

K# 30050

13-MED-04-0585
0297-01

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MASTER AGREEMENT

STATE BOARD OF EDUCATION
RELATIONSHIP

2013 03 24 12 3: 04

Between the

SPRINGFIELD-CLARK
CAREER TECHNOLOGY CENTER

and the

CLARK COUNTY VOCATIONAL EDUCATION ASSOCIATION

Effective

July 1, 2013

through

June 30, 2016

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I. Agreement

AGREEMENT

BY AND BETWEEN

THE SPRINGFIELD-CLARK CAREER TECHNOLOGY CENTER

BOARD OF EDUCATION

AND

THE CLARK COUNTY VOCATIONAL EDUCATION ASSOCIATION

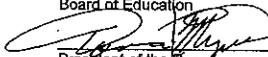
The Springfield-Clark Career Technology Center Board of Education and the Clark County Vocational Education Association hereby adopt the following Agreement which shall be in force from July 1, 2013 to June 30, 2016. This Agreement and all of its provisions are hereby ratified by the Association on Aug. 29, 2013 and the Board of Education on Sept. 9, 2013.

Clark County Vocational
Education Association

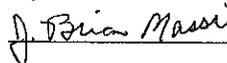
Springfield-Clark
Career Technology Center
Board of Education



President

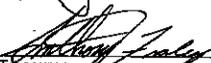


President of the Board







Superintendent


Treasurer

Instructor Salary Index
B.

II. Salary
Instructor Salary Index
A.

Years	I BA+0	II BA+10	III BA+20	IV BA+30	V BA+40	VI MA+0	VII MA+15	VIII MA+30
0	1.0000	1.0990	1.1230	1.1470	1.1590	1.1710	1.2008	1.2209
1	1.1110	1.1508	1.1758	1.2010	1.2136	1.2262	1.2560	1.2760
2	1.1566	1.2021	1.2281	1.2545	1.2677	1.2809	1.3107	1.3307
3	1.2022	1.2534	1.2804	1.3080	1.3218	1.3356	1.3654	1.3854
4	1.2478	1.3047	1.3327	1.3615	1.3759	1.3903	1.4201	1.4401
5	1.2934	1.3560	1.3850	1.4150	1.4300	1.4450	1.4748	1.4948
6	1.3390	1.4073	1.4373	1.4685	1.4841	1.4997	1.5295	1.5495
7	1.3846	1.4586	1.4896	1.5220	1.5382	1.5544	1.5842	1.6042
8	1.4302	1.5099	1.5419	1.5755	1.5923	1.6091	1.6389	1.6589
9	1.4758	1.5612	1.5942	1.6290	1.6464	1.6638	1.6936	1.7136
10	1.5214	1.6125	1.6465	1.6825	1.7005	1.7185	1.7483	1.7683
11	1.5670	1.6638	1.6988	1.7360	1.7546	1.7732	1.8030	1.8230
12	1.6126	1.7151	1.7511	1.7895	1.8087	1.8279	1.8577	1.8777
13	1.6582	1.7664	1.8034	1.8430	1.8628	1.8826	1.9124	1.9324
14	1.6582	1.7664	1.8557	1.8965	1.9169	1.9373	1.9671	1.9871
15	1.6582	1.7664	1.8557	1.8965	1.9169	1.9373	1.9671	1.9871
16	1.6582	1.7664	1.8557	1.8965	1.9169	1.9373	1.9671	1.9871
17	1.6582	1.7664	1.8557	1.8965	1.9169	1.9373	1.9671	1.9871
18	1.6582	1.7664	1.8557	1.8965	1.9169	1.9373	1.9671	1.9871
19	1.7038	1.8177	1.9080	1.9500	1.9710	1.9920	2.0218	2.0418
20	1.7038	1.8177	1.9080	1.9500	1.9710	1.9920	2.0218	2.0418
21	1.7038	1.8177	1.9080	1.9500	1.9710	1.9920	2.0218	2.0418
22	1.7038	1.8177	1.9080	1.9500	1.9710	1.9920	2.0218	2.0418
23	1.7038	1.8177	1.9080	1.9500	1.9710	1.9920	2.0218	2.0418
24	1.7494	1.8690	1.9603	2.0035	2.0251	2.0467	2.0765	2.0965

Years	I BA+0	II BA+15	III BA+30	IV MA+0	V MA+15	VI MA+30
0	1.0000	1.0990	1.1470	1.1710	1.2008	1.2209
1	1.1110	1.1508	1.2010	1.2262	1.2560	1.2760
2	1.1566	1.2021	1.2545	1.2809	1.3107	1.3307
3	1.2022	1.2534	1.3080	1.3356	1.3654	1.3854
4	1.2478	1.3047	1.3615	1.3903	1.4201	1.4401
5	1.2934	1.3560	1.4150	1.4450	1.4748	1.4948
6	1.3390	1.4073	1.4685	1.4997	1.5295	1.5495
7	1.3846	1.4586	1.5220	1.5544	1.5842	1.6042
8	1.4302	1.5099	1.5755	1.6091	1.6389	1.6589
9	1.4758	1.5612	1.6290	1.6638	1.6936	1.7136
10	1.5214	1.6125	1.6825	1.7185	1.7483	1.7683
11	1.5670	1.6638	1.7360	1.7732	1.8030	1.8230
12	1.6126	1.7151	1.7895	1.8279	1.8577	1.8777
13	1.6582	1.7664	1.8430	1.8826	1.9124	1.9324
14	1.6582	1.7664	1.8965	1.9373	1.9671	1.9871
15	1.6582	1.7664	1.8965	1.9373	1.9671	1.9871
16	1.6582	1.7664	1.8965	1.9373	1.9671	1.9871
17	1.6582	1.7664	1.8965	1.9373	1.9671	1.9871
18	1.6582	1.7664	1.8965	1.9373	1.9671	1.9871
19	1.7038	1.8177	1.9500	1.9920	2.0218	2.0418
20	1.7038	1.8177	1.9500	1.9920	2.0218	2.0418
21	1.7038	1.8177	1.9500	1.9920	2.0218	2.0418
22	1.7038	1.8177	1.9500	1.9920	2.0218	2.0418
23	1.7038	1.8177	1.9500	1.9920	2.0218	2.0418
24	1.7494	1.8690	2.0035	2.0467	2.0765	2.0965

Effective for those employees working with the District after July 1, 2013.

Effective for those employees working with the District prior to July 1, 2013.

SALARY
Instructor Salary 2013-2014

Years	I BA+0	II BA+10	III BA+20	IV BA+30	V BA+40	VI MA+0	VII MA+15	VIII MA+30
0	38,508	42,320	43,244	44,169	44,631	45,093	46,240	47,014
1	42,782	44,315	45,278	46,248	46,733	47,219	48,366	49,136
2	44,538	46,290	47,292	48,308	48,817	49,325	50,472	51,243
3	46,294	48,266	49,306	50,368	50,900	51,431	52,579	53,349
4	48,050	50,241	51,320	52,429	52,983	53,538	54,685	55,455
5	49,806	52,217	53,334	54,489	55,066	55,644	56,792	57,562
6	51,562	54,192	55,348	56,549	57,150	57,750	58,898	59,668
7	53,318	56,168	57,362	58,609	59,233	59,857	61,004	61,775
8	55,074	58,143	59,375	60,669	61,316	61,963	63,111	63,881
9	56,830	60,119	61,389	62,730	63,400	64,070	65,217	65,987
10	58,586	62,094	63,403	64,790	65,483	66,176	67,324	68,094
11	60,342	64,070	65,417	66,850	67,566	68,282	69,430	70,200
12	62,098	66,045	67,431	68,910	69,649	70,389	71,536	72,306
13	63,854	68,021	69,445	70,970	71,733	72,495	73,643	74,413
14	63,854	68,021	71,459	73,030	73,816	74,602	75,749	76,519
15	63,854	68,021	71,459	73,030	73,816	74,602	75,749	76,519
16	63,854	68,021	71,459	73,030	73,816	74,602	75,749	76,519
17	63,854	68,021	71,459	73,030	73,816	74,602	75,749	76,519
18	63,854	68,021	71,459	73,030	73,816	74,602	75,749	76,519
19	65,610	69,996	73,473	75,091	75,899	76,708	77,855	78,626
20	65,610	69,996	73,473	75,091	75,899	76,708	77,855	78,626
21	65,610	69,996	73,473	75,091	75,899	76,708	77,855	78,626
22	65,610	69,996	73,473	75,091	75,899	76,708	77,855	78,626
23	65,610	69,996	73,473	75,091	75,899	76,708	77,855	78,626
24	67,366	71,971	75,487	77,151	77,983	78,814	79,962	80,732

THERE WILL BE A \$1,500 PAYMENT MADE TO EACH EMPLOYEE IN A SEPARATE CHECK THE FIRST PAYROLL IN DECEMBER FOR 2013, 2014, AND 2015.

SALARY
Instructor Salary 2014-2015

Years	I BA+0	II BA+10	III BA+20	IV BA+30	V BA+40	VI MA+0	VII MA+15	VIII MA+30
0	38,893	42,743	43,677	44,610	45,077	45,544	46,703	47,485
1	43,210	44,758	45,730	46,711	47,201	47,691	48,850	49,628
2	44,984	46,753	47,765	48,791	49,305	49,818	50,977	51,755
3	46,757	48,749	49,799	50,872	51,409	51,946	53,105	53,882
4	48,531	50,744	51,833	52,953	53,513	54,073	55,232	56,010
5	50,304	52,739	53,867	55,034	55,617	56,201	57,360	58,137
6	52,078	54,734	55,901	57,114	57,721	58,328	59,487	60,265
7	53,851	56,729	57,935	59,195	59,825	60,455	61,614	62,392
8	55,625	58,725	59,969	61,276	61,929	62,583	63,742	64,520
9	57,398	60,720	62,003	63,357	64,034	64,710	65,869	66,647
10	59,172	62,715	64,037	65,438	66,138	66,838	67,997	68,775
11	60,945	64,710	66,072	67,518	68,242	68,965	70,124	70,902
12	62,719	66,706	68,106	69,599	70,346	71,093	72,252	73,030
13	64,493	68,701	70,140	71,680	72,450	73,220	74,379	75,157
14	64,493	68,701	72,174	73,761	74,554	75,348	76,507	77,284
15	64,493	68,701	72,174	73,761	74,554	75,348	76,507	77,284
16	64,493	68,701	72,174	73,761	74,554	75,348	76,507	77,284
17	64,493	68,701	72,174	73,761	74,554	75,348	76,507	77,284
18	64,493	68,701	72,174	73,761	74,554	75,348	76,507	77,284
19	66,266	70,696	72,208	73,842	74,658	75,475	76,634	77,412
20	66,266	70,696	72,208	73,842	74,658	75,475	76,634	77,412
21	66,266	70,696	72,208	73,842	74,658	75,475	76,634	77,412
22	66,266	70,696	72,208	73,842	74,658	75,475	76,634	77,412
23	66,266	70,696	72,208	73,842	74,658	75,475	76,634	77,412
24	68,040	72,691	74,242	75,922	76,762	77,602	78,761	79,539

THERE WILL BE A \$1,500 PAYMENT MADE TO EACH EMPLOYEE IN A SEPARATE CHECK THE FIRST PAYROLL IN DECEMBER FOR 2013, 2014, AND 2015.

SALARY
Instructor Salary 2015-2016

2013 - 2014
Staff hired after July 1, 2013

Years	I	II	III	IV	V	VI	VII	VIII
	BA+0	BA+10	BA+20	BA+30	BA+40	MA+0	MA+15	MA+30
0	39,282	43,171	44,114	45,057	45,528	46,000	47,170	47,960
1	43,643	45,206	46,188	47,178	47,673	48,168	49,339	50,124
2	45,434	47,221	48,243	49,280	49,798	50,317	51,487	52,273
3	47,225	49,236	50,297	51,381	51,923	52,465	53,636	54,422
4	49,016	51,252	52,351	53,483	54,048	54,614	55,785	56,570
5	50,808	53,267	54,406	55,584	56,174	56,763	57,934	58,719
6	52,599	55,282	56,460	57,686	58,299	58,912	60,082	60,868
7	54,390	57,297	58,515	59,788	60,424	61,060	62,231	63,017
8	56,182	59,312	60,569	61,889	62,549	63,209	64,380	65,165
9	57,973	61,327	62,624	63,991	64,674	65,358	66,528	67,314
10	59,764	63,343	64,678	66,092	66,800	67,507	68,677	69,463
11	61,555	65,358	66,733	68,194	68,925	69,655	70,826	71,612
12	63,347	67,373	68,787	70,296	71,050	71,804	72,975	73,760
13	65,138	69,388	70,842	72,397	73,175	73,953	75,123	75,909
14	65,138	69,388	72,896	74,499	75,300	76,102	77,272	78,058
15	65,138	69,388	72,896	74,499	75,300	76,102	77,272	78,058
16	65,138	69,388	72,896	74,499	75,300	76,102	77,272	78,058
17	65,138	69,388	72,896	74,499	75,300	76,102	77,272	78,058
18	65,138	69,388	72,896	74,499	75,300	76,102	77,272	78,058
19	66,929	71,403	74,951	78,600	77,425	78,250	79,421	80,207
20	66,929	71,403	74,951	78,600	77,425	78,250	79,421	80,207
21	66,929	71,403	74,951	78,600	77,425	78,250	79,421	80,207
22	66,929	71,403	74,951	78,600	77,425	78,250	79,421	80,207
23	66,929	71,403	74,951	78,600	77,425	78,250	79,421	80,207
24	68,720	73,419	77,005	78,702	79,551	80,399	81,570	82,355

Years	I	II	III	IV	V	VI
	BA+0	BA+15	BA+30	MA+0	MA+15	MA+30
0	38,508	42,320	44,169	45,093	46,240	47,014
1	42,782	44,315	46,248	47,219	48,366	49,136
2	44,538	46,290	48,308	49,325	50,472	51,243
3	46,294	48,266	50,368	51,431	52,579	53,349
4	48,050	50,241	52,429	53,538	54,685	55,455
5	49,806	52,217	54,489	55,644	56,792	57,562
6	51,562	54,192	56,549	57,750	58,898	59,668
7	53,318	56,168	58,609	59,857	61,004	61,775
8	55,074	58,143	60,669	61,963	63,111	63,881
9	56,830	60,119	62,730	64,070	65,217	65,987
10	58,586	62,094	64,790	66,176	67,324	68,094
11	60,342	64,070	66,850	68,282	69,430	70,200
12	62,098	66,045	68,910	70,389	71,538	72,306
13	63,854	68,021	70,970	72,495	73,643	74,413
14	63,854	68,021	73,030	74,602	75,749	76,519
15	63,854	68,021	73,030	74,602	75,749	76,519
16	63,854	68,021	73,030	74,602	75,749	76,519
17	63,854	68,021	73,030	74,602	75,749	76,519
18	63,854	68,021	73,030	74,602	75,749	76,519
19	65,610	69,996	75,091	76,708	77,855	78,626
20	65,610	69,996	75,091	76,708	77,855	78,626
21	65,610	69,996	75,091	76,708	77,855	78,626
22	65,610	69,996	75,091	76,708	77,855	78,626
23	65,610	69,996	75,091	76,708	77,855	78,626
24	67,366	71,971	77,151	78,814	79,962	80,732

THERE WILL BE A \$1,500 PAYMENT MADE TO EACH EMPLOYEE IN A SEPARATE CHECK THE FIRST PAYROLL IN DECEMBER FOR 2013, 2014, AND 2015.

THERE WILL BE A \$1,500 PAYMENT MADE TO EACH EMPLOYEE IN A SEPARATE CHECK THE FIRST PAYROLL IN DECEMBER FOR 2013, 2014, AND 2015.

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2014 - 2015
Staff hired after July 1, 2013

2015 - 2016
Staff hired after July 1, 2013

Years	I	II	III	IV	V	VI
	BA+0	BA+15	BA+30	MA+0	MA+15	MA+30
0	38,893	42,743	44,810	45,544	46,703	47,485
1	43,210	44,758	46,711	47,691	48,850	49,628
2	44,984	46,753	48,791	49,818	50,977	51,755
3	46,757	48,749	50,872	51,946	53,105	53,882
4	48,531	50,744	52,953	54,073	55,232	56,010
5	50,304	52,739	55,034	56,201	57,360	58,137
6	52,078	54,734	57,114	58,328	59,487	60,265
7	53,851	56,729	59,195	60,455	61,614	62,392
8	55,625	58,725	61,276	62,583	63,742	64,520
9	57,398	60,720	63,357	64,710	65,869	66,647
10	59,172	62,715	65,438	66,838	67,997	68,775
11	60,945	64,710	67,518	68,965	70,124	70,902
12	62,719	66,706	69,599	71,093	72,252	73,030
13	64,493	68,701	71,680	73,220	74,379	75,157
14	64,493	68,701	73,761	75,348	76,507	77,284
15	64,493	68,701	73,761	75,348	76,507	77,284
16	64,493	68,701	73,761	75,348	76,507	77,284
17	64,493	68,701	73,761	75,348	76,507	77,284
18	64,493	68,701	73,761	75,348	76,507	77,284
19	66,266	70,696	75,842	77,475	78,634	79,412
20	66,266	70,696	75,842	77,475	78,634	79,412
21	66,266	70,696	75,842	77,475	78,634	79,412
22	66,266	70,696	75,842	77,475	78,634	79,412
23	66,266	70,696	75,842	77,475	78,634	79,412
24	68,040	72,691	77,922	79,602	80,761	81,539

Years	I	II	III	IV	V	VI
	BA+0	BA+15	BA+30	MA+0	MA+15	MA+30
0	38,282	43,171	45,057	46,000	47,170	47,960
1	43,643	45,206	47,178	48,168	49,339	50,124
2	45,434	47,221	49,280	50,317	51,487	52,273
3	47,225	49,236	51,381	52,465	53,636	54,422
4	49,016	51,252	53,483	54,614	55,785	56,570
5	50,808	53,267	55,584	56,763	57,934	58,719
6	52,599	55,282	57,686	58,912	60,082	60,868
7	54,390	57,297	59,788	61,060	62,231	63,017
8	56,182	59,312	61,889	63,209	64,380	65,165
9	57,973	61,327	63,991	65,358	66,528	67,314
10	59,764	63,343	66,092	67,507	68,677	69,463
11	61,555	65,358	68,194	69,655	70,826	71,612
12	63,347	67,373	70,296	71,804	72,975	73,760
13	65,138	69,388	72,397	73,953	75,123	75,909
14	65,138	69,388	74,499	76,102	77,272	78,058
15	65,138	69,388	74,499	76,102	77,272	78,058
16	65,138	69,388	74,499	76,102	77,272	78,058
17	65,138	69,388	74,499	76,102	77,272	78,058
18	65,138	69,388	74,499	76,102	77,272	78,058
19	66,929	71,403	76,600	78,250	79,421	80,207
20	66,929	71,403	76,600	78,250	79,421	80,207
21	66,929	71,403	76,600	78,250	79,421	80,207
22	66,929	71,403	76,600	78,250	79,421	80,207
23	66,929	71,403	76,600	78,250	79,421	80,207
24	68,720	73,419	78,702	80,399	81,570	82,355

THERE WILL BE A \$1,500 PAYMENT MADE TO EACH EMPLOYEE IN A SEPARATE CHECK THE FIRST PAYROLL IN DECEMBER FOR 2013, 2014, AND 2015.

THERE WILL BE A \$1,500 PAYMENT MADE TO EACH EMPLOYEE IN A SEPARATE CHECK THE FIRST PAYROLL IN DECEMBER FOR 2013, 2014, AND 2015.

B. Contract Day

1. The length of the teacher's work day shall be seven and one quarter (7.25) consecutive hours starting no earlier than 7:30 a.m. and ending no later than 3:30 p.m. Changes in individual teacher's schedules, which occur during the school year will commence only after five (5) working days notice have been given.

In extraordinary circumstances, the Superintendent may approve the advance request of a teacher to receive a like amount of time off with pay when the teacher is required and directed to perform tasks outside the scope of regular and supplemental duties, where such tasks are not addressed by other contract provisions.

2. The President of the Association is to be notified of any change or modification of starting and dismissal times before public announcement is made.
3. Preparation Period:
 - a. All members shall be provided with at least one (1) individual, duty free and uninterrupted preparation period per day equal in length to one (1) regular class period with the exception of a full waiver day. All members shall have the option of taking each preparation period on or off campus, with mutual consent of their supervisor.
 - b. Once each month, while school is in session, a staff meeting may be scheduled, which includes faculty meetings, to be held during the individual, duty free and uninterrupted preparation period, when possible.
4. Each teacher scheduled for three periods or more shall have at least one-half (1/2) hour uninterrupted duty-free lunch period daily.
5. Campus duties will be assigned by an administrator - within the teacher day where appropriate.
6. All faculty meetings shall be in the confines of the teacher's regular school day except for three (3) previously scheduled departmental staff or all instructional staff meetings per year, whereby each meeting may be up to one (1) hour in length. Exceptions may be necessary to deal with emergency situations.
7. Student recruitment assignment which is beyond the employee's school day shall be paid at his/her hourly rate. A timecard must be submitted.

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- c. Instructors who will be monitoring additional students may be contacted by the supervisor before the school day begins. Or, if the instructors have mutually made arrangements for a particular day of alternative subbing, the instructor that will be absent shall notify the supervisor of such arrangement, and subject to Administration approval.
- d. Alternative subbing will be short term, and is not intended to replace the hiring of a substitute teacher. Short term is defined as three (3) days or less.
- e. Students will remain in the alternative lab for the entire lab period.
- f. For safety reasons, only students in comparable programs will be placed in alternative labs.
- g. The monitoring instructor shall receive an additional \$7.00 per alternative visiting student per lab.
- h. Each short term sub shall fill out the appropriate forms.

10. Waiver Day

The Local Professional Development Committee may plan or designate representatives to coordinate the professional development for any Waiver Day offered by the District.

C. Contract Year

1. The contract year for members on regular teaching contracts shall consist of no more than 183 days, two (2) days of which shall be for classroom preparation or inservice without students and one (1) day of teacher and student orientation.
2. Instructional staff, who are requested and Board approved to work on planning of programs, development of curriculum, related instructional improvements, and State required program activities will be reimbursed at a rate of .004 BA Base for an equivalent school day. Those staff individuals, who work extended service time mandated by the State, and/or the District, will continue to receive their individual day rate.
3. The official closing of schools by the Superintendent or designee on account of severe weather or other emergency conditions shall not result in loss of pay except when such days exceed the State allowed calamity days.

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B. Evening Obligations

Scheduling of evening obligations will be determined by the District. Evening obligations may include:

- a. Two (2) after school days for parent teacher conferences exchanged for one (1) trade day.
- b. One evening open house and one Registration Night exchanged for one (1) trade day.
- c. Spring and fall advisory committee meetings in exchange for four (4) consecutive hours of early release and/or late arrival.

Evening Obligation Procedures:

- a. The District will provide the dates of teacher evening obligations for the next school year prior to the last day of the current school year.
- b. Teachers enrolled in evening college programs who perceive potential conflicts with evening school assigned duties are strongly urged to provide the dates of potential conflicts as soon as possible to their supervisor.
- c. The teacher will attempt to resolve potential conflicts including contacting the evening course instructors, rescheduling other time for parent contacts, etc. and will review any proposed remedy with the District administration prior to the scheduled evening obligation.
- d. Teachers may be granted available personal or professional leave consistent with the appropriate provisions in this Agreement, should conflicts not be resolved.
- e. If the less than full-time teacher is required in writing to participate, the less than full-time teacher shall be paid at their per diem rate, pro-rated for the time beyond their regular workday.

9. Alternative Subbing for Workforce Development

- a. When a workforce development instructor is absent and a qualified substitute is not obtained, another Workforce Development student as an alternative lab experience, with Administration approval.
- b. There shall be no more than 24 total students which include regularly assigned students plus Alternative Lab students.

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4. No deduction from days of accumulated sick leave shall be made for calamity days as declared by the Superintendent.
5. The Superintendent shall furnish the Association with a proposed calendar at least two (2) weeks in advance of the adoption of the calendar by the Board. At least one (1) week in advance of adoption of the calendar, the Clark County Vocational Education Association (CCVEA) President shall meet with the Superintendent or his designee to discuss Association recommendations for the school calendar.

D. Applicability of Professional Schedule

The salaries of all professional employees as recognized by this Agreement per item XVII Procedural Agreement shall be determined in accordance with the terms of this schedule. The term "professional employee" as recognized by this Agreement per item XX Procedural Agreement shall include all employees required by law or by the rules of the Board of Education to have a teacher's certificate or license.

In unusual circumstances when the welfare of the school clearly requires that exception to the schedule be made, the Superintendent is authorized to recommend such exception for approval by the Board of Education.

In all cases not clearly covered by the provisions of the schedule, the Superintendent shall make a decision on the basis of the most nearly related provisions.

E. Continuing Education Units (CEU's) Equivalence

Three (3) Continuing Education Units (CEU's) received from an approved class (es) provider not sponsored by the District shall equal one (1) semester hour. (A CEU presenter in the District may be granted credit if work was not related to any supplemental contract held by the presenter.) The Superintendent will approve salary credit for CEU's under the following guidelines:

1. The staff member request in writing on the CEU form (Appendix A) one (1) month before class begins, if possible, that the Superintendent approve salary credit.
2. Classes are not taken in order to gain initial certificate or a two (2) year license.
3. The staff member submits satisfactory evidence of completion.
4. Classes are directly related to the continued improvement of instructional skills and methods of theories of learning. This plan will assist instructors

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in maintaining an awareness in their certified area(s). Courses outside the areas of the staff member's certified area(s) will not be approved unless they are considered a benefit for the SCOTC. In no case will more than two (2) courses be approved outside of the staff member's subject area in any one (1) calendar year.

- 5. The staff member shall submit to the Treasurer a completed CEU form listing CEUs earned with the certificate attached. The staff member shall also include total accumulated CEUs earned to date allowable towards salary credit.

F. Base Rates for Professional Employees

The base salary rates for all professional employees other than administrative officers, shall be fixed in accordance with the tables as set forth in Section II A. and B. of this agreement.

CAREER TECH TEACHERS EMPLOYED AFTER JANUARY 1, 1985

In determining the salary class placement of a teacher of vocational subjects not holding a bachelor's degree upon first employment, five (5) years work experience will be accepted as bachelor's degree level provided the State Department of Education will issue a teaching certificate or license in that respective vocational area. Each two (2) years beyond the five (5) will count as a year of teaching experience when determining the step placement on the salary schedule. The implementation of this schedule is not retroactive to teachers employed before the implementation of this contract.

Annually each teacher shall advance to the next higher salary step indicated in the above table for the class in which the preceding year's service has been rendered, provided that no salary shall advance beyond the maximum for the appropriate salary class.

Except as otherwise provided in this schedule, a member of the professional staff must be employed and entitled to pay for at least 120 days of any school year to be eligible for an increment for the succeeding year. No fractional increment shall be allowed. In determining eligibility for an increment of an employee who enters subsequent to the opening of the school year, any days of teaching which such person has done elsewhere in the same school year shall be deemed as service for the purpose of this section.

Time spent on an authorized leave of absence for professional study shall be counted as teaching time in determining eligibility to an increment of salary, if the teacher on leave of absence shall have successfully completed during each

semester of such leave a minimum of 12 semester hours of college work approved by the Superintendent.

G. Initial Salary of New Employees

The initial salary of any person employed as a teacher shall be the appropriate minimum salary as provided in Section II of this schedule plus credit for each year of previous experience, provided, however, that the maximum credit for previous experience and military service credit combined shall not exceed ten (10) years, unless authorized by the Superintendent, and in agreement with the Association. Superannuates combined credit shall not exceed five (5) years.

Home Instructor Tutor's hourly rate shall be .001 of the BA base.

In crediting experience for teaching and military service combined, the military service shall be considered as having been credited first. The teacher will be credited for the days or more of actual contract service during any one (1) school year and shall include teaching on a substitute basis provided that the substitute basis consists of at least 120 days of service in a single school year with a single district.

For the purpose of this section, any person who has served or who may serve in the Armed Forces of the United States shall be given service credit for the time spent in such Armed Forces. Such service credit shall be evaluated for the purpose of placement on schedule in terms of the number of full years of active military service. If the total in years involved is a fraction of eight (8) calendar months or more, such fraction shall be credited as a year of military service.

In determining the initial salary of a teacher of vocational subjects, two (2) years of work experience above the apprenticeship level shall be accepted in lieu of a year of teaching experience, except that a given period of work experience accepted under this schedule in lieu of college training shall not be accepted in lieu of teaching experience. 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 vocational field in which the person is to teach. If the total time in years involves a fraction of eight (8) calendar months or more, such fraction shall be credited as a year of experience.

Teachers, who are employed in vocational programs that require a degree in education to meet initial state certification or licensure requirements, will not be credited non-teaching work experience in determining initial salary placement.

Teachers, who are graduates of approved teacher education degree granting institutions, may be only placed in additional salary classes above a BA-0 or MA-0 for hours earned after granting date of the highest degree that is applicable to certification or licensure requirements of assigned position.

H. Change of Class

Any teacher who submits to the Superintendent satisfactory written evidence of having qualified for placement in a higher salary class by reason of additional preparation shall advance to said higher salary class for salary purpose effective immediately provided that this satisfactory evidence of having qualified for placement in a higher salary class is provided to the Treasurer prior to January 1st of each contract year.

I. Special Salary Allowance

In recognition of extra responsibilities and duties, there shall be paid in addition to the base salaries provided in Section II of this Schedule, annual special salary allowances as hereinafter provides in this section.

For Coordinators and Counselors who shall serve extended time in excess of the regular school term, the special salary allowance shall be paid on a per diem basis for the number of days assigned.

J. Supplemental Duties

- 1a. The salary for the indicated extra-duty assignments shall be computed by multiplying the percentage indicated by the beginning BA salary.

BPA Advisors	\$ 1,143.81
FFA Advisor	\$ 1,143.81
FCCLA Advisors	\$ 1,143.81
First Responders Chairperson.....	\$ 762.54
First Responders Chairperson.....	\$ 381.27
High Q	\$ 762.54
Skills USA Advisors	\$ 1,143.81
National Honor Society Advisor.....	\$ 762.54
All Department Heads as Designated	\$ 762.54
Tech Coaches	\$ 762.54
FOR Club Advisor.....	\$ 762.54

- b. A CTSO advisor required by the District to host a state or regional event shall receive an additional 1% on top of the percentage listed above.
- c. A CTSO advisor required by the District to advise a student who is a state or national officer shall be paid an additional 1% for that year on top of the percentage indicated above.
- d. An advisor may receive both additional percentages, where warranted.

- e. An advisor may receive both this additional 1% supplemental pay and extracurricular pay pursuant to J3 below (e.g. for chaperoning or attending student meetings), where appropriate and upon approval by the Superintendent.

- 2. Persons assigned to perform supplemental duties shall be issued a supplemental contract pursuant to the Ohio Revised Code. Termination of a supplemental contract shall be accomplished by adherence to the same procedures that govern termination of teaching contracts (Master Contract).

SUPPLEMENTAL DUTY PROCEDURES

Posting - All supplemental positions to be filled will be posted annually. All supplemental contracts, automatically expire at the end of each school year. Interested staff will annually submit an application for each supplemental contract by the posted deadline.

Notification - Notification of supplemental contract status will occur within one month of application deadline. Supplemental duty contracts must be signed and returned to the Treasurer's Office within seven business days of the date received.

Tie-Breakers - When more than one applicant applies for a position, these procedures will be followed to ensure that the most qualified person is awarded the supplemental contract:

- 1. Each applicant will submit information in support of their candidacy to administration. Applicants should discuss their qualifications for the position and discuss their plans for the position.
- 2. Top candidates may be invited to participate in a formal interview with administration.
- 3. Administrators will determine the applicant most qualified to fill the position, and provide written reasons for the decision to all applicants.

3. EXTRA-CURRICULUM REIMBURSEMENT

Any bargaining unit member, including a CTSO advisor, assigned to duties (i.e., accompanying students to meetings required by their organization, helping with meetings at local schools, or pre-approved professional youth or organizational activities) shall be paid the following:

Full day (7 or more hours): .0028 of the base
 Partial day (more than 3.5 and less than 7 hours): .0021 of the base
 Half day (3.5 hours or less): .0014 of the base
 Overnight: additional .0007 of the base.

4. Supplemental Duty pay will be paid one-half (1/2) the first pay in December, and upon completion and submission of required documentation, one-half (1/2) the first pay in June.
5. New Clubs
A teacher interested in starting a new club shall present their intentions to the LMC. The teacher will be notified of the outcome within 60 calendar days.
6. District Technology Committee
Each member of the District's Technology Committee will be paid at .00075 of the BA Base as the hourly rate for time spent in any Committee meetings conducted outside the regular school day. Attendance at such committee meeting shall not be mandatory.
7. R.C. 3319.0811 does not impose any additional obligations on the District with regard to current supplemental contracts or the current performance of teacher work outside the school day.

K. Attendance Incentive

Annually contracted regular employees shall be compensated for using five (5) or less sick leave / personal leave days per year. This plan shall coincide with the employee's regular contract year (see Article II, Contract Year). The attendance incentive plan shall be as follows, calculated using the BA Base:

<u>Personal and / or Sick Leave Used</u>	<u>Amount of Compensation To Be Received</u>
0	.012
1 or fraction thereof	.010
2 or 1 plus a fraction thereof	.008
3 or 2 plus a fraction thereof	.006
4 or 3 plus a fraction thereof	.004
5 or 4 plus a fraction thereof	.002

Sick Leave incentive for sick leave days and personal days converted to sick leave days not used above the allowed accumulated aggregate, per the Sick Leave Article of this Agreement will be reimbursed at a rate of .002 of the BA Base per day.

Employees who receive attendance incentive payment under this provision due to the fact that the employee has accumulated the maximum amount of available

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sick leave, may not also receive attendance incentive in accordance with the chart contained herein. Accordingly, said employee may only receive one payment for attendance incentive.

Part-time employees shall be prorated according to their percent of time. Teachers will receive the above payment with the last paycheck in June.

L. Part-Time Teachers / Staff Substitute Rate

The salary of any part-time teacher shall be prorated to a salary proportional to the fractional time for which appointed.

Full-time staff substituting during their preparation time shall be paid at the rate of .00075 of the BA Base per class period.

M. Per Diem Deduction

When it is necessary to make per diem deductions to a professional employee's salary, the following formula will be used:

$$\frac{\text{Annual Contract Salary}}{\text{Days in Official Calendar}^*}$$

N. Payment to STRS

An amount equal to the employee's contribution to the State Teachers Retirement Systems shall be subtracted from the gross salary to each employee in the bargaining unit and paid directly to STRS on behalf of the employee.

1. The salary reduction method of STRS payment shall apply uniformly to all employees and no employees covered by STRS shall be exempt.
2. The payment defined herein shall apply to all compensation received including regular contract and supplemental contract earnings.
3. Should the Internal Revenue Service or the State Teachers' Retirement System determine that this reduction provision is not qualified under the IRS Code, or is unlawful in any manner, this provision shall be null and void upon notification of such. The W-2 form prepared by the Treasurer shall not show the STRS reduction as an annuity.

O. Teacher Contracts

Section 1 - Any teacher employed under a limited contract is deemed reemployed, unless the Board of Education gives such teacher written notice of its intention to non-renew him/her on or before

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June 1st the year of expiration of the limited contract. A teacher reemployed is presumed to have accepted employment unless he/she gives the Board written notice of his/her intention to resign on or before July 10th. After that date, a teacher may resign only with Board consent.

Section 2 - Regular: A written teacher contract and salary notice will be issued to employed or reemployed teachers no later than May 30th. All regular teaching contracts will contain:

1. Type of Contract
2. School Year Contract Covers
3. Name
4. Base Salary
5. Class & Step

Section 3 - Supplemental: The Board will issue a supplemental contract to all teachers who have accepted responsibilities that call for additional compensation as per the Board adopted supplemental salary schedule. The supplemental contract will include:

1. Name
2. Length of Contract
3. State of Assignment
4. Amount of Compensation
5. A copy of the job description for the supplemental duty will be attached to the supplemental contract.

P. Sequence of Contracts

1. Limited Contracts: Teachers holding provisional certificates or two (2) year licensure shall be granted limited contracts as follows:

- a. All teachers new to the district shall be granted a limited contract with a duration of one (1) year.
- b. All teachers who have successfully completed three (3) limited contracts with a duration of one (1) year each, and are recommended by the Superintendent, shall be recommended for a limited contract with a duration to two (2) years.
- c. All teachers who have successfully completed two (2) limited contracts with a duration of two (2) years each, referred to in #2 above, and who have been recommended by the Superintendent, shall be recommended for a limited contract with a duration of three (3) years.

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d. All teachers who have successfully completed a limited contract with a duration of three (3) years, and who have been recommended by the Superintendent, shall be recommended for a limited contract with a duration of three (3) years for each contract thereafter.

e. At the conclusion of any limited contract, the teacher may be reemployed on a probationary status for a period of one (1) or two (2) years. The formal evaluation procedures must indicate that such action is warranted, and a written statement of necessary improvements must be given to the teacher. If the Board elects to grant a contract with a lesser duration than that recommended by the Superintendent, the contract will be one with a probationary status.

f. The Superintendent may recommend an extended limited contract, not to exceed two (2) years, for a staff member who is eligible for a continuing contract, prior to any vote on a continuing contract by the Board. The Superintendent then shall send a written notice to the teacher on or before June 1st advising the staff member of the Board's action and the reason(s) for the action.

g. Superannuates employed by the District shall receive a one (1) year limited contract. A superannuate's limited contract expires automatically at the conclusion of each one-year term. No Board action or notice of non-renewal is required; however, the Board will attempt to notify the superannuate by the first week after the first Board Meeting of May of its intent for their position for the following year.

2. Continuing Contracts:

a. Qualifications for continuing contracts shall be in accordance with the provisions of Ohio Revised Code §3319.08/3319.11, and 3319.111.

b. In order to be considered for a continuing contract, the teacher must provide written notice to the Superintendent prior to September 15th in any year for which the teacher shall become eligible to receive a continuing contract at the expiration of the teacher's limited contract. Failure to provide this notice shall result in the teacher only being considered for a limited contract in the event the teacher's contract is renewed.

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- c. Have been recommended for continuing contract status by the Superintendent, after consideration of the employee's evaluations based on Article XII (Employee Evaluation) of this agreement.
- d. Have taught in the Springfield-Clark Career Technology Center for at least five (5) years, unless they have taught in another school district under a continuing contract; then they must have been employed at the Springfield-Clark Career Technology Center for two (2) years or have been recommended for continuing contract status upon employment. At the time of their employment in the Springfield-Clark Career Technology Center, teachers who have taught in another school district under a continuing contract are responsible for notifying the Superintendent of their prior employment status. Accurately completing employment application form shall constitute notice.

Teachers may be considered for continuing contract status during a multi-year contract at the request of the teacher.

3. Supplemental Contracts

Supplemental contracts expire automatically at the conclusion of their term. No Board action or notice of non-renewal is required. This provision does not apply to limited or continuing teacher contracts.

- 4. Agreement provisions supersede provisions of ORC 3319.11 and 3319.111.

Q. Method of Pay

Each bargaining unit member shall receive his/her pay based on twenty-six (26) equal pays, except for twenty-seven (27) pays as warranted by the calendar. Regular pay days shall be alternate Fridays. When school is closed for a portion of the pay week for vacation or holiday, pay shall be on the last work day of that week. When school is open for two (2) days or less during the week, this provision is not applicable.

All salary/supplemental wages shall be calculated at the rate contained in this Agreement and then rounded to the nearest dollar for publishing/payment of wages.

R. Deductions for Tax Sheltered Annuities

Deductions from bargaining unit members who have tax sheltered annuities deducted from their pay checks shall have the deduction transmitted to the

school year as of May 1. Grace periods shall only be granted once for every three (3) year cycle.

- e. Each Workforce Development program teacher who has less than seven (7) total Level I and/or Level II enrollments for the upcoming school year may be subject to the Superintendent's recommendation for the upcoming school year.

This provision does not modify any Board rights accorded under other sections of the agreement, including but not limited to Article XIII (RIF) and Article XIV (Personnel Matters).

III. GRIEVANCE PROCEDURE

A. Definitions

- 1. A grievance is defined as a complaint involving the alleged violation or misinterpretation or misapplication of the terms of this contract.
- 2. A grievant shall mean a person, the Association, or a group in the bargaining unit.
- 3. "Days" shall mean contract days during the school year and weekdays during the summer months.

B. General Provisions

- 1. No reprisal shall be made against any party involved in using this grievance procedure.
- 2. Time limits given shall be considered as maximum, unless otherwise extended by mutual written agreement by the parties involved. If the grievance or administrator at the appropriate step is absent on approved leave, five (5) additional working days will be granted to allow a designated administrator to respond or the grievant to file or advance the grievance.
- 3. If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance shall be deemed waived.
- 4. Failure of the administration to respond in the time limit stated shall mean the grievance may be advanced within the time limits specified to the next step.
- 5. A grievant may appear on his/her own behalf or may be represented at any and all steps of the Grievance Procedure by the Association. A

appropriate company within three (3) working days from the date of the deduction.

S. Direct Payroll Deposit

All employees will go on direct deposit effective January 1, 2014.

T. Academic Class Size Goals

The District and CCVEA agree that the size of academic classes shall take into consideration any extraordinary demands on physical space, teacher contract, and/or teacher supervision. Inclusion teachers shall be assigned to only one classroom per class period. Each class with an inclusion requirement will have an inclusion teacher. Other situations where class sizes are a problem shall be brought forth by either party to the Labor-Management Committee for discussion.

No academic teacher shall have more than three (3) different courses unless an additional preparation period is provided. Intervention is not to be included in total count of courses for the purposes of this section.

U. Workforce Development Enrollment

Each May 1, the Superintendent shall use the following enrollment guidelines to assess each Workforce Development program for the upcoming school year:

- a. To justify maintaining separate Level I and Level II labs for the upcoming school year, the Workforce Development program will have at least 15 total Level I and/or Level II students at the last or most recent October count and at least 16 total incoming and/or returning Level I and/or Level II students on May 1.
- b. To justify maintaining two (2) current instructors in any Workforce Development program for the upcoming school year, that program will have at least 25 total Level I and/or Level II students at the last or most recent October count and at least 26 total incoming and/or returning Level I and/or Level II students on May 1.
- c. To justify maintaining separate Level I and Level II labs for the upcoming school year, Workforce Development programs that primarily enroll students served through the IEP process will have at least twelve (12) total Level I and/or Level II students at the October count and at least 13 total incoming and/or returning Level I and/or Level II students on May 1.
- d. A one-year grace period may be recommended for those programs with low enrollment, defined as at least seven (7) total enrollments for the next

resolution of a grievance filed by an individual appearing on his/her own behalf shall be made known in writing to the Association by the Superintendent.

- 6. All notices of hearings, dispositions of grievances, written grievances and appeals shall be in writing and hand delivered or mailed.
- 7. Nothing contained in this procedure shall be construed as limiting the individual right of a teacher having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication.
- 8. Any employee having a grievance shall first discuss such grievance with the Association's Grievance Committee to make sure the grievance is a valid grievance.
- 9. The purpose of these procedures is to secure equitable solutions to grievances at the lowest level administrator having authority to resolve the grievance. All parties agree that grievances will be kept as confidential as is appropriate and processed as expeditiously as possible. No grievance shall be submitted to arbitration without the approval of the Association.
- 10. Nothing contained herein shall deprive any teacher of any legal rights which the teacher presently has, provided that if a teacher elects to pursue any legal or statutory remedy, such election shall bar any further or subsequent proceedings for relief under the Grievance Procedure, unless the matter is returned by the court or other administrative agency to the Grievance Procedure. However, a contract non-renewal, disciplinary suspension, termination, or denial of continuing contract may be appealed only through the grievance procedure, and no court shall have jurisdiction to consider these actions.

Level I – Informal

Within twenty (20) days after an event or condition alleged to be a contract violation and made known to the Association, or after the employee knew or should have known of the event or condition, he/she will discuss the problem with his/her immediate supervisor in an effort to resolve the claim informally.

Level II

If the grievance is not resolved at the informal step, the grievant may within five (5) days after the date of the informal discussion, submit a formal grievance to his/her immediate supervisor or director. Within five (5) days of receipt of the formal grievance, the immediate supervisor will meet with the grievant, if necessary, and then write a

disposition of the grievance with a copy to the grievant and the Superintendent. The written disposition shall be completed within five (5) days of the Level II hearing.

Level III

If the aggrieved is not satisfied with the disposition of the grievance in Level II, the grievant may submit the grievance in writing to the Superintendent/designee within five (5) days of receipt of its disposition at Level II. Within the next ten (10) days, a hearing will be held between the aggrieved and the Superintendent/designee, representative(s) of the Association and other parties that may be needed to give information relative to the claim. The written disposition/s shall be completed within five (5) days of the Level III hearing.

Level IV

If the grievance has not been resolved through the preceding procedures, the Association may submit the grievance to arbitration within thirty (30) days of the Level III answer, by sending a request to the American Arbitration Association and copying the Superintendent on the request.

Selection of the arbitrator shall be according to the voluntary rules and regulations of the American Arbitration Association. The costs of the arbitration shall be shared equally by the Clark County Vocational Education Association and the Board of Education. No grievances may be submitted to arbitration without the consent of the Association.

The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be in accordance with the voluntary rules and regulations of the AAA. The decision shall be in writing and a copy sent to the Association and Board representatives present at the hearing. The decision of the arbitrator shall be binding on both the Board and the Association. The arbitrator shall expressly confine himself/herself to the precise issue(s) identified in the grievance process and 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 opinion which are not directly essential in reaching the decision. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement, or add to, detract from or modify the language therein in arriving at a determination of any issue(s) presented that is proper within the limitations expressed herein.

IV. EMPLOYEES LEAVE

A. Sick Leave

1. Rate and method of accumulation

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immediate family. Additional days may be granted upon request to the Superintendent.

3. Definitions

- a) Immediate family is defined as meaning spouse, children, stepchildren, brothers, sisters, fathers, mothers, step-parents, relatives-in-law, grandparents, grandchildren, and any person living in the same household as the professional staff member.
- b) Full-time employee - any person employed on a regular full-time contract basis by the Board of Education.
- c) Part-time employee - any person employed on a regular part-time basis by the Board of Education.
- d) Year - the year shall be from July 1 to June 30.

Sick leave will be deducted from the employee's total accumulation for the time used, in minimum increments equal to one (1) period.

B. Personal Leave

1) Rates and procedures

- a) Three (3) days of personal leave with full pay may be approved by the Superintendent or his designee for each full-time employee each school year. Five (5) days notice shall be given except in cases of emergency. All requests will be submitted on leave report form.
- b) Unused personal leave days will be converted to sick leave at the end of the school year.
- c) Personal leave days granted by the Superintendent shall be for the purpose of attending to emergency or unforeseen situations that require immediate attention, or the transaction of personal business that must unavoidably be scheduled on a school day with no further explanations.
- d) Religious Leave - The Superintendent may authorize leave with pay, upon application, for absence of full-time employees, not on an hourly rate of pay, for the observance of religious faith.
- e) Personal leave, except in cases of extreme emergency, will not be granted on the following days:

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- a) 15 work days with full pay may be earned yearly as sick leave by each full-time employee.
 - 1) Five (5) days shall be credited for new employees with three (3) years or less service in the District at anytime his/her accumulation has been exhausted, upon written request of the employee. Such advancement will be charged against the sick leave the employee subsequently accumulates.
 - 2) Each full-time employee shall earn sick leave at the rate of one and one-fourth (1-1/4) days for each month under contract (O.R.C. 3319.141).
 - b) Any part-time employee shall earn sick leave at the rate of one and one fourth (1-1/4) days for each month under contract (O.R.C. 3319.141). The District will pro-rate the sick leave balance of a part-time employee upon movement to full-time status.
 - c) Any unused portion of days earned will be allowed to accumulate to an aggregate of 240 days. Any person with an accumulation of 240 days on October 1, and files for retirement by June 1 will retain a balance of 240 sick leave days, provided the individual has not used more than ten (10) days during the eight (8) months period prior to June 1 of their year of retirement.
 - d) Statement of days accumulated shall be included on each employee's paycheck.
 - e) For non-routine absences or suspected fraudulent use of sick leave, the Superintendent may require that an employee provide medical certification of fitness for duty, or the employee's need to use sick leave, consistent with applicable law.
2. Purpose for which the accumulated days may be used:
- a) Sick Leave - An unspecified number of days at full pay, not to exceed the employees' accumulation, may be used for the employee's illness, medical appointments, injury, confined by doctor's order due to exposure to contagious disease, and complications resulting from pregnancy.
 - b) Illness or injury in the employee's immediate family.
 - c) Death in the employee's family - three (3) work days each year with full pay may be allowed in each case of death in the employee's

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1. the first and last day of school
2. the school days preceding or following a day or days when school is closed for holidays

C. Professional Meeting Leave

1. Rates and Procedures

- a) Attendance at professional meetings - an undefined number of days with full pay may be allowed for absence due to attendance at professional meetings. The meetings must be related to the work performed by the employee. The number of days and the value of the meetings are subject to the approval of the Superintendent.
- b) Full pay may also be granted for other duties of a professional or civic nature. However, any compensation for such duties will be remitted to the Treasurer. The number of days and the nature of the duty are subject to the approval of the Superintendent.
- c) Reimbursement for professional days as a part of an out of state extended leave must be requested in advance and a plan developed for presentation and report to the staff.

D. Attendance in Court

1. Absence in Response to Subpoena or Jury Summons

- a) A professional staff member who is summoned for jury duty or who receives a valid and enforceable subpoena during normal teaching hours and who is not a party to the court case will be granted paid leave of absence (days shall not be charged to either personal or sick leave) from normal teaching duties to permit compliance, provided the professional staff member meets the following:
 - 1) Notifies the Superintendent within two (2) days after receipt of the jury summons or subpoena.
 - 2) Submits the statement within the two (2) days of appearance signed by the professional staff member to the Treasurer stating:
 - a) The date and time in attendance at the proceeding.

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- b) The actual amount of compensation which was received as a result of the appearance or, if no compensation was received, a statement so stating.
 - 3) The amount of any witness fee or other compensation, less validated expenses (parking, lunch) must be remitted by the professional staff member to the office of the Treasurer before the end of the pay period in which the absence occurred.
2. In cases in which the professional staff member who is a party in an action arising out of such professional staff member's employment with the Board, the Superintendent may authorize absence with no loss of salary in accordance with the provisions of this Section.

E. Sabbatical Leave

1. Rates and procedures

- a) An educator who has completed five (5) years of service with the Springfield-Clark CTC may with the recommendation of the Superintendent and approval of the Board of Education be entitled to a leave of absence, not to exceed one (1) year.
- b) The educator shall present the Superintendent for approval a plan for professional growth to the proposed leave and at the conclusion of the leave provide evidence that the plan was followed.
- c) If granted part salary, the educator is required to return to the district at the end of the leave for a period of one (1) year unless he/she has completed 25 years of teaching in this state.
- d) The Superintendent will not grant a leave under the following conditions:
 - 1) A satisfactory substitute is not available.
 - 2) 5% of the professional staff is on such leave.
- e) The Superintendent will not recommend to the Board of Education a leave of absence to exceed one (1) year for each five (5) years of service nor grant leave a second time to the same educator when other members of the staff have filed a request for such a leave.
- f) Contingent upon the approval of the Board, any part salary granted shall not exceed the difference between the substitute's pay and the educator's expected salary.

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exceed one (1) year, for rest, restoration of health, or the alleviation of hardship involving themselves or their family.

- 2. Such leave may be renewed by the Board of Education.
- 3. The Board of Education is without authority to pay an educator any salary while on such leave.

I. Emergency Removal of Students

School-adopted disciplinary procedures should be followed by all teachers in providing an environment for orderly and constructive learning situations for all students. These procedures take the form of a classroom management plan for minor problems, parent conferences, referral to guidance or administration for counseling, detention, in-school suspension, out-of-school suspension or finally expulsion. Some situations may be handled by relatively minor intervention while other situations may require more severe and immediate remedies.

In all cases the teacher is considered the primary person to handle situations as a result of the learning process and to teach those areas of good job performance in proper attitudes and respect. A teacher will have the option of emergency removal up to 24 hours of students in serious and infrequent situations where normal processes cannot be followed.

If a pupil's presence poses a continuing threat of disrupting the academic process taking place within a classroom, or elsewhere on the school premises, a teacher may remove a pupil from curricular or extra-curricular activities under his/her supervision but not from school grounds. As soon as practical after making such a removal, the teacher is to verbally inform the director or supervisor, and shall submit in writing to the director the reasons for such removal.

If the administrator reinstates the student who has been removed by a teacher, the reasons for reinstatement must be given verbally prior to reinstatement; and later in writing to the teacher within three (3) business days.

J. Assault Leave

Any employee absent from regular duties because of a physical disability resulting from an assault on the employee which occurs in the course of Board employment shall be entitled to a leave of absence under the following conditions:

- 1. The maximum number of days for which assault leave shall be payable to any employee shall be forty-five (45) days.

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F. Maternity / Child Care / Adoption Leave

The Board of Education may grant a leave of absence for maternity/adoption/child care, without pay, to any regularly employed staff member who has been employed for one (1) year or more.

- 1. An employee may request a leave of absence without pay for the purpose of maternity, child adoption, or child care. The written request must be submitted to the Superintendent at least thirty (30) days prior to the start of the requested leave of absence except in emergency situation. The request shall state the anticipated length of absence desired by the employee.
- 2. The duration of such leave of absence will be no longer than one (1) year, but may be renewed by the Board upon request of the teacher. The teacher shall notify the Superintendent of intent to return from leave no later than March 15, if the intent is to return for the ensuing school year. Upon returning to the employment of the Board the teacher shall return to the same position held at the time the leave commenced, if available; otherwise, the teacher will return to an equivalent position within the teacher's field of certification. The right to return from leave other than the beginning of the school year shall be dependent upon available opening in the teacher's field of certification and approval of the Superintendent.
- 3. Teachers shall have the right to continue to participate in all fringe benefit programs at the employee's expense during the leave period, subject to approval of the carrier(s) involved. The employer will be responsible for making any payments directly to the carrier.
- 4. The continuing contract status of any such employee shall not be adversely affected by maternity, adoption, or child care leave, but the normal annual salary increment shall not be granted unless one hundred and twenty (120) days of the contract have been fulfilled.

G. Military Leave

The Board of Education will accord a leave of absence and pay pursuant to R.C. 5923.05 and other applicable law to qualifying employees on military leave. Those on military leave shall return to employment within two weeks of application for re-employment, or as soon as practicable under individual circumstances.

H. Health and Hardship Leave

- 1. The Board of Education, upon the recommendation of the Superintendent may permit members of the professional staff a leave of absence, not to

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- 2. The employee must furnish the Superintendent with a signed statement describing in detail all of the facts and circumstances surrounding the assault, including but not limited to: the location and time of the assault, the identity of the assailant(s), if known, and the identity of all witnesses to the assault, if known.
- 3. The employee must submit to the Superintendent verification from an attending physician that the employee is disabled from performing normal duties, indicating the nature of the disability and its probable duration.
- 4. The employee must cooperate fully with the Superintendent and other public authority(ies) in the prosecution of the assailant(s). In the event the employee requires representation by an attorney in the criminal prosecution of the assailant(s), the Board will provide the employee with an attorney selected by and paid by the Board to represent such employee in such matter. If other legal representation is required by the employee, such may be provided by the Board as approved in advance by the Superintendent of Schools.
- 5. The employee shall be required to file for Worker's Compensation. Denial of workers compensation shall not affect any benefits described elsewhere in this contract.
- 6. It is the intent of this Article to provide for assault leave for employees who do not physically initiate the assault on their person. In case of a dispute as to whether or not an employee has physically initiated an assault and it is determined through either administrative hearing or court action that the employee did initiate the assault, the employee shall be required to either: (a) refund the compensation received as assault leave, or (b) charge the assault leave taken against the sick leave earned by the employee.

Assault leave shall not be chargeable against sick leave.

In the event the employee is eligible to and receives Worker's Compensation for all or part of the period of disability due to an assault, the amount payable for the Board as assault leave shall be the difference between the Worker's Compensation benefits paid and the employee's regular compensation. This shall be accomplished by the employee receiving his/her regular compensation from the Board and executing the necessary form so that such Worker's Compensation is paid directly to the Board.

K. Family and Medical Leave

An employee may choose to use Maternity/Child Care/Adoption Leave under Article IV, Section (F) of FML for serious health condition(s) or self, spouse or

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other qualifying family member. Definitions, eligibility and other terms for FML shall be determined by federal law.

V. ECONOMIC MATTERS

A. Health Insurance

- 1. The Board will pay 85% of the cost of participation in a family or single PPO plan offered by EPC. Health benefits including major medical, dental, prescription drugs, diagnostic services, emergency care and vision care for all full-time annually contracted professional employees who desire it and are eligible. If the school selects a different carrier the health insurance benefits must be equal to or better than the present coverage. Should the insurance carrier discontinue any portion of the insurance coverage, Board and Association representatives will convene to resolve the absence of said coverage.
2. Coverage for the annually contracted part-time employees will be paid at 85% multiplied by the percentage rate of hours employed.
3. Any full time bargaining unit member who declines or voluntarily withdraws from participation in the Springfield-Clark CTC health plan for the entire benefit year will receive a no-insurance stipend of \$2,000. Payment of the stipend will be included in the employee's second pay in June.
4. To be eligible for the stipend, the employee must complete and submit the form(s) indicating insurance health care choice to the Treasurer's office. Employees must notify the Treasurer's office of any changes in status that may affect eligibility or the amount of the stipend. An employee who has declined participation and is later enrolled and accepted in the Board plan shall receive the stipend on a pro-rated basis. In-network, annual mammogram and pap smear exams/test will be covered in full.
5. The Section 125, Cafeteria Plan will be continued. Effective 10/1/2005, the Board will contribute six hundred dollars (\$600) per employee per year.
6. The Springfield-Clark CTC Board of Education will pro-rate and divide equally with all contributing participants, who were enrolled on the date the rebate was calculated by the carrier, any rebate or monies received due to demutualization from insurance carrier totaling over \$30,000 for a plan year.

The Board shall pay 25% of the first 120 days of sick leave days and 20.833% of sick leave days accumulated in excess of 120. The maximum severance: 55 days.

Severance pay will be paid after the employee presents the Treasurer with a letter of acknowledgement of the retirement application and health identification card.

- 1) Severance pay will be paid within 60 days of effective retirement date or death.

Such payment shall be based on the employee's day rate of pay at the time of retirement/death. The payment for sick leave on this basis shall eliminate all sick leave credit accrued by the employee at the time of retirement/death and such payment shall be made only once to any employee or the employee's beneficiary/estate.

E. Pay-Out Contract

On the last pay before school starts, the Board will pay the remainder of the teacher's contract year.

CTSO ADVISOR ACTIVITIES

- 1. The faculty member advisor wishing to attend the activity shall request in writing by leave report form for Director and Superintendent approval at least ten (10) days prior to the date of such advisory activities.
2. The advisory activity must be sponsored by the State or National organization to which the local group is affiliated.
3. The request must be approved by the Director and Superintendent and recommended for Board approval. Board approval will be required if anticipated expenses exceed \$500 or a visitation exceeding one way approximately 200 miles from the CTC site.
4. The faculty member will be reimbursed according to the allowances listed below when supported by appropriate receipts for his or her own actual expenses.
5. Vocational Club guidelines for attending state and national conferences will be paid as indicated in this section.

REIMBURSEMENT ALLOWANCES*

REGISTRATION: Up to \$250.00 (Pre-approval for amounts exceeding \$250.00)

- 7. Health Cost Awareness The treasurer shall provide a breakout of actual insurance premiums to all employees with the second payroll check in October of each year as an informational/awareness item (i.e., single/family monthly and annual total cost for major medical, prescription drug, vision and life insurance).

- 8. Upon notice of more than a 19% increase in health premiums, either party may reopen negotiations on health insurance.

9. 90-Day Prescription Drug

The District's health care plan will provide a mail order prescription drug plan at 90 days for two times the co-pay amount.

The District will reimburse the employee one (1) co-pay amount per 90-day prescription.

The employee will submit to the Treasurer proof of payment ONLY for each 90-day prescription for reimbursement. No disclosure of type of drug is required.

If statement from the plan provider is being submitted for reimbursement, black out the drug name before submitting to the Treasurer.

B. Term Life Insurance

The Board will pay for a \$49,000 maximum double indemnity term life insurance policy for all full-time, annually contracted professional employees. Each employee shall be entitled to conversion privileges upon retirement with carrier approval. Employees, who work past the age of 70, will have benefits reduced by insurance providers approved schedule available in the Treasurer's Office.

C. Mileage Allowance

District mileage reimbursement will be at the current IRS rate for approved travel for all district employees.

D. Severance Pay

Any employee of the Springfield-Clark Career Technology Center at the time of retirement from full-time active service or death shall be paid for his or her accrued but unused sick leave credit as per the following schedule:

TRAVEL: Lowest reasonable fare for round trip commercial carrier (tourist class)

LODGING: Lowest reasonable rate

MEALS: Not to exceed \$ 40.00/day (minimum of \$10.00) Reimbursed for the following:

- a. Out of town travel that is at least 45 miles away, one-way
b. Overnight travel
c. Professional Development that is at least 45 miles away, one-way
d. Professional Leave that is at least 45 miles away, one-way
e. Any meals with advance approval

ON-SITE TRAVEL: \$ 10.00/trip \$ 20.00/day

(For maximum of three (3) days unless previously approved by Superintendent)

All reimbursement requests must comply with Board policies and District procedures.

F. Corrections of Monetary Errors

When an error is made in the amount of money paid by the Board to any professional employee or group of professional employees, the following steps shall apply:

- 1. Overpayment shall be deducted at the rate and over the same period of time that overpayment occurred or until employment terminates, whichever occurs first. The professional employee shall be given two (2) weeks written notice with full explanation before the deduction is to begin.
2. Underpayment shall be made completely and on the next scheduled pay.

G. Tuition Reimbursement

The Board will pay 80% of an accredited institution within Ohio, or approved by the Superintendent of the cost of hours. Maximum costs incurred per fiscal year will not exceed .065 of the BA Base per employee with total program cost not to exceed \$45,000 per year. Employees who have reached their maximum may apply after April 1 if funds are available. These hours must apply toward the subject/career technical area taught by the teacher. Payment will be made within thirty (30) days after the submission of satisfactory proof of completion. Subject to the provisions of the paragraph below, the District shall reimburse 100% of the

tuition expenses for new staff members who need to get their initial career-technical teaching license.

Newly hired career tech teachers receiving their initial teacher's license under this provision and separate from District employment for any reason, other than non-renewal, before completion of three (3) continuous years of District teaching, must re-pay the District the entire amount of the benefit received. As a condition of participation in this benefit, the teacher will sign a contract agreeing to this repayment and permitting the District to deduct the amount owed from the teacher's paychecks.

The Superintendent will grant tuition reimbursement under the following guidelines:

1. The staff member requests in writing (Tuition Reimbursement Request Form) one (1) month before class begins, if possible, that the Superintendent grant tuition reimbursement.
2. The staff member submits evidence of satisfactory completion.
3. Classes are directly related to the continued improvement of instructional skills and methods of theories of learning. This plan will assist instructors in maintaining an awareness in their teaching area. Courses outside the areas of the staff member's subject area will not be approved unless they are considered a part of the course of study for that subject area. In no case will more than two (2) courses be approved out of the staff member's subject area in any one (1) calendar year.
4. After submission of cost/hour receipt and original grade slip (within 60 days after completion of course) to Superintendent's office, a purchase order will be issued to process payment of tuition.
5. CEU or Special Credit for Trade Related Professional Improvement
 - a. Staff members will request approval for reimbursement of expenses or pre-approved workshop, industry sponsored course, or a seminar that is directly related to the improvement of the vocational teaching skills within the staff member's subject area.
 - b. Expenses are to be reimbursed as per the professional leave schedule of this Article.
 - c. Activities of this provision for reimbursement are to be scheduled and approved on days other than the regular school calendar work days.

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two year terms with alternate selection. Administrative vacancies during a term shall be filled by the Superintendent or designee. Association vacancies during a term shall be filled by the CCVEA President, or his designee. Whenever an administrator's coursework plan is being discussed or voted upon, the LPDC shall cause a majority of the committee to consist of administrative members by reducing the number of teacher members voting on the plan.

Each teacher's professional growth plan will be written on a form provided by the LPDC. The Board shall provide the funds needed for the LPDC to function effectively. Teachers will be compensated for service on the LPDC at an hourly rate of .00075 times the BA base, paid bi-weekly upon the treasurer's receipt of the signed time card.

VII. JOINT LABOR MANAGEMENT COMMITTEE

- A. The Joint Labor Management Committee ("JLMC") shall be established consistent with FMCS standards, as an aid to communications and labor management relations between the Association and Administration. The membership of this committee shall be, but is not limited to, four members appointed by the Board and four members appointed by the Association.
- B. The JLMC shall meet every other month during the school day and may meet more frequently if mutually agreed upon.
- C. JLMC procedures shall consist of joint, informal discussion aimed at clarifying, addressing and resolving issues of concern of either party. The open discussions held by this committee shall not be construed as negotiations. The JLMC will have no authority to alter, amend, or modify existing language of the Master Agreement, and the JLMC will not negotiate matters pertaining to terms and conditions of employment.
- D. Representatives of the Association and the Board, with mutual consent, may meet with other employees or groups to facilitate district-wide communication.

VIII. MENTORING PROGRAM

A. Overview

A mentoring program is designed to help teachers who are either new to the profession or who are new to the District. A mentor will consult and assist teachers new to the system but shall not evaluate them. A teacher who volunteers and is selected to be a mentor shall be compensated and shall receive release time as stated below. This release time shall be separate from other release time covered in this contract. Additionally, a mentor may be required to attend training sessions.

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6. Work Experience
A letter of request will be sent to the Superintendent prior to the beginning of work experience. Information required for consideration of the request:

- a. Nature, place, and dates of experience
- b. Name of immediate work experience supervisor where applicable
- c. Number of credits to be earned
- d. Brief explanation of how experience will improve teaching skills and/or technical knowledge

7. The Superintendent will, upon receiving a written request from the staff member, ask that the immediate supervisor review and make a recommendation concerning approval of the class. The Superintendent will notify the teacher of his decision within ten (10) days.

VI. PROFESSIONAL DEVELOPMENT

- A. All Certificated and/or licensed staff will participate in a professional growth planning process. Certificated and/or licensed staff will participate in a minimum of twelve (12) hours of Professional Growth (PG) activities each year. This includes time spent in business and industry as well as advisory committee meetings. Documentation will be provided during exit interviews with the assigned supervisor. After school "in-service" meetings are to be attended on the basis of individual interest in the topic. Required meetings are to be identified by the superintendent or Labor Management Committee.

Required meetings shall be held during the contact day unless otherwise mutually agreed upon between the superintendent and Association.

- B. A Local Professional Development Committee (LPDC) shall function consistent with R.C. 3319.22. The functioning of the LPDC shall be governed by the LPDC Standards and Bylaws, which may be amended by a majority vote of LPDC members. LPDC policy, procedures, and governance shall not supersede the negotiated agreement and/or District policy. Proposals to the LPDC and approvals/denials by the LPDC shall not override the negotiated agreement and/or District policy. The LPDC has no authority to engage in collective bargaining.

The LPDC shall be composed of 3 secondary teachers appointed by the Association, and 2 administrator representatives appointed by the Superintendent. The Superintendent may also appoint a non-voting administrative support person to the LPDC. Appointments shall be approved for

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Any teacher wishing to serve as a mentor shall submit their written request to the director or designee. Mentor supplemental vacancies shall be posted. The association president or his/her designee and a district administrator will make their recommendation to the superintendent after interviewing applicants or review of applications.

Mentors shall communicate directly with the entry year teacher and shall not discuss/report the performance/progress of the entry year teacher to any administrator, assessor, or other person. No mentor teacher shall participate in any informal or formal evaluation of an entry year teacher, nor make, nor be requested or directed to make any recommendation regarding the continued employment or performance of an entry year teacher. All mentoring interaction, written (which includes technology such as e-mail) or oral, between the mentor teacher and the entry year teacher shall be regarded as confidential.

The program is designed to enhance the teacher's skills and keep the teacher in the district. Teacher participation not mandatory – no bargaining unit member shall be directed to participate in the program for the duration of the Contract. This program and filling of the mentor positions exist on a year-to-year basis.

B. Mentor Selection Criteria

To be considered, mentor teachers must:

- a. Be currently employed full-time by the Board as a teacher and with three (3) consecutive, successful years of teaching.
- b. Possess knowledge, skills, attitudes, and values deemed essential for becoming an effective mentor;
- c. Demonstrate the ability to work cooperatively and effectively with other professionals and staff members, and to communicate with parents;
- d. Exhibit professionalism and a positive attitude towards the school system and its philosophy, goals, and objectives.
- e. No mentor shall be assigned more than one (1) mentee per year.

C. Mentors

1. Mentor of one (1) entry year teacher (RESIDENT EDUCATOR)

- a. The mentor shall be compensated at the rate of 3% of the BA base per year and shall receive this compensation in equal installments with his/her regular paycheck, so long as the teacher is maintained in the mentoring appointment.

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- b. The mentor shall be given release time for necessary classroom observations. The mentor may request observation time as needed; he/she shall give at least three (3) days advance notice to the director or designee so that substitute arrangements can be made.
- c. The mentor shall also meet with the mentee for orientation.

2. Mentor of one (1) teacher who is new to the district

- a. The mentor shall be compensated at the rate of 2% of the BA base per year and shall receive this compensation in equal installments with his/her regular paycheck, so long as the teacher is maintained in the mentoring appointment.
- b. The mentor shall be given release time for necessary classroom observations. The mentor may request observation time as needed; he/she shall give at least three (3) days advance notice to the director or designee so that substitute arrangements can be made.

The mentor shall also meet with the mentee for orientation.

IX. VACANCIES

A. Vacancies Defined

The following are considered to be vacancies unless the Board decides not to fill the position.

- 1. Newly created positions in the certificated and/or licensed staff.
- 2. Promotional openings.
- 3. Positions arising as a result of deaths, resignations, terminations, retirements, non-renewals, transfers, and leaves of absence requested or approved for one (1) semester or more.

B. Posting of Vacancies

- 1. The administration agrees to announce vacancies and positions covered under the terms of this collective bargaining agreement by posting in Staff Rooms A, B & E when school is in session, in addition each vacancy will be emailed to bargaining unit members and shall be posted on the District website. Posting or notifications shall at least include, date of posting, position available, requirements for the position, deadline for application, effective starting date, and salary range.

C. Filling of Positions

- 1. Positions will not be filled for three (3) work days during the school year or seven (7) calendar days after mailing of notification during the summer.
- 2. Consideration shall be given to present certified and/or licensed employees who apply when vacancies occur. Consideration shall include the opportunity to interview for the position.
- 3. Present employees not granted a vacant position shall be given reasons within ten (10) days of the filling of the position, during a personal interview, if requested.

X. RIGHTS OF THE ASSOCIATION

- A. The Association and their OEA and NEA representatives shall have the right to use school buildings for meetings.
- B. Only authorized representatives of CCVEA, OEA, and NEA shall be permitted to transact official Association business on school property providing this shall not interfere with or interrupt normal instructional programs, in keeping with provisions of building policy and is cleared with the Superintendent.
- C. The Association shall have the right to use school facilities and any equipment including copy machines, calculating machines, and audio-visual equipment for classroom use of Association business. Additionally, the Association may have reasonable use of the District Email system for non-political association business, during non-instructional time.
- D. The Association shall use the staff room bulletin boards for official business.
- E. The Association may place Association communications in the mailboxes.
- F. The Association representatives shall be given time during the monthly meeting of the instructional staff to make routine Association announcements.
- G. The President or designee of CCVEA shall request and be provided by the Superintendent a true copy of each of the following public documents each year.
 - 1. June Report (July-June Fiscal Year)
 - 2. Temporary and Permanent Appropriations Resolution
 - 3. Each new amended Certificate of Estimated Resources
 - 4. January Budget (For following Fiscal Year)
 - 5. These are to be furnished without cost to the Association

- H. The Association President or designee shall be permitted to communicate with teachers during their preparation period. The conduct of such business shall not interfere with instruction.
- I. The CCVEA shall have the right to be placed on the agenda of any regular or special Board of Education meeting providing the Superintendent is notified two (2) working days prior to the meeting. If available, the President of the CCVEA shall be provided with at least one (1) copy of the public material provided to the Board at least two (2) days prior to any Board meeting.
- J. The Association shall be placed on the agenda for the initial orientation for new teachers, so long as the Association continues to be recognized as the sole and exclusive representative of the professional teaching staff, and any organization competing for such representation shall be excluded from new teacher orientation.
- K. Names and addresses of newly employed professional teacher staff shall be available to the Association within ten (10) days following Board approval of their contract.
- L. The President of the Association shall receive from the Board a directory listing the names and job assignments on record of all employees of the Board. This directory will be provided on or before October 1 of each year.
- M. The Association shall continue to be the sole and exclusive representative of the professional teacher staff under the provision of this agreement.
- N. President of the Association's Leave
Upon the approval of the Superintendent, the President of the Association or his/her designee shall have seven (7) days of professional leave per year to carry out official Association business, including area and state meetings.
- O. Drop/Addition of Program(s)
The CCVEA shall be invited to have representation at administrative level meetings pertaining to the addition or drop of a program. The CCVEA President shall be notified in writing of adding and/or dropping a program prior to Board action.

XI. BOARD RIGHTS CLAUSE

- A. The Association recognizes that the Board has the responsibility and authority to manage and direct on behalf of the public all the operations and activities of the school district to the full extent authorized by law and Ohio Revised Code.

The exercise of these powers, rights, authority, duties, and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary shall be limited by the specific and expressed terms of this agreement.

XII. EMPLOYEE EVALUATION

The Board of Education shall evaluate professional staff members in accordance with the provisions of Ohio Revised Code §3319.11 *et seq.* and board policy.

The board and the association agree that student growth measures will not be used for the purposes of retention decisions until the 2017-2018 school year.

XIII. REDUCTION IN FORCE

When necessary to reduce staff, the Board of Education shall follow the provisions of Ohio Revised Code §3319.17.

It is agreed by the Board and the Association that for the 2013-2014, 2014-2015, 2015-2016, and 2016-2017 school years all teachers, with the exception of those teachers receiving a score of 1 on the teacher performance portion of the employee's teacher evaluation, will be considered comparable.

XIV. PERSONNEL MATTERS

A. PERSONNEL FILE

Maintenance of Personnel Files

The only official personnel file shall be maintained in the Superintendent's Office for all members of the Employee Unit in accordance with the Ohio Revised Code's Public Records Law, Chapter 1347 and the contract. An employee shall be notified if a member of the public has requested review of the employee's personnel file within five (5) days of such a request.

Examination of Personnel File

An employee may examine his/her personnel file upon request and shall be entitled to a copy of any document therein upon remittance of cost of duplication. Other individuals who shall have access to a teacher's official personnel file shall be limited to the teacher, Superintendent, and others as provided below.

Personnel records may be available for public review except for matters which are exempted by law as set forth in ORC 149.43 (A) (1):

1. Confidential law enforcement investigatory record
2. Medical records
3. Trial preparation records
4. Any other records the release of which is prohibited by state or federal law

The parties recognize that a limited number of non-bargaining unit employees may be directly involved with the processing and filing of confidential records. Such processing and filing of confidential records shall not be considered a breach of this section.

Employee Review of Information to be Filed

The employee shall receive a copy of any item placed in his/her personnel file prior to said item's placement in the file. The original document to be placed in the file shall indicate clearly the date it was placed in the employee's personnel file.

Right to Respond to File Information

An employee shall be entitled to write a reply to any document contained in the personnel file and to have the reply placed in the file. The employee may also submit letters of merit or other such items to be included in the file.

Anonymous Letters

Anonymous letters or materials shall not be placed in a teacher's file, nor shall they be made a matter of record.

Removal of Materials in File

Information in the personnel file may be removed upon mutual agreement of the professional staff member and the administrator making the entry and the Superintendent. Removal will occur consistent with the District's Public Records Retention and Disposal schedule.

Should additional information become available regarding a discipline situation, the employee may request a review of the incident to assure accuracy of the event. Employees may request removal of material after one (1) year. Failure to resolve the issue of removal of material from the file may be grieved. After one (1) year, provided that the employee has not been guilty of the same infraction within that time period, matters relating to discipline involving physical force against students, sexual harassment or creation of a hostile environment toward

2. Upon notice of intent to non-renew, the employee may have the option to submit a resignation prior to Board action. The employee shall be aware prior to submitting such resignation that such resignation may waive his/her right to unemployment benefits.
3. The Board shall inform the employee of intent to non-renew by June 1. The Board must act on any non renewal, denial of continuing contract, or extended limited contract action no later than June 1.
4. Failure to accord due process in the year a teacher is up for non-renewal or continuing contract consideration shall automatically require re-employment of the employee under a continuing contract if eligible, or an appropriate limited contract if the employee is not eligible for a continuing contract.

D. NON-DISCRIMINATION

The Board and the Association agree that neither party shall discriminate against each other or against any member of the Employee Unit on the basis of race, color, sex, religion, age, handicap, or marital status.

XV. PARENT CONFERENCES AND OBSERVATION

- A. Cooperation and communication between parents and teachers is an important facet of teaching and shall be encouraged. An effort will be made by the administration to assist teachers in establishing parental conferences immediately before and after school or during preparation periods.
- B. Parents' conferences and/or observation times will be arranged in cooperation with the teacher.
- C. If requested by a member, an administrator will be present at a parent conference.

XVI. COMPLAINTS BY PARENTS

- A. The Association and the Board recognizes that situations may arise in the operation of the system which are of concern to parents or the public. Such concerns are best dealt with through communication with appropriate staff members and administrators of the system.
- B. It is the obligation of the employees of the system to entertain the concerns, questions, and complaints of parents or the public. It is the obligation of the Administration to refer such concerns to the appropriate level. Concerns

students, and financial/records mismanagement will still be maintained by the district in a separate public district file.

B. EMPLOYEE DISCIPLINE

Discipline of an employee shall be conducted in private. Discipline of a bargaining unit member shall only be administered with just cause. The Board of Education may terminate an employee upon the recommendation of the Superintendent. No disciplinary action shall be taken in the presence of students, other employees, except administrative personnel, or in public, unless such action is necessary in order to avoid an emotional or physically threatening situation, or if otherwise required by law. The member to be disciplined shall have the right to representation. A member may refuse his/her right to representation by stating so in writing prior to final disposition of the matter.

Discipline shall be progressive, consisting of the following steps:

- | | |
|----------------------------------|-------------------|
| Verbal reprimand - | by supervisor |
| Written reprimand - | by supervisor |
| Suspension with or without pay - | by Superintendent |
| Termination - | by Board action |

The District will determine the appropriate step based on the nature, magnitude, and/or consequences of the employee's conduct, and any past discipline received by the employee.

Employees have the right to due process throughout the disciplinary process, which includes the opportunity for a meeting with the issuing administrator/Board prior to the issuance of the discipline. At the meeting, the employee will be advised of the level of contemplated discipline, and the reasons for the contemplated discipline. The employee and representative shall be accorded an opportunity to comment and respond.

This subsection B supercedes R.C. 3319.16 and 3319.161.

C. NONRENEWAL

1. An employee who has completed at least two (2) consecutive years of employment in the school district shall be entitled to a meeting with the Director at least five (5) school days prior to any recommendation by the Superintendent of nonrenewal, denial of continuing contract, or an extended limited contract. The purpose of the meeting will be to informally discuss the reasons for recommendation. An Association Representative shall be present at such meeting, if requested by the teacher.

received by Board members should be directed to the appropriate level through the Superintendent's office.

- C. Matters concerning individual students should be addressed to the teacher by appointment between the teacher and the parent. The student may be included at this point. It is the responsibility of the supervisor to discuss all concerns directed to him/her with the teacher involved.

XVII. WORKER'S COMPENSATION

- A. In the event of a service-connected occupational illness or injury, as determined by the Industrial Commission, professional staff members will not be required to exhaust sick leave before receiving compensation from the Industrial Commission. Professional staff members may utilize sick leave to receive the difference in pay between Worker's Compensation benefits received and regular compensation. If a professional staff member elects to do so, there will be a charge against the sick leave credits of the affected professional staff member only to the extent necessary on a pro-rata basis. Professional staff members who desire to do so must present evidence of the amount received from the Bureau of Worker's Compensation to the Treasurer of the Board, and thereafter, the Treasurer of the Board will issue a check for the difference and make the appropriate charge against the sick leave credits of the affected professional staff member.
- B. Any professional staff member absent from work because of any service connected occupational illness or injury, as determined by the Industrial Commission, shall be entitled to reinstatement at the appropriate rate of pay upon approval of the application to return to work. Such application shall include medical certification of ability to assume full-time teaching responsibilities. Such application must be made within one (1) school year following the date of the last receipt of compensation benefits from the State of Ohio to permit return in accordance with this Section.

XVIII. OCCUPATIONAL SAFETY AND HEALTH

- A. Before exercising his or her right under R.C. 4167.05, an employee must contact his or her immediate supervisor, principal, or Superintendent and review all the existing facts. The employee must be temporarily reassigned without regard to other provisions of this Agreement. Before providing the notice pursuant to Section (B) of R. C. 4167.05, the employee must exhaust the process set forth in paragraph 3 (a-c) below.
- B. An employee who wishes to assert a claim as defined in R.C. 4167.13 shall use the grievance procedure of this labor contract to assert such a claim. The

grievance procedures shall be the exclusive means of an appeal to the State Personnel Board of Review, lawsuit, or other means of challenge.

C. The parties desire to deal with safety and health complaints, and to attempt to correct any health or safety violations, internally. Accordingly, neither the Association nor an employee may file a complaint alleging a health or safety violation with the Ohio Department of Industrial Relations pursuant to R. C. 4167.10 until the following process has been completely exhausted:

1. An employee or Association representative shall first bring an alleged health or safety violation to the attention of the affected employee(s), except in an emergency situation, immediate supervisor or principal, within two (2) work days of the occurrence of the alleged violation.
2. If the immediate supervisor or principal does not resolve the alleged violation to the employee's satisfaction, the employee or Association must file a formal complaint with the Superintendent within two (2) work days after his conference with the immediate supervisor or principal. The Superintendent will prescribe a form for the written complaint, which will include space for the standard alleged to be violated, the specific facts on which the allegation is based, and precise remedy sought.
3. The Superintendent or his designee shall meet with the employee of Association representative in an attempt to resolve the alleged violation. Within ten (10) work days after the conference, the Superintendent shall provide his written response to the alleged violation.

XIX. ASSOCIATION DUES - PAYROLL DEDUCTIONS

The following payroll deduction will be provided at no cost to the member:

Teachers may, by October 1, sign and deliver to the Board an authorization form requesting membership dues and assessments of the recognized Association and its affiliates. Such authorization shall continue in effect until such time that said teacher gives written notice to the Treasurer of the Board to discontinue such deductions, or employment with the Board terminates. Professional dues will be deducted in fifteen (15) equal amounts beginning with the first pay in October.

All money so deducted shall be remitted to the Treasurer of the Association accompanied by a list of employees for whom deductions were made and the amount for each said employee. If a teacher gives a written notice to the Treasurer of the Board to discontinue such deductions, the Treasurer shall provide the Treasurer of the Association, within two (2) weeks of such action, the names of said teachers making such request.

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3. Exchange of Information

- a. The Board will make available to the Association upon written request public records, public data, and public information including public financial data of the School District.
- b. The Association will provide such information as the Board requests in writing concerning the Association membership.

4. Negotiating Team

- a. The Board of Education and the Association shall be represented at all negotiations by a team of negotiators not to exceed four (4) members each. All negotiations shall be conducted exclusively between said teams, except as provided in 5-b below.
- b. Each team is privileged to call upon consultants or resource people. No more than two (2) consultants may be admitted at one (1) time to negotiating meetings. Consultants may be permitted to address the negotiations when requested by the chairperson of their respective team.
- c. The Parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

5. Meetings

- a. Negotiating meetings shall be conducted outside the regular school day unless otherwise mutually agreed upon.
- b. Negotiating meetings shall be in executive session unless otherwise agreed upon by both Parties.
- c. Either team may be granted time for independent caucus at any time.
- d. Meeting may be adjourned or recessed at the request of either team.
- e. Each meeting shall include a decision of time and place for the next subsequent meeting until all negotiations are completed.

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XX. PROCEDURAL AGREEMENT

Recognition

The Springfield-Clark Career Technology Center Board of Education (hereinafter referred to as the Board) recognizes the Clark County Vocational Education Association, affiliated with the Ohio Education Association and the National Education Association (hereinafter referred to as the Association) as the sole and exclusive representative of its full-time and regular part-time certificated and/or licensed personnel employed or who will be employed by the Board under contract including but not limited to teachers, nurses, librarians, and counselors (all of whom shall be collectively referred to herein as "employees"), excluding the Superintendent and all other administrative or supervisory personnel.

For persons who are recognized as being members of the Association from other employment, these exclusions only apply during actual contracted times with adult education.

B. Negotiations Procedure

1. Initiating Meetings

Either the president of the employee organization representing teachers or the Superintendent may make written request to the other for the start of negotiations. Agreement by the parties on the exact date shall be made within ten (10) days of the receipt of the request.

The first negotiating meeting shall be held no earlier than eighty (80) days prior and no later than sixty (60) days prior to the expiration of this Agreement, unless mutually satisfactory later date is agreed upon.

2. Submission of Issues

- a. Each Party shall present to the other at the first session or a week earlier, if possible, its list of matters or concerns upon which it desires to negotiate. No further items may be added to that year's list of negotiating items without the consent of both Parties.
- b. During negotiations, the Board and the Association shall prepare written proposals and counter-proposals for consideration at scheduled meetings. Additional rules for conducting negotiations which are deemed necessary and are not covered in this document shall be discussed and agreed upon at this first (negotiation) session.

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6. Reporting

While it is expected that the negotiating teams will keep their constituents informed of progress, every effort shall be made to prevent the release of information from interfering with the negotiating process. No information will be released to the public about matters under negotiation without the approval of both Parties prior to achieving agreement or severing negotiations.

7. Agreement

- a. **Tentative Agreement**
As negotiation items receive tentative agreement, they shall be reduced to writing and initialed by the chief spokesperson of each Party. When all items have been tentatively agreed to, they shall comprise a tentative settlement.
- b. **Ratification**
When a settlement is reached, it shall then be reduced to writing and submitted for ratification to the Association within the next ten (10) working days and then to the Board at the next regularly scheduled Board meeting by their respective Parties.

When approved by the Association and the Board, it shall constitute the Collective Bargaining Contract between the Parties.

- c. **Bargaining Rights**
The Board agrees not to negotiate with any individual, group, or organization purporting to represent the certified and/or licensed teachers, other than the Association, except as provided for in this Agreement.

8. Waiver of Negotiations

Except in the case of impact bargaining (below), the Association and the Board waive their rights to initiate bargaining or to submit any additional items for negotiations during the term of the Agreement unless agreed to by mutual agreement or if cited elsewhere in this agreement.

Both parties acknowledge that during the negotiations leading to the execution of this Agreement, they had the opportunity to submit items appropriate to collective bargaining and that this agreement contains the resolution of those items.

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9. Impact Bargaining

If during the life of the Contract, bargaining is necessary due to impact, the parties shall meet and bargain within ten (10) working days of the Board of Education's receipt of the Notice to Negotiate.

10. Disagreement

- a. Mediation
In the event an agreement is not reached within sixty (60) days of the initial bargaining session or upon declaration of either party, an impasse may be declared. A joint written request may be made to the Federal Mediation and Conciliation Service (FMCS) to assist the parties in reaching an agreement. Mediation shall begin as soon as the mediator can be available to the parties.
- b. After three (3) sessions with the Mediator, or if the Mediator refuses to meet with the Parties, the Parties shall each be able to assert their rights established by the Revised Code.

11. Contract Extension

The Collective Bargaining Agreement currently in effect may be extended by mutual agreement.

12. Definitions

- a. Negotiations
Negotiations means conferring, discussing, exchanging written proposals, and negotiating in good faith through the designated teams in an effort to reach agreement with respect to salaries, hours and other working conditions of employment and the continuation, modification, or deletion of existing provisions of the Collective Bargaining Agreement.
- b. Good Faith
Both Parties are pledged to conduct negotiations in good faith, which means that there be sincere effort on the part of all negotiators to strive for agreement without interruption of the education of youth.
- c. Day
For the purpose of this Procedural Agreement "day" is defined as a calendar day.

XXI. CORRECTIVE ACTION FOR WORK PLACE RELATED DRUG OFFENSES

All employees shall have access to a copy of the Board adopted policy regarding a drug-free work place.

Any employee convicted of a violation of a criminal drug statute based upon the employee's possession or use of a controlled substance, in the work place, shall be referred to a drug rehabilitation or intervention program, and may be subject to discipline pursuant to Article XIV.

XXII. SATELLITE TEACHERS

Satellite Teacher

A Satellite Teacher is defined as a Springfield-Clark CTC teacher who may be specifically identified or who replaces a teacher who is specifically identified in an agreement between another school district and Springfield-Clark CTC, or who may be hired and/or assigned to a satellite district.

Obligations, Rights and Benefits

Satellite teachers shall have all of the obligations, rights and benefits of any regular teaching employee of the Springfield-Clark CTC. If appropriate, all satellite teachers new to the District shall be placed on Springfield-Clark CTC Salary Schedule so as to most nearly approximate their placement on their prior school district's salary schedule. All such teachers shall be given a one-year limited contract, and they shall become eligible for limited or continuing contracts according to CCVEA Master Agreement and district policy. Satellite teachers will work the yearly schedule of the satellite school district and the daily schedule of the satellite school district to which the satellite teacher is assigned, or as may be directed by the Superintendent.

Transfer

No teacher will be removed from a satellite position unless (a) the teacher consents; or (b) the Superintendent determines that there are compelling educational or organizational reasons for the transfer or removal. No teacher will be involuntarily transferred to a satellite position.

Strikes at Satellite Schools

If there is a strike by teachers or other employees at a school district where a satellite teacher is located, the SCCTC teacher is expected to and shall follow his or her regular schedule and shall perform only his or her regular duties. No additional duties shall be assigned to the SCCTC teacher by the administration of the school district where employees are on strike.

Master Agreement

The provisions of the Master Agreement between the Springfield-Clark CTC Board of Education and the Clark County Vocational Education Association shall apply to Satellite teachers unless addressed differently in this Article.

If the Satellite position plus additional duties assigned at another location are in excess of the seven consecutive hour workday, the satellite teacher shall be reimbursed at the teacher's proportionate per diem rate.

Insurance

Any teacher employed by another school district who is offered and accepts a position with the SCCTC Board pursuant to a satellite agreement shall have no break in any insurance coverages that are available under the SCCTC Board's Master Agreement with the Association on the same terms provided to other SCCTC teachers, subject to the following statement:

If any dispute with any insurance provided arises which would delay the implementation of insurance benefits for any teacher or his/her dependents, the SCCTC Board shall arrange coverage through the school district until coverage can be implemented at the SCCTC with the Satellite teacher contributing to the monthly cost in the amount said teacher would contribute for the SCCTC insurance under the Association and the Board Master Agreement.

Mileage

The SCCTC Board shall pay mileage in accordance with this Agreement to all satellite teachers when they are required to travel to meetings/sessions scheduled at the SCCTC facility, or to other locations that may be required as part of their duties.

THE FOLLOWING MEMORANDUM SHALL BE IN EFFECT FOR THE DURATION OF THE COLLECTIVE BARGAINING AGREEMENT.

Memorandum of Agreement Regarding Online Curriculum

The District and the CCVEA agree that online academic instruction of students can be a viable method of instruction. If the District offers online instruction/virtual learning, the teacher of record will be a District Academic Instructor. The teacher of record will assist and/or teach students in the course, monitor progress, provide intervention and tutoring, and provide parents and associate schools with regular updates regarding student progress. To assure that courses are timely completed, Teacher of record duties may require work when school is not in session.

Students will use online instruction for makeup of deficient credit. Online instruction will not become a substitute for regular classroom instruction.

The District will attempt to ensure that the workload of teachers involved with online instruction is comparable to that of a regular classroom teacher.

A teacher accepting a teacher of record designation shall receive a \$4,500 yearly stipend for the 12-month term. The District will attempt to select a teacher from each academic discipline area of need as a teacher of record.

Marcia Flax, CCVEA President

Randall Richardson, Superintendent 11/29/07

STAFF MEMBER _____ DATE _____

CEU TRAINING REQUESTED / NUMBER OF CEU'S _____

DATES OF TRAINING / LOCATION OF TRAINING _____

CEU'S OFFERED _____

RATIONALE _____

Staff Member Signature

Superintendent Signature

Approved Disapproved

CEU's completed

Total CEU's accumulated to date toward salary credit

Date Completed _____

Date of Form _____

ATTACH COMPLETION FORM

APPENDIX C-1

APPENDIX C-2

Received by: _____
Date: _____

CLARK COUNTY VOCATIONAL EDUCATION ASSOCIATION

LEVEL TWO GRIEVANCE PROCEDURE

Aggrieved Person _____ Date of Formal Presentation _____

Home Address _____ Phone _____

School _____ Director _____

Subject Area of Grade Level _____

STATEMENT OF GRIEVANCE: (Must be filed with Director* within five (5) days following informal discussion of the alleged violation.)

1. Specify section of Agreement violated.

2. How violated:

RELIEF SOUGHT:

(Signature of Grievant)

Name(s) of Association Representatives Present: _____

*Director will provide copy to Superintendent.

Received by: _____
Date: _____

CLARK COUNTY VOCATIONAL EDUCATION ASSOCIATION

LEVEL TWO GRIEVANCE PROCEDURE
RESPONSE OF DIRECTOR OR SUPERVISOR
(To be submitted to Grievant and CCVEA within 5 days)

Aggrieved Person _____ Date of Formal Presentation _____

Home Address _____ Phone _____

School _____ Director Supervisor _____

DECISION OF DIRECTOR (OR OTHER ADMINISTRATOR) AND REASONS THEREFORE:

Date of Decision _____
(Signature of Director or Supervisor)

AGGRIEVED PERSON'S RESPONSE: (To be completed by Grievant within 5 days of receipt of decision.)

Date received by Grievant: _____ Signature _____

____ I accept the above decision of the Director or Supervisor.

____ I hereby refer the above decision to the Superintendent (or designee) for review and request that the grievance be moved to Level Three.

Date of Response _____
(Signature of Grievant)

Copies to: Director or Supervisor and CCVEA*

Received: _____

*CCVEA will provide copy to Grievant(s).

Received by: _____
Date: _____

CLARK COUNTY VOCATIONAL EDUCATION ASSOCIATION
LEVEL THREE GRIEVANCE PROCEDURE
COMPLAINT BY THE AGGRIEVED

Aggrieved Person: _____

Date of Formal Presentation _____

School: _____ Director _____

STATEMENT OF GRIEVANCE: (Must be filed with Superintendent within 20 days of the event (or the time Grievant received knowledge of the event) of the alleged violation.)

1. Specify section of Agreement violated:

2. How violated:

RELIEF SOUGHT:

(Signature of Grievant)

ECONOMIC SETTLEMENT

1. HEALTH INSURANCE

THE BOARD AND ASSOCIATION AGREE TO THE OPTION 2 RENEWAL PRESENTED BY EPC WHICH PROVIDES A 7% REDUCTION IN TOTAL PREMIUM BOTH FOR THE BOARD AND THE ASSOCIATION MEMBER.

2. WAGES

2013-2014 = 1% BASE INCREASE

2014-2015 = 1% BASE INCREASE

2015-2016 = 1% BASE INCREASE

THERE WILL BE A \$1,500 PAYMENT MADE TO EACH EMPLOYEE IN A SEPARATE CHECK, THE FIRST PAYROLL IN DECEMBER, FOR 2013, 2014, AND 2015. FOR THE 2013, 2014, 2015 CONTRACT YEARS THERE WILL BE AN ADDITIONAL \$100 ADDED TO AN EMPLOYEE'S 125 CAFETERIA PLAN.



The Path to Success

Received by: _____
Date: _____

CLARK COUNTY VOCATIONAL EDUCATION ASSOCIATION
LEVEL THREE GRIEVANCE PROCEDURE
DECISION OF SUPERINTENDENT OR DESIGNEE

Aggrieved Person _____ Date of Formal Presentation _____

Date Appeal Received by Superintendent _____ Date Grievance Hearing was Held _____
(Within ten (10) days of receipt)

DECISION OF SUPERINTENDENT AND REASONS THEREFORE:
(To be submitted within five (5) days following hearing)

Date of Decision _____
(Signature) _____

AGGRIEVED PERSON'S RESPONSE: (To be completed by Grievant within 5 days of receipt of the above decision.)

- ____ I accept the above decision of the Superintendent.
- ____ I do not accept the above decision and hereby request the CCVEA to submit this grievance to arbitration.

Date of Response _____
(Signature of Grievant) _____

____ CCVEA does not accept the decision and hereby submits the issue(s) to arbitration.

Date of Response _____
(Signature of Grievant) _____