be final and binding. If either party objects to the utilization of arbitration, then the grievance may be resolved in a court of law.

5.1232 SELECTION OF ARBITRATOR AND CONDUCT OF HEARING:

If arbitration is used, the arbitrator shall be chosen from a list provided by the American Arbitration Association (AAA). Selection and hearing shall be in accordance with the voluntary rules and regulations of the AAA. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be final and binding on both the Board and the Association. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinions which are not directly essential in reaching the decision.

5.1233 LIMITS OF ARBITRATOR AUTHORITY:

The arbitrator shall in no way interfere with management prerogatives involving Board discretion nor limit or interfere in any way with the powers, duties, and rules and regulations of the Board.

5.1234 COSTS OF ARBITRATION:

The costs for arbitration shall be borne by the party found not in favor by the arbitrator.

5.13 INDIVIDUAL INFORMAL ADJUSTMENT OF COMPLAINT OR PROBLEM:

Nothing contained herein will be construed as limiting the right of any professional staff member having a complaint or problem to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this contract and the Association has been given the opportunity to be present at such adjustment and to state its views.

5.14 ASSOCIATION PRESENCE DURING GRIEVANCE PROCEDURE:

Any meeting or utilization of the grievance procedure shall take place only in the presence of the Association.

5.15 NO APPEAL OF ARBITRATOR DECISION TO COURT:

The Association shall not appeal the decision of an arbitrator into a court of law.

ARTICLE VI – EMPLOYMENT, ASSIGNMENTS, VACANCIES

6.01 CERTIFICATION:

Professional staff members employed by the Board for a regular teaching assignment shall have proper certification as required by law.

6.02 CONTRACT SEQUENCE:

Bargaining unit members shall be issued an individual contract in the following order:

1. Upon initial employment, a one-year contract;
2. Upon subsequent re-employment, a two-year contract;
3. Upon subsequent re-employment, a two-year contract;
4. Upon subsequent re-employment, and thereafter, a three-year contract or a continuing contract.

The Board may interrupt this contract sequence once and may issue a bargaining unit member a one or two-year contract with stated specific reasons for improvement. Bargaining unit members on temporary certificates may only receive a one-year contract.

6.021 ELIGIBILITY FOR CONTINUING CONTRACT

Eligibility for continuing contract shall be based upon state law. Current eligibility requirements are as follows:

- A. A member must have been employed by the district for three (3) of the last five (5) years (or two (2) years if he/she has previously obtained continuing contract elsewhere) and
- B. must have:
 1. a. A professional certificate, permanent certificate, or life certificate or,
b. a professional educator license
and,
 2. a. If a masters degree was held at the time of initially receiving a certificate or license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate or license or,
b. If no masters degree was held at the time of initially receiving a certificate or license, thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate or license.

6.03 ASSIGNMENTS:

All newly employed professional staff members or those with new assignments shall be informed in writing of their grade level, and teaching assignments. Said notice shall be thirty (30) days before the start of each school year or within five (5) days of new employment or new assignment. If conditions require, with less than fifteen (15) days prior to the opening date of school or during the school year, personnel with new assignments or new employees shall be

verbally notified of their assignment with written confirmation to follow within five (5) days. In such a case the teacher shall be given no less than twenty (20) days to adjust to the new position before any formal evaluation takes place.

6.04 VACANCIES:

6.041 POSTING OF JOB OPENINGS AND NEWLY CREATED POSITIONS:

Regular teaching vacancies, newly created positions and supplemental vacancies shall be posted as they become known. The vacancy notice shall be posted for not less than five (5) work days. Posting within the meaning of this provision means emailing or faxing a copy of the notice of vacancy to the Association President, posting in the central office, and emailing or faxing copies to all bargaining unit members at the satellite locations. A copy of all postings shall be timely provided to the Association President. During any school recess, timely providing shall mean mailing all postings to the Association President.

6.042 POSTING REQUIREMENTS:

Job descriptions and qualifications will be listed with the position.

6.043 MID-YEAR VACANCIES:

If a mid-year vacancy is currently filled for the balance of the school year, the person filling the vacancy shall be subject to the terms and conditions of this agreement.

6.044 RESTRICTIONS ON POSTING TO OUTSIDE:

Vacancies may be advertised in the local newspapers after employees are given a reasonable opportunity to apply for the vacancy.

ARTICLE VII – WORKING CONDITIONS

7.01 SCHOOL YEAR DEFINED:

The school year for regularly contracted professional staff members shall be defined as one hundred-eighty two (182) days. This is made up of one hundred seventy-eight (178) days of teaching, two (2) days of in-service, and two (2) days of parent conferences. Actual dates shall be set by the Board.

7.011 SATELLITE INSTRUCTORS SCHOOL YEAR

Satellite Instructors shall follow calendar of assigned home school.

7.02 SCHOOL DAY DEFINED:

No teacher shall have more than three hundred (300) minutes per day of student contact time. There shall be forty (40) minutes of preparation time (minimum) per day for each member of the bargaining unit. Thirty (30) minutes of the seven-hour day shall be included as an uninterrupted, duty-free lunch period.

7.021 TEACHER REPORTING/DISMISSAL TIMES:

Teachers shall be at school forty-five (45) minutes prior to the first regularly scheduled scholastic class and shall be dismissed from all duties fifteen (15) minutes after students are dismissed from the last regularly scheduled scholastic class.

7.022 USE OF MORNING REPORTING TIME:

The time before the regular scheduled classes may be used for staff meetings or student supervision as assigned by the Principal.

7.023 TEACHER SIGN-IN:

The Board shall provide sign-in sheets in the school office. All schoolteachers will be expected to sign in and out.

7.024 SATELLITE INSTRUCTOR DAILY SCHEDULE

Satellite Instructors shall follow daily schedule of assigned home school.

7.03 FACILITIES FOR PROFESSIONAL STAFF MEMBERS:

Professional staff members shall have private restrooms for their exclusive use.

7.04 FACULTY LOUNGE:

Professional staff members shall have at least one room designated as a Faculty Lounge.

7.05 COFFEE MAKERS:

Professional staff members shall be permitted to have coffee-making devices in the lounge. Use of refrigeration will be available for professional staff members' use.

7.06 TEACHER WORK AREA:

A working area shall be provided for teachers who do not have use of their own classroom during their planning time.

7.07 ORDERING OF MATERIALS:

Bargaining unit members shall be provided instructional supply and equipment requests. Such supply and equipment requests shall be returned to the treasurer's office not later than March 30th to allow the Board sufficient time to develop budgeting plans for the coming school year.

7.08 SCHOOL CLOSINGS:

Should it be determined by the Superintendent that schools cannot be opened for students, the teachers will not be requested to report to school. Should the opening of schools be delayed by the Superintendent, teachers may report on an equally delayed schedule, if their personal safety is in jeopardy.

7.09 TEACHING ENVIRONMENT:

Professional staff members will work under safe and healthful conditions meeting at least minimum county health department's guidelines. No professional staff member will be required to operate equipment or vehicles which are in disrepair as determined by the Supervisor after inspection by the affected bargaining unit member and Supervisor. The district shall comply with all OSHA rules and regulations with specific concerns being addressed through the labor management committee.

7.10 CLASSROOM MAINTENANCE AND CLEANLINESS:

All teachers shall share in the responsibilities for maintaining classrooms that are conducive to the educational process. Students, under the teachers' direction, shall also share in the same responsibilities. The Board shall address all general maintenance requests in a timely manner. The maintenance supervisor shall have an advisory committee, comprised of both bargaining unit members and non-members, to discuss related issues. The committee shall meet on or around December 15, March 15 and May 15 of each year.

7.101 RESTRICTIONS:

Teachers shall not perform any maintenance of his/her classroom for which he/she is not qualified or certified.

7.11 SUPPLIES:

If requested, grade books and lesson plan books complete with binder(s) will be provided for each professional staff member at Board expense at the beginning of each school year. The Board will provide audiovisual and other equipment for each school and will maintain that equipment in good repair. Professional staff members will be provided with electronic gradebook and attendance software, texts, supplies and other materials necessary to teach assigned courses.

7.12 STUDENT DISCIPLINE:

The Superintendent shall issue written policy guidelines approved by the Board, pertaining to student discipline. All discipline shall be in accordance with Board policy, this agreement, Board approved classroom rules and state law.

7.121 STUDENT DISCIPLINE PROCEDURE:

When a teacher determines the need to seek assistance with student discipline, he/she shall go to the Supervisor and/or Principal who shall take responsibility for administering discipline within the Board approved policy guidelines.

7.13 PARENT TEACHER CONFERENCE:

The school shall regularly notify parents of their right to schedule a parent teacher conference. Upon a parent's request, the teacher will have a conference with said parent at a mutually acceptable time. At times parents and teachers recognize the need to meet with each other to discuss matters pertaining to the student. The teacher shall attempt to initiate a Parent-Teacher Conference under such circumstances. All conferences shall be held at the discretion of the employee with prior approval of the Superintendent.

7.14 REDUCTION IN FORCE:

When necessary, the Board may reduce the number of teaching positions, but such reductions shall be limited to such reasons as:

- a. Decline in student enrollment.
- b. Return to duty of regular teachers after leaves of absence.
- c. Suspension of schools, or territorial changes affecting the district.
- d. Elimination of program due to termination of state or federal funds or due the lack of state and local funds.
- e. Effective July 1, 2012, if there is an enrollment of less than (8 students in a dual instructor program/15 in a single instructor program), based on the ADM count as of October of the year at issue, the bargaining unit member shall be given one additional year to raise his/her numbers to no less than (12 students in a dual instructor program/16 students in a single instructor program) the following school year, based on the ADM count as of October of the following year before his/her contract will be suspended. The Superintendent and/or designee have the right to assign and/or reassign the instructor to instructional related duties during the school year. The notification of suspension shall be made pursuant to 7.1451.

7.141 LACK OF FINANCES RESTRICTION:

The lack of finances shall not be used to non-renew a teacher's contract.

7.142 ORDER OF REDUCTION IN FORCE:

If staff reduction is deemed necessary for any of the above reasons, the reduction shall be made as follows:

7.1421 ATTRITION:

Reductions shall commence by not filling vacant positions.

7.1422 NON-TENURED TEACHERS:

Suspension of contracts shall occur to non-tenured teachers first and shall be on a last employed-first to be suspended by teaching area affected.

7.1423 TENURED TEACHERS:

If the suspension of contract is necessary for any tenured teacher, this shall be on a last employed-first to be suspended by teaching area affected.

7.1424 TRADE DISPLACEMENT RIGHTS:

In order for a teacher to displace another teacher in a different trade field, the teacher must have secondary teaching experience in that trade field within the last three (3) years.

7.1425 DISPLACEMENT RIGHTS:

If a teacher has been required to obtain a temporary license to meet the requirements of the current teaching assignment and also holds provisional or higher certification in other teaching fields, that teacher shall be placed with the appropriate contract or higher certification areas and shall have displacement rights.

7.143 SENIORITY DEFINED:

Seniority shall be defined as continuous employment of a teacher beginning with the first date the teacher reported for duty. Continuous employment shall include all time on sick leave, all time on Board approved leave of absence, all time on military leave of absence, all time on disability retirement to a maximum of five years, all time during suspension if the teacher is reinstated, and all time under continuous employment with the Southern Hills Joint Vocational School District. Seniority shall be lost when a teacher resigns or retires.

7.144 RECALL RIGHTS:

Teachers whose contracts have been suspended shall have rights to recall as follows:

7.1441 ORDER OF RECALL-TENURED:

First recall shall be of tenured teachers in order of seniority with the teacher's preferred area of certification first, then by other areas of certification. The teacher's preferred area or areas of certification are those in which the teacher holds any valid teacher's license or certificate.

7.1442 ORDER OF RECALL NON-TENURED:

If vacancies cannot be filled by tenured teachers, then non-tenured teachers by seniority shall be eligible first in preferred area of license, then by other areas of certification.

7.1443 TIME ON RECALL:

The recall list shall be maintained for a period of two (2) years.

7.145 NOTIFICATION OF INTENT TO SUSPEND:

When staff reduction is necessary, the Superintendent shall give notice of the intent to recommend the suspension of contracts to the Association sixty (60) calendar days prior to Board action to reduce staff and to all teachers so affected sixty (60) calendar days prior to Board action to reduce staff.

7.1451 SUSPENSION DUE TO LOSS OF STATE OR FEDERAL FUNDS

In the specific case of program(s) being terminated by loss of state or federal funds, and if time allows no notice, the Superintendent shall give no less than five (5) calendar days written notice of the reduction to the specific staff member(s) whose contract(s) are being suspended. A copy of said notice shall be sent at the same time to the Association.

7.146 LIST OF CERTIFICATION AND SENIORITY:

A list shall be prepared and kept updated ranking all tenured teachers in the district by seniority, giving areas of certification, and present teaching and building assignment; then all non-tenured teachers in the district by seniority, giving areas of certification, and present teaching and building assignment. Each teacher whose contract is to be suspended and the Association shall receive copies of this list and written reasons for the non-renewal.

7.15 ACADEMIC FREEDOM:

Academic freedom will be granted to professional staff members in order to create in the classroom an atmosphere of freedom which permits students to raise questions dealing with critical issues of the time and which are related to the curriculum or course of study which maintains an environment conducive to the study, investigation, presentation, and interpretation of facts which stress the interplay of ideas.

7.16 CITIZEN COMPLAINT PROCEDURE:

If a citizen calls the central office, the Superintendent, or the Principal/Supervisor with a complaint that may lead to discipline, the individual responding to the citizen shall inform the citizen of the following.

- a. The professional staff member conducting the class or assignment.
- b. That there exists a formal policy for consideration of a complaint.
- c. No information received from a caller who will not identify him/herself or does not complete and sign the complaint form shall be a foundation for discipline of the affected bargaining unit member. All information received from an unidentified source will be considered hearsay and without merit, unless the complaint concerns abuse or other similar illegal activities which are required by law to be investigated.
- d. All investigations shall be conducted fairly and impartially, following due process guidelines with documentation of all allegations and findings.

7.161 NOTICE OF COMPLAINT TO EMPLOYEE:

When a complaint is received, the affected bargaining unit member shall so be informed at the earliest reasonable time. A copy of the citizen complaint shall be given to the affected bargaining unit member when an investigation is completed and permitted by law. This form is found as Appendix F in the contract.

7.17 PROFESSIONAL STAFF MEMBER EVALUATION:

Bargaining unit members shall be evaluated in accordance with procedures established in R.C. 3319.111, except that the first evaluation shall be completed by January 1, with the evaluation conference held by January 10, and the second evaluation completed by April 1, with evaluation conference held by April 10.

7.171 NEW EVALUATION INSTRUMENT/PROCEDURES:

The parties agree to adopt/establish a joint committee to develop a new evaluation instrument and/or procedures.

7.18 NON-RENEWAL OF NON-TENURED TEACHERS:

The non-renewal of a limited contract shall be governed by R.C. 3319.11 and R.C. 3319.111 as modified above in Section 7.17.

7.19 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE:

The Association and Board of Education will establish a Local Professional Development Committee. Pursuant to state law, the committee will be composed of three (3) bargaining unit members selected by the Association President, the Superintendent, and another member selected by the Superintendent. The committee will select a Chairperson and determine the time and place of meetings, but no meetings will be held outside the normal workday. The committee will determine the scope of work, length of terms of members, and rules for conducting meetings. The committee shall meet at the call of the Chairperson or upon the filing of a petition with the District Superintendent, signed by a majority of the committee members. For the first year, this committee will study all issues involved in licensure. In selected members, this LPDC Committee will encourage training and commitment from those appointed. Each school year the committee chairperson shall receive a stipend of \$1,600 and the remaining committee members shall receive a stipend of \$350.

7.20 INCLUSION:

Any bargaining unit member who has been assigned a SLD, CL, MH, ED (SBH), VI, OH or TBI student will be given the opportunity to meet with the Vocational Special Needs Coordinator (VSOC) to discuss developing the ways most appropriate to meet the needs of that student, including the assignment and use of aides. If either party is not satisfied with the solution, the Principal may be requested to intervene. If either party is still not satisfied with the solution, this matter will be handed over to the Labor Management Committee (LMC) who would make the final decision. However, no bargaining unit members shall be required to perform medical procedures which are not part of their job description for which they lack training, certification, licensure, etc.

7.21 PROGRESSIVE DISCIPLINE PROCEDURE:

7.211 PRINCIPLES OF PROGRESSIVE DISCIPLINE:

The principles of progressive discipline shall apply to all disciplinary action. Except in serious cases, progressive discipline gives an employee opportunities to correct behavior.

7.212 PURPOSE OF PROGRESSIVE DISCIPLINE:

The purpose of progressive discipline is to give the teacher an opportunity to improve his/her performance or behavior before further discipline is administered.

7.213 JUST CAUSE:

There shall be no discipline of a bargaining unit member without just cause.

7.2131 PRINCIPLES OF JUST CAUSE:

Just cause provides for less serious misconduct to be administered in a progressive manner designed to correct behavior. Relatively minor teacher violations must be dealt with by imposing sequentially more severe penalties for each offense using the sequence of a verbal warning, written notices, suspension(s) without pay and then termination.

7.2132 SEVEN STEPS OF JUST CAUSE:

1. Notice
2. Reasonable rule/order
3. Investigation
4. Fair investigation
5. Proof
6. Equal treatment
7. Penalty

7.2133 REPRIMANDS:

A reprimand is a verbal or written statement by the immediate supervisor of a teacher regarding his/her professional performance. The immediate supervisor shall issue such reprimands in accordance with the following:

7.2134 VERBAL WARNING:

A teacher who has engaged in misconduct will initially be given a verbal warning. The warning will be documented in a memorandum outlining the concerns that were verbally expressed to the teacher. The memorandum will not be placed in the teacher's personnel file unless the teacher engages in further misconduct within a period of three (3) years (specified period) from the date of the verbal warning.

7.2135 WRITTEN NOTICE:

If the teacher was given a verbal notice and engages in further misconduct, the teacher will be given a written notice which will be placed in his/her personnel file. The teacher will be informed that if there are repeated violations during the specified period, the teacher will be issued additional written notices that will result in disciplinary action and/or termination.

7.2136 WRITTEN NOTICE AND SUSPENSION:

If the teacher again engages in misconduct within the specified period, he/she will be issued another written notice and suspended without pay from employment for a period of time in accordance with the provisions of this Article. The written notice will clearly specify that further misconduct will result in additional days of suspension without pay and/or possible recommendation for termination.

7.2137 PRIVACY OF REPRIMAND:

No employee will be verbally reprimanded in the presence of any other employee, students, parents of students, or any non-certified employee.

7.2138 IMMEDIATE DISCIPLINARY ACTION:

It is understood that certain matters for which discipline is deemed necessary may require immediate action by the administrator. Such action is not precluded in this section:

7.21381 DEFINITION OF SERIOUS OFFENSES:

Serious offenses such as, but not limited to, stealing, assault, and persistent insubordination, usually justify termination without prior warnings or corrective discipline.

7.21382 LESS SERIOUS OFFENSES:

Less serious offenses of Board rules or of proper conduct such as, but not limited to, tardiness, and absence without permission, initially call for milder penalties for correction with continued violations leading to more severe disciplinary action and/or termination.

7.2139 DISCIPLINARY NOTICE AND MEETING:

The appropriate Administrator shall send the teacher and Principal a copy of any reprimand at the time it is placed in his/her file. The teacher has a right to meet with the Administrator issuing the reprimand within one week of receipt of the copy to discuss the reasons for its issuance. The teacher may be accompanied at the meeting by someone of his/her choice, which may include a representative of the Association.

7.2140 SUSPENSION:

The Superintendent may place a teacher on suspension without pay for only up to three (3) days for the first offense and only up to five (5) days for the second offense in the same school year. The Superintendent may place a teacher on suspension with pay for up to ten (10) days. An employee can only be suspended for just cause. Any such suspension must be accompanied by written notice served upon the employee by certified mail. If the Board of Education determines to consider termination proceedings with or without continued suspension or determines to place the teacher on an unrequested leave of absence, then it must proceed in accordance with O.R.C. 3319.16 and 3319.13 respectively. If a suspension is a part of the termination process, the suspension may only be challenged under the termination proceeding and not the Grievance Procedure.

7.2141 RIGHT TO CHALLENGE:

A teacher may challenge the discipline procedure through the grievance procedure only. This does not limit a bargaining unit member from taking legal action through the courts or other legal authority to challenge administrative actions which may be illegal.

7.22 ALLEGATION OF UNPROFESSIONAL CONDUCT

When the Board and/or its designee reports a bargaining unit member to the Ohio Department of Education (ODE) for an allegation of unprofessional conduct, the Board shall immediately inform the reported member.

7.23 KEYS AND BUILDING ACCESS

Teachers at the beginning of the school year and upon written request to the Superintendent and/or designee, shall be provided with the necessary access card and security code to access their building, room(s), copy room, and work center(s) during the school day and for access in the evenings and on weekends. Such card and security codes are the teacher's responsibility upon issuance. Lost card/keys may be replaced, at cost, to the teacher and should be reported immediately.

7.24 PERSONNEL FILE

ONE FILE: The personnel file of each teacher shall be maintained in the district administrative office. The contents of the personnel file shall be limited to work performance data, discipline reports and routine personnel data. Parental/student complaints shall not be included in the personnel file, unless related to discipline.

RIGHT TO REVIEW: During regular business hours and upon reasonable notice, teachers shall be able to review their own file in the presence of the Superintendent or his/her designee. The teacher may be accompanied by an Association representative.

COPIES OF FILE CONTENTS: Teachers, upon their written request, shall be given a copy of any additions (except for payroll documents) or deletions to their file at the same time it is placed in or removed from the official personnel file, at no cost to the teacher. Members shall have the right to obtain a copy of any item in the file at no cost.

CORRECTION OF FILES: Members shall have the right at any time to attach a written reply to any material placed in their file.

RIGHTS UNDER ORC: The provisions of this article shall be in addition to the rights guaranteed the teacher pursuant to 1347 of the Ohio Revised Code, but shall not conflict with the law.

7.25 TECHNOLOGY

The District shall address all technology requests in a timely manner and requests for assistance shall first be directed to the technology coordinator. The technology coordinator shall have an advisory committee, and may be comprised of both bargaining unit members and non-members, to discuss related issues. The committee shall meet on a quarterly basis, at a minimum.

ARTICLE VIII – LEAVES OF ABSENCE

8.01 SICK LEAVE:

8.011 ANNUAL ALLOWANCE:

Certificated personnel shall be granted sick leave on the following basis: one and one-quarter (1-1/4) days for each completed month of service, or fifteen (15) days for each completed year of service.

8.012 MANNER OF CALCULATION:

At the beginning of a teacher's first school year, the teacher shall be credited with a fifteen (15) day sick leave allowance to be used for absences caused by illness or physical disability of the teacher.

8.013 REINSTATEMENT OF SICK LEAVE:

Pursuant to state law (Section 143.29), a member reemployed by the Board who, since leaving the employ of this Board, has been continuously employed by other boards of education or by state, county, or municipal governments in Ohio, will receive full credit for sick leave accumulated both in the prior employ of the Board and in the employment of other agencies of the state of Ohio listed above as shown in the records of the last employing organization to two hundred twenty (220) days accumulation.

8.014 ACCUMULATION OF SICK LEAVE:

The maximum number of sick leave days accumulated shall be up to two hundred fifty (250) days.

8.015 APPROVED USE OF SICK LEAVE DAYS:

Sick leave may be used by all bargaining unit members for absence due to personal illness, injury, exposure to contagious disease which could be communicated to others, illness or death in the bargaining unit member's immediate family, or pregnancy.

8.016 IMMEDIATE FAMILY DEFINED:

Immediate family shall be defined as husband, wife, mother, father, grandmother, grandfather, mother-in-law, father-in-law, son, daughter, sister, brother, grandchildren, or any other relative living in the household.

8.017 LOSS OR ADDITIONAL ACCUMULATION OF SICK LEAVE:

No employee shall lose his/her accumulated allowance of unused days of sick leave by reason of having been on leave of absence nor shall he/she accumulate any additional days of allowance during his/her leave of absence.

8.018 USE OF SICK LEAVE:

In the event an employee requests or takes sick leave for five (5) or more consecutive days or fifteen (15) or more total days during a school year, the Superintendent may request a doctor's statement to justify the use of such leave, excluding medically established pregnancy for female staff members.

8.019 SICK LEAVE BANK:

The purpose of the Sick Leave Bank is to provide paid days to contributors to be banked who have exhausted their accumulated sick days for serious personal illness or family illness or death. Allotments will be limited to participating employees for use only in cases of illness, injury, non-elective surgery occurring under unusual, severe or emergency conditions, or death as determined by the Sick Leave Bank Committee (SLBC).

8.0191 ENROLLMENT:

Employees may enroll in the Sick Leave Bank during the month of September of each school year.

8.0192 CONTRIBUTION REQUIREMENT:

Upon enrollment, a member shall contribute two (2) of his/her accumulated sick days to the Sick Leave Bank. Days contributed to the Sick Leave Bank are non-returnable. Anyone who wishes, may contribute up to one (1) additional day, per year, of his/her accumulated sick days to the Sick Leave Bank.

8.0193 PARTICIPATION:

Enrollment in the Sick Leave Bank shall be continuous from year to year until a member withdraws. Withdrawals are accepted only during an enrollment period and only upon written notice by the member to the Sick Leave Bank Committee (SLBC) of his/her intent to withdraw.

8.0194 SICK LEAVE BANK COMMITTEE:

The Sick Leave Bank Committee shall be composed of five (5) Association members appointed by the Association President for one (1) year terms.

8.01941 SLBC RESPONSIBILITIES:

The SLBC shall review and approve or deny by simple majority all applications for days from the Sick Leave Bank. The SLBC shall also determine the necessity for additional contributions to the bank and shall notify bank members of the need for said contributions. The SLBC shall be responsible for reporting data concerning the Sick Leave Bank to the Treasurer. Decisions of the SLBC are final.

8.01942 MODIFICATIONS:

The SLBC shall review the operation of the Sick Leave Bank annually, and shall make recommendations, if necessary, for modifications of the plan to the negotiating teams of the Association and the Board.

8.0195 GENERAL PROCEDURES:

1. After a member has no accumulated sick days, the Board shall advance the member a maximum of five (5) days of sick leave, within one school year.
2. An application for an allotment from the Sick Leave Bank will be accepted only from those individuals who have contributed to the bank.
3. Allotments will be limited to use for personal illness or serious illness or death in the immediate family. A doctor's statement or death notice is required with the application in order for the request to be considered.
4. An application will be considered only after a member has used all of his/her accumulated sick days and available sick day advances.
5. Days allotted from the Sick Leave Bank will be paid at 100% of the member's daily rate of pay.
6. Once qualified to receive an allotment from the bank, the lifetime maximum number of days a member may receive from the Sick Leave Bank shall not exceed the annual number of workdays. The maximum number of total days a member may use shall not exceed twenty-five (25) days per school year. Maximum number of days a member may use per occurrence shall not exceed ten (10) days.
7. Allotments from the Sick Leave Bank shall commence on the first day of absence for which the member has no accumulated or Board-advanced sick leave.
8. Allotments from the Sick Leave Bank will be made only for absences under a member's normal contract. Allotments will not be made for absences in programs such as summer school, extended services, or any other part-time or second position held by a member with a full-time contract.
9. Days may not be received from the bank for absences due to childbirth (natural or cesarean section). Utilization of the Sick Leave Bank for complications arising from pregnancy or childbirth may be authorized by the SLBC.
10. Days may not be received from the bank for absences due to disabilities that qualify the member for workers' compensation personal benefits, unless the member has exhausted all such benefits and his/her own accumulated sick days.

8.0196 ASSESSMENTS:

Whenever the total number of available days in the Sick Leave Bank falls below twenty (20), the SLBC may require the Sick Leave Bank enrollees to donate up to one (1) additional day of their accumulated sick days to the Sick Leave Bank.

8.02 PERSONAL LEAVE:

Personal leave may be used for purposes necessary to the welfare of members of the bargaining unit, but cannot be used in lieu of sick leave or to extend other leave or vacation.

8.021 LIMITATION ON DAYS OF PERSONAL LEAVE USE:

An employee may not take personal leave the day before or after a holiday, or within the first five (5) days of the school year or the last five (5) days of the school year, except in emergency situations as approved by the Superintendent.

8.022 AMOUNT OF PERSONAL LEAVE:

Employees shall be eligible for up to three (3) days of personal leave per school year.

8.023 REQUESTS FOR USE OF PERSONAL LEAVE:

All requests for individual personal days are to be submitted at least five (5) calendar days in advance, except in cases of emergency, to the Office of the Superintendent. Requests for consecutive days will be submitted ten (10) calendar days in advance to the Superintendent except in cases of emergency.

8.024 LIMIT ON APPROVAL OF PERSONAL LEAVE:

No more than three (3) bargaining unit members at the Career Technical Center may be on personal leave on any given school day. Requests for personal leave on a day when more than three (3) bargaining unit members at the Career technical Center are scheduled for leave may be denied by the Superintendent. For purposes of this Article, any bargaining unit member on an extended leave of four (4) weeks or more shall not be counted toward the three bargaining unit member cap.

8.03 ASSAULT LEAVE:

If an employee is at anytime, while fulfilling his/her duties or responsibilities as an employee of the Board, physically assaulted by another person in connection with said duties or responsibilities, the employee shall be granted up to twenty (20) days paid leave for each occurrence not to be deducted from accumulated sick leave.

8.031 DOCTOR'S STATEMENT FOR USE OF ASSAULT LEAVE:

Upon request from the Superintendent, any employee utilizing this procedure, shall submit a doctor's statement for use of this leave.

8.04 UNPAID LEAVE OF ABSENCE:

Any employee of the bargaining unit shall be granted an unpaid leave of absence for up to two (2) years because of personal illness or disability. A teacher who is unable to teach because of personal illness or disability shall be granted up to two (2) years of unpaid leave, should his/her accumulated sick leave be exhausted.

8.05 CHILD CARE LEAVE:

Upon the expiration of sick leave for pregnancy, health leave without pay for the purpose of having a baby, or the adoption of a pre-school-aged child five years or younger, a teacher requesting a leave to remain home with her new child shall be granted a leave without pay by the Board.

8.051 APPLICATION FOR CHILD CARE LEAVE:

Except in emergency situations, the teacher eligible for and desiring the child care leave shall make application for same with the Board at least thirty (30) days prior to the anticipated starting date of the leave. Failure to initiate child care leave at the expiration of sick leave for pregnancy and/or health leave without pay for the birth of a baby, or immediately after the birth of a baby, shall waive the Board's obligations to grant child care leave to the teacher.

8.052 LENGTH OF CHILD CARE LEAVE:

At a maximum child care leave shall be for no more than the remainder of the school year in which it becomes effective, unless the effective date of the leave begins between March 1 and the start of the next school year, in which case it shall be for the remainder of the year in which the leave commences, if any, and the following year.

8.053 EXTENDED CONTRACT ON CHILDCARE LEAVE:

A childcare leave request shall not extend a limited contract past its term.

8.054 REINSTATEMENT RIGHTS FROM CHILDCARE LEAVE:

A teacher returning from childcare leave shall be assigned to a position within her certification. Reasonable effort shall be made to assign the teacher to the original or comparable position.

8.06 PROFESSIONAL LEAVE:

Each teacher is eligible for professional leave. The days shall be used for professional purposes related to the teacher's classroom assignment. Said leave must be applied for by using the professional leave request form. The approval process will be initiated with the principal and approved by the Superintendent.

ARTICLE IX – PAYROLL PRACTICES AND COMPENSATION

9.01 PAY CHECKS:

The Board agrees to pay each bargaining unit member on or before the 15th and the 30th of the month for a total of twenty-four (24) pays and shall implement a direct deposit system available to all bargaining unit members who elect to take part in such a program.

9.02 MILEAGE RATE:

Those teachers in the bargaining unit receiving mileage allowances shall be paid the IRS rate.

9.03 INTERNAL SUBSTITUTE:

Each employee who is requested by the Administration to cover a classroom or lab assignment for which leave is recorded and agrees to such coverage, shall be compensated according to the following rate schedule:

Seventeen dollars (\$17.00) for the responsibility of an individual class period to be paid for each class period covered. For safety reasons, in no event shall an instructor be required or asked to cover two or more classes or labs which would result in a class size of thirty (30) or more students in a lab or thirty-five (35) or more students in a classroom.

9.031 PRE-AUTHORIZATION BY SUPERINTENDENT:

The Superintendent reserves the right to determine at which times such requests shall be made, and he/she, or his/her designee, must pre-authorize any such arrangement.

9.032 ASSISTANCE IN SECURING SUBSTITUTES:

If the Administration requests assistance in securing substitutes, the Association will provide help.

9.04 EXTENDED SERVICE:

A teacher who applies for and receives extended service days shall receive a teaching contract which will include extended service to be paid at one hundred percent (100%) of the teacher's per diem rate. All positions that have three years or more of extended service with ten or more days with Southern Hills Career Center shall be covered under the provisions set forth herein. Extended days for purposes of this section may be increased, but not decreased, unless notification is given to the affected employee by May 1st in advance of the proposed decrease effective the next school year. Any decrease will only be made at 25% per year. Any decrease in excess of 25% in one year shall be mutually agreed upon by the Board and the Association. The notification of any decrease under this section shall be made each time there is a proposed decrease.

9.05 SUMMER SCHOOL:

When summer school is integrated as a part of the regular curriculum, instructors will be reimbursed as per the regular teacher salary schedule pro-rated by time of instruction.

9.06 CAREER TECH STUDENT ORGANIZATION (CTSO) STIPEND:

The advisors for the following CTSO chapters shall receive a yearly stipend of five hundred fifty dollars (\$550): FFA, Skills USA, BPA, DECA and FCCLA. To be eligible for this stipend, active chapters must be organized with a set of officers, host regular meetings, participate in out-of-building contests or competitions, raise and expend funds, and engage in community service activities.

Eligibility Requirements:

1. Advisor must not receive a club period during the work day.
2. Advisors must submit proof of the above activities (i.e. minutes, membership, rosters, copies of professional leave forms, financial documents, competition schedules/agendas, etc.) to the Superintendent by May 1st. Payment will be made by the June 30 payroll.
3. Any advisor wishing to participate and receive the stipend must notify the Association President by September 1. The Association President must provide a complete listing to the District Treasurer by the second Friday in September in order to qualify for the stipend.
4. Effective July 1, 2008, the advisor must be a Career Tech teacher with a program. Advisors who do not meet this criteria, but served as an advisor under the 2005-2008 contract, may continue to serve with their current CTSO chapter.

9.07 SALARY INDEX SCHEDULE:

Effective with the 2005-2006 contract year, a step 21 shall be added with a double increment. Step 19 shall revert to a single increment, however, any current employees receiving the double increment that was previously included in step 19 will be grandfathered in and shall continue to receive the double increment at step 19 until they reach step 21.

9.071 2011-2014 SALARY SCHEDULE:

The salary schedule contained in Appendix A shall be effective July 1, 2011 through June 30, 2014.

9.072 SALARY SCHEDULE PLACEMENT:

1. Degrees referred to in the salary schedule columns shall mean an earned degree through the associations of schools and colleges.
2. Three (3) quarter hours shall equal two (2) semester hours.
3. Upon initial hire, a bargaining unit member shall be given full experience credit up to ten (10) years of teaching service in public or private schools (or colleges) if recognized by the State of Ohio, Department of Education, Division of Educator Licensure, pursuant to Ohio law.
4. For placement on the Master + 18 (degree required) column, the additional hours must be obtained after the granting of the Masters Degree.
5. One year of teaching experience shall mean the bargaining unit member has been employed under a teaching contract for 120 days or more in any one school year.
6. Five years work experience, apprenticeship, or equivalent training directly related to the career tech program to be taught, and approved by the State Department

of Education, shall qualify the successful applicant to be placed at the zero step on the trade column of the salary schedule.

7. Work experience credit directly related to the career tech program to be taught, as determined by the Superintendent, beyond five (5) years, shall be equated at the ratio of one year on the salary schedule for two years of practical work experience.
8. No work experience of any kind shall be accepted in lieu of teaching experience unless such work experience shall have been in, or directly related to, the specific career tech program in which the applicant is to teach. Work experience counted towards a career tech license cannot also be counted as years of experience on the salary schedule.
9. If the total work experience years involve a fraction of eight calendar months or more, such fraction shall be credited as a full year of work experience, subject to satisfactory documentation.
10. Bargaining unit members shall not receive a decrease in regular contract compensation through movement on the placement chart.
11. Previous military service credit shall be granted to a maximum of five years.
12. All of the above is subject to satisfactory documentation, validated by the Superintendent and Treasurer, during the initial employment process.
13. This salary schedule placement criteria shall be equally applied to all bargaining unit members.
14. To be eligible for placement in the 150 hour column, employees must have completed 225 quarter hours or 150 semester hours of undergraduate and/or graduate coursework.
15. Upon successful completion of a bachelors degree by individuals previously placed on the trade column, they will move across the salary scale to the Masters/Trade degree Column.
16. Each teacher who has completed training which would qualify him or her for a higher salary bracket is required to file by the fifteenth day of September with the Treasurer of the Board of Education satisfactory evidence of the completion of such additional training.
17. Any teacher who has an objection as to his/her placement on the steps and column of the salary schedule must first challenge their placement through the grievance process.

9.08 FRIDAY/SATURDAY AFTER SCHOOL

Friday/Saturday after school positions shall be first offered to bargaining unit members, who must respond if they are interested within two (2) weeks after the announcement. Payment for Friday School shall be \$60 for 3 hours. Payment for Saturday school shall be \$90 for 4 hours.

ARTICLE X – FRINGE BENEFITS

10.01 HOSPITALIZATION AND MAJOR MEDICAL:

The Board shall pay 90% of the single/family premium of the existing health and major medical insurance plan for each employee who qualifies for the single/family plan through the Brown County Schools Insurance Consortium.

A bargaining unit member may annually elect to withdraw from the medical/hospitalization benefits as provided in this Article and shall receive a \$1,200 rebate. The rebate shall be paid within the first payroll check in June of the insurance year in which the employee has opted-out. The bargaining unit member who has opted-out shall notify the District Treasurer by August 30th. A bargaining unit member who has opted not to participate shall have the right to reenter in the insurance program should family circumstances change, as provided for by law. Any bargaining unit member reentering during the year shall forfeit any rebate. The bargaining unit member must show proof of medical insurance coverage in order to receive the opt-out rebate.

10.011 CHANGE OF CARRIERS:

In the event the Board changes carriers, it shall meet with the Association thirty (30) days prior to said change. Any additional riders that are considered to be cost containment shall be presented to the Association prior to their enactment or implementation.

10.012 HEALTHCARE REIMBURSEMENT ACCOUNT (VEBA)

The School District agrees to participate in the Security Benefit Group Healthcare Reimbursement Account (HRA) Plan for Public Sector Labor Association Employees (the Plan) in accordance with the terms and conditions of the Plan's Participation Agreement. The parties hereto designate Security Financial Resources, Inc. to serve as the Plan Administrator for the Plan, or its successors appointed in accordance with the Plan and Trust documents. The Employer agrees to contribute to the Plan on behalf of the employees described in Article I of this Agreement.

For the term of this agreement, the employer shall contribute for each eligible employee the following amounts: \$500 over the three year period. In the event an employee retires prior to the expiration of this agreement, the employer shall pay that employee any remaining amount(s) owed, such that the total amount owed any employee shall equal \$500. One hundred percent (100%) of the Eligible Employee's Early Retirement Incentive that would have otherwise been paid to the Eligible Employee pursuant to Article 10.10 had the Employer not participated in the Plan, shall be contributed to the Participant's Insurance Premium Reimbursement Account.

10.02 LIFE INSURANCE:

The Board shall provide \$50,000.00, 100% Board paid, term life insurance to each member of this bargaining unit.

10.03 DENTAL INSURANCE:

The Board shall provide a dental plan. The dental plan shall be available for each member of the bargaining unit. The Board shall pay 90% of the monthly premium of the plan. ~~to a maximum of \$105.00 per month for school years 2009, 2010 and 2011.~~ A copy of the current schedule of benefits shall be included as Appendix D in this agreement.

10.04 OPTICAL INSURANCE:

The Board shall provide 100% of the premium for a vision plan providing a \$5 co-payment, eye examination every 12 months, lenses and frames every 24 months, with provisions for necessary and elective contact lenses (carrier to be determined at discretion of Board, but benefits to be not less than those provided under VSP Plan A, \$5 co-pay).

10.05 SEVERANCE PAY:

An employee covered by this agreement shall be entitled to one-fourth (1/4) of his/her accumulated sick leave upon retirement through the State Teachers Retirement Fund. Any/all severance pay owed to an employee shall be contributed into the employee's VEBA account.

10.06 ATTENDANCE BONUSES:

Each employee covered by this Agreement shall be eligible for an attendance bonus as follows: An employee who has used no personal, sick or unpaid leave during the period of the first contracted day of work each school year through the first semester shall be paid a perfect attendance semester bonus of \$200.00, payable in the last paycheck in January. An employee who has used no personal, sick or unpaid leave during the period of the second semester shall be paid a perfect attendance semester bonus of \$200.00, payable in the first paycheck in July. An employee who has used no personal, sick or unpaid leave during the entire school year shall be paid a perfect attendance yearly bonus of \$400.00 in addition to their semester bonuses, payable in the first paycheck in July.

10.07 RETIREMENT CONTRIBUTION PICK-UP:

The Board herewith agrees to annuitize each member's total contribution to STRS by deducting that amount before each member is paid.

10.071 PICK-UP PROCEDURE:

The Board shall designate each teacher's mandatory contribution to the State Teachers Retirement System of Ohio as "picked up" by the Board although it shall continue to be designated as employee contributions. The amount of the employee's income reported by the Board as subject to federal and state income tax shall be the employee's total gross income reduced by the then current percentage amount of the employee's mandatory STRS contribution. No employee's total salary shall be increased by such "pick-up" nor shall the Board's total contribution to STRS be increased thereby. There shall be no increased cost to the Board except incidental administrative costs necessary to implement this program.

10.072 ALL EMPLOYEE PARTICIPATION:

It is expressly understood that all employees covered by this collective bargaining agreement shall be subject to this provision as a condition of their employment.

10.073 BOARD INDEMNIFICATION:

The members of the bargaining unit acknowledge that the Board is in no way liable to them as a result of the implementation of this program at their request and that they assume any and all liability as a result of an adverse ruling by the Internal Revenue Service.

10.08 PROFESSIONAL DEVELOPMENT REIMBURSEMENT:

It is agreed that sixteen thousand dollars (\$16,000) will be appropriated for educational growth payments. Eight thousand dollars (\$8,000) will be available during each payment period as listed in Article 10.083. Any monies not exhausted during the first payout will be rolled over into the second payout. Up to fifty percent (50%) of any monies not exhausted during the second payout will be rolled over into the first payout of the following year, up to a maximum of one (1) year's allocation.

10.081 APPLICATION FOR PROFESSIONAL DEVELOPMENT REIMBURSEMENT:

Course of study selected is subject to prior approval of the LPDC committee. If a teacher applies for an educational growth payment, application should be made to the LPDC by supplying a copy of the registration form after registration for the course work has been completed. Satisfactory evidence of completion of the course work (grade slips, certified transcripts, and/or written summaries initialed by the course instructor) will be presented to the LPDC upon completion of the course work.

10.0811 PROFESSIONAL DEVELOPMENT REQUIREMENTS:

The Professional Development must relate to:

- A. Instructional assignment and/or area of certification
- B. Courses currently being offered in the curriculum.
- C. Coursework and/or activities must be performed outside the scheduled work day.

10.082 MAXIMUM REIMBURSEMENT:

The amount payable to any instructor shall be the actual tuition/registration cost up to a total of one thousand dollars (\$1,000) per school year (June-July). Furthermore, the instructor must be under contract with the School District at the time of payment to be eligible for the reimbursement.

10.083 REIMBURSEMENT SCHEDULE:

All documentation for the first payout must be on file with both the LPDC and the Treasurer's office by December 1 and reimbursement shall be paid with the December 31 payroll. All documentation for the second payout must be on file with both the LPDC and the Treasurer's office by June 1 and reimbursement shall be paid with the June 30 payroll.

10.084 EMPLOYEE OBLIGATIONS:

In order to protect the investment of the district in supporting an employee's professional development coursework, if an employee leaves the district within two (2) years of using tuition reimbursement, the Administration may require the repayment of said tuition reimbursement at a pro-rated amount as follows:

- a. The full amount shall be repaid if the employee leaves the district during the first year after reimbursement.
- b. $\frac{1}{2}$ of the amount shall be repaid if the employee leaves the district during the second year after reimbursement.

If the employee is required to make reimbursement pursuant to this section, and fails to do so, the Board may attach and withhold any wages or salary due to the teacher for such repayment. Special consideration to waive the requirement to repay may be made by the Superintendent, at his/her discretion, if the teacher's departure is under unusual circumstances. Fifty percent (50%) of any monies recovered (net) will be rolled over into the Professional Development Reimbursement Fund for the following year.

It is required for all career technical instructors to attain licensure through an ODE approved licensure program. Should sufficient funds exist therein, any new employee entering the career technical licensure program at Wright State University shall have their initial summer workshop paid for in full from the Professional Development Fund.

10.085 DISTRIBUTION OF THE PROFESSIONAL DEVELOPMENT MONEY:

All applications for Professional Development reimbursement shall be converted to CEU's for the purpose of reimbursement. The total number of CEU's requested for each payout shall be divided into the total amount of funding available per Article 10.08. This amount shall be the maximum reimbursed to each bargaining unit member per CEU. In no event shall payment to any bargaining unit member exceed the actual costs. (see Appendix E – conversion chart) Upon request, the district treasurer shall provide the Association President with a report of the distribution of the professional development money.

10.09 IRS SECTION 125 PLAN:

A 125 Plan, Parts A and B, shall be adopted for every member of the bargaining unit who qualifies. The Board shall select a company to provide for the implementation of the plan and the Treasurer shall keep the Association President informed. Forms provided by the Board shall be completed by the employee in order for him/her to be able to participate in the plan. The forms shall be submitted to the Treasurer on or before June 30 every year.

10.091 EMPLOYEE PARTICIPATION:

Once an employee has volunteered to participate in the plan, they must continue in the plan for the school year except for reasons of death, resignation, or retirement.

10.10 EARLY RETIREMENT INCENTIVE:

In addition to regular severance pay, certified teachers who retire the first year they are eligible to do so under the STRS guidelines for retirement will receive a bonus payment of \$10,000 in

addition to regular severance. Eligibility for this benefit shall be limited to teachers who retire their first year upon reaching eligibility to do so.

A teacher must tender his/her resignation for retirement purposes to the Superintendent by April 1 and complete the school year in order to receive this benefit. The full benefit of ten thousand dollars (\$10,000) will be paid within thirty (30) days of verification that the employee is receiving retirement benefits from the State Teachers Retirement System.

ARTICLE XI – EFFECTS OF THE AGREEMENT

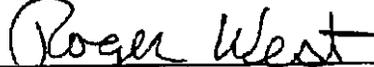
11.01 PROVISIONS CONTRARY TO LAW:

If any provisions of this document or any agreement reached through this document, or any application shall be found contrary to law, then such provision or application shall be deemed invalid, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. In such case, the parties shall meet no later than ten (10) days after any such finding for the purpose of renegotiating the provisions affected.

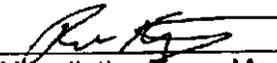
11.02 DURATION AND TERMS OF CONTRACT:

This contract constitutes the entire and complete agreement between the two parties. All prior contracts and agreements are hereby declared null and void. This contract addendum shall take effect upon ratification by both parties and shall remain in effect until the end of the day, June 30, 2014.

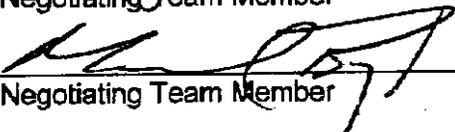
FOR THE BOARD



Its President



Negotiating Team Member



Negotiating Team Member

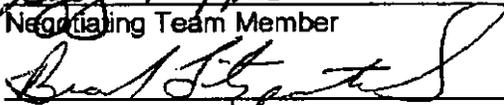
FOR THE ASSOCIATION



Its President



Negotiating Team Member



Negotiating Team Member

APPENDIX A – 2011–2014 SALARY SCHEDULE
\$34,548 Base

YRS. OF SERV.	Trade (BA)				
	BACH.	TRADE	150 HR	MAST.	M.+18
0	34,548	38,383	35,861	38,483	39,212
	1	1.111	1.038	1.111+100	1.135
1	35,861	39,765	37,346	39,865	40,870
	1.038	1.151	1.081	1.151+100	1.183
2	37,174	41,147	38,832	41,247	42,529
	1.076	1.191	1.124	1.191+100	1.231
3	38,486	42,529	40,318	42,805	44,187
	1.114	1.231	1.167	1.239	1.279
4	39,799	43,911	41,803	44,463	45,845
	1.152	1.271	1.210	1.287	1.327
5	41,112	45,292	43,289	46,122	47,504
	1.190	1.311	1.253	1.335	1.375
6	42,425	46,674	44,774	47,780	49,162
	1.228	1.351	1.296	1.383	1.423
7	43,738	48,056	46,260	49,438	50,820
	1.266	1.391	1.339	1.431	1.471
8	45,051	49,438	47,745	51,096	52,478
	1.304	1.431	1.382	1.479	1.519
9	46,363	50,820	49,231	52,755	54,137
	1.342	1.471	1.425	1.527	1.567
10	47,676	52,202	50,716	54,413	55,795
	1.380	1.511	1.468	1.575	1.615
11	48,989	53,584	52,202	56,071	57,453
	1.418	1.551	1.511	1.623	1.663
12	50,302	54,966	53,688	57,730	59,112
	1.456	1.591	1.554	1.671	1.711
13	51,615	56,348	55,173	59,388	60,770
	1.494	1.631	1.597	1.719	1.759
15	52,928	57,730	56,659	61,046	62,428
	1.532	1.671	1.640	1.767	1.807
17	54,240	59,112	58,144	62,705	64,087
	1.570	1.711	1.683	1.815	1.855
19	55,553	60,494	59,630	64,363	65,745
	1.608	1.751	1.726	1.863	1.903
21	58,179	63,257	62,601	67,680	69,061
	1.684	1.831	1.812	1.959	1.999

APPENDIX B –DENTAL PLAN BENEFITS SUMMARY DESCRIPTION

In order to make full use of the benefits available under this Plan, you should become fully aware of the provisions of the Plan and the Benefits it provides. The coverage available to you is described in this booklet. Please read it carefully. If you have any questions, please contact us. We're here to help you.

Dental Care Plus
100 Crowne Point Place
Cincinnati, Ohio 45241

MAXIMUM BENEFIT EACH CALENDAR YEAR
FOR CLASS I, II AND III SERVICES \$2500.00

LIFETIME MAXIMUM FOR ORTHODONTIC
SERVICES, PER PERSON..... \$1500.00

INDIVIDUAL DEDUCTIBLE \$ 25.00

FAMILY MAXIMUM DEDUCTIBLE \$ 50.00

FAMILY SECURITY BENEFIT UP TO 24 MONTHS,
PERCENTAGES (OF USUAL AND CUSTOMARY) PAYABLE
FOR COVERED DENTAL PROCEDURES:

CLASS I	100%	CLASS III	60%
CLASS II	80%	CLASS IV	60%

BROWN CO-DN

EMPLOYER:
SOUTHERN HILLS JVSD

SUMMARY OF YOUR DENTAL PLAN BENEFITS

CLASS I PREVENTIVE & DIAGNOSTIC
Oral Exams Twice in any consecutive 12 month period
Teeth Cleaning (Routine or Periodontal Prophylaxis) Twice in any consecutive 12 month period
Flouride Treatments Once every 12 months
Emergency Pain Treatments
Space Maintainers
Sealants Coverage is limited to dependent children under the age of 14
Diagnostic X-rays Panorex or full-mouth series are covered once in any consecutive 36 month period.
Tests & Lab Exams
The deductible does not apply to Class I benefits
Payment for Class I services applies to the calendar year maximum

See the Schedule of Benefits for information regarding deductibles, payment percentages and maximums. The Schedule of Benefits overrides any provisions listed above.

THE ABOVE IS A GENERAL SUMMARY ONLY – ALL APPLICABLE POLICY PROVISIONS WILL GOVERN PAYMENT FOR ANY DENTAL SERVICES PERFORMED.

CLASS II BASIC RESTORATIVE
Fillings Amalgams, Silicate, Acrylic
Root Canal Therapy (Endodontics)
Treatment of Gum Disease (Periodontics)
Repair of Bridgework & Dentures
Extractions and Oral Surgery
General Anesthesia Only if <i>medically necessary</i>
The deductible applies to Class II benefits
Payment for Class II services applies to the calendar year maximum

See the Schedule of Benefits for information regarding deductibles, payment percentages and maximums. The Schedule of Benefits overrides any provisions listed above.

THE ABOVE IS A GENERAL SUMMARY ONLY – ALL APPLICABLE POLICY PROVISIONS WILL GOVERN PAYMENT FOR ANY DENTAL SERVICES PERFORMED.

SUMMARY OF YOUR DENTAL PLAN BENEFITS [Continued]

CLASS III
MAJOR RESTORATIVE
Inlays, Onlays, Gold Fillings, or Crown Restorations
Installation of Fixed Bridgework
Installation of Partial or Complete Dentures
Replacement of Existing Bridgework or Dentures
The deductible applies to Class III Benefits
Payment for Class III services applies to the calendar year maximum

See the Schedule of Benefits for information regarding deductibles, payment percentages and maximums. The Schedule of Benefits overrides any provisions listed above.

**THE ABOVE IS A GENERAL SUMMARY ONLY –
 ALL APPLICABLE POLICY PROVISIONS WILL
 GOVERN PAYMENT FOR ANY DENTAL
 SERVICES PERFORMED.**

CLASS IV
ORTHODONTIA
Full Banded Orthodontic Treatment
Appliances for Tooth Guidance
Appliances to Control Harmful Habits
Retention Appliances
The deductible does not apply to Class IV Benefits
Payment for Class IV services applies to the lifetime orthodontia maximum

APPENDIX C – CONVERSION CHART

Conversion Chart

Semester Hours	Quarter Hours	C.E.U.
1/3	1/2	1
2/3	1	2
1	1.5	3
1 1/3	2	4
1 2/3	2.5	5
2	3	6
2 1/3	3.5	7
2 2/3	4	8
3	4.5	9
3 1/3	5	10
3 2/3	5.5	11
4	6	12
4 1/3	6.5	13
4 2/3	7	14
5	7.5	15
5 1/3	8	16
5 2/3	8.5	17
6	9	18
7	10.5	21
8	12	24
9	13.5	27
10	15	30
11	16.5	33
12	18	36
13	19.5	
14	21	
15	22.5	
16	24	
17	25.5	
18	27	
19	28.5	
20	30	
21	31.5	
22	33	
23	34.5	
24	36	
25	37.5	
26	39	
27	40.5	
28	42	
29	43.5	
30	45	

APPENDIX D - COMPLAINT FORM

COMPLAINT INITIATED BY _____

STATEMENT OF COMPLAINT _____

TELEPHONE _____ ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

(SIGNATURE OF COMPLAINANT)

412 CERTIFICATE

Purpose: MATTER TEACHERS CONTRACT 2011-2014

The undersigned, Treasurer of the Board of Education of the Southern Hills Joint Vocational School District, Ohio, certifies that the money required to meet the obligations of the Board during Fiscal Years 2012-14 under the attached qualifying contract have been lawfully appropriated by the Board for such purposes and are in the treasury or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

The undersigned, Treasurer and President of the Board of Education of the Southern Hills Joint Vocational School District, Ohio, and the Superintendent of Schools of the Southern Hills Joint Vocational School District, Ohio hereby certify that the District has in effect for the term of the contract the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District at the time of this certification, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs for all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in the succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year.

This Certificate is given in compliance with Sections 5705.41, 5705.412 and 5705.44 of the Revised Code.

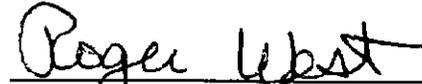
Dated: 6-29-2011



Treasurer, Board of Education
Southern Hills Joint Vocational School District, Ohio



Superintendent of Schools
Southern Hills Joint Vocational School District, Ohio



President, Board of Education
Southern Hills Joint Vocational School District, Ohio



OHIO EDUCATION ASSOCIATION

Patricia Frost-Brooks, President
William Leibensperger, Vice President
Jim Timlin, Secretary-Treasurer
Larry E. Wicks, Executive Director

The OEA will lead the way for continuous improvement of public education while advocating for members and the learners they serve.

June 30, 2011

State Employment Relations Board
65 E. State St., Suite 1200
Columbus, OH 43215-4213

RE: Case # 11-MED-03-0517
Southern Hills Joint Vocational School Teachers' Association
-AND-
Southern Hills Joint Vocational School District Board of Education

Dear Sirs:

Please be advised that the Southern Hills Joint Vocational School Teachers' Association/ OEA / NEA, and the Southern Hills Joint Vocational School District Board of Education have reached a settlement in the above-referenced case. Enclosed you will find the ratified and signed successor agreement, effective July 1, 2011 through June 30, 2014.

Enclosed are two (2) copies of the contract. Please return one copy time-stamped to our office in the enclosed postage-paid envelope.

Thank you for your assistance.

Sincerely,

Jeff Nolasco
nolascoj@ohea.org
Labor Relations Consultant

JN/jjs

2011 JUL - 1 P 3: 24
STATE EMPLOYMENT
RELATIONS BOARD

Encls: Southern Hills Joint Vocational School Teachers' Association Master Contract
(2 copies)

C: Kevin Kratzer, Superintendent (w/o encl.)
Randy Carson, President SHJVSTA (w/o encl.)

