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AGREEMENT BY AND BETWEEN
THE HANCOCK COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES
AND
THE OHIO FEDERATION OF TEACHERS
2014-2017

TABLE OF CONTENTS

Article	Page
1 Recognition	3
2 Negotiations Procedure for Successor Agreements.....	4
3 Management Rights	4
4 Union Privileges.....	5
5 No Strike/No Lockout.....	9
6 Grievance Procedure.....	9
7 Discipline	12
8 Personnel Files.....	14
9 Working Conditions	15
10 Pledge Against Discrimination.....	18
11 Probationary Period.....	18
12 Evaluations.....	19
13 Layoff and Recall.....	21
14 Leaves.....	24
15 Severance Retirement Pay.....	27
16 Reimbursement	28
17 Insurance.....	32
18 Salary	33
19 Severability	33
20 Scope of the Agreement.....	34
21 Duration.....	34
Appendix A (Teachers' Salary Schedule).....	35
Appendix B (Instructional Assistants' Salary Schedule	36
Appendix C (Salary Schedule Information)	37
Appendix D (ORC/OAC).....	38
Appendix E (Health Insurance/Spousal Waiver)	
Appendix F (Rescheduled Time).....	

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AND
THE OHIO FEDERATION OF TEACHERS

ARTICLE 1
RECOGNITION

Section 1. The parties to this Agreement are the Hancock County Board of Developmental Disabilities (“Employer”), and the American Federation of Teachers/Ohio Federation of Teachers, (“Union”).

Section 2. Definition of Terms

- A. The term “Employer,” except as otherwise provided in this Agreement, shall refer to the Hancock County Board of DD and the Superintendent.
- B. The terms “B.V.T.I.A.A.” or “Union” when used herein shall refer to the Blanchard Valley Teachers and Instructional Assistants Association, affiliated with the Ohio Federation of Teachers and the American Federation of Teachers.
- C. The term “Employee” when used herein shall include all full time licensed teachers and all full time instructor assistants in the bargaining unit as defined in Section 3 of this Article.

Section 3. Pursuant to a representation election conducted by the State Employment Relations Board, the Employer recognizes the Blanchard Valley Teachers and Instructional Assistants Association, AFT/OFT, as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to wages, hours, terms and conditions of employment for all persons holding the following positions at the Blanchard Valley School:

- Full time licensed classroom teacher also known as Instructor
- Full time licensed physical development specialist also known as Adapted Physical Education Instructor
- Full time instructional classroom assistant also known as Paraprofessional or Instructor Assistant

Section 4. Excluded from the bargaining unit is administrative, management level, supervisory, confidential, casual, seasonal, substitute, and all other employees of the Employer and independent contractors not included in Section 3 of this Article.

Section 5. The Employer reserves the right to create and fill new positions without bargaining with the Union. The Employer agrees to notify the Union when a new

position has been created and to indicate whether the position is included or excluded from the bargaining unit. Should the Union disagree with the Employer's designation, the Union shall notify the Employer and the parties will attempt to resolve the dispute. If the dispute is not resolved, the dispute shall not be settled by the grievance-arbitration procedures of this Agreement; instead, the Union shall file a unit clarification petition with SERB.

ARTICLE 2 NEGOTIATIONS PROCEDURE FOR SUCCESSOR AGREEMENTS

Section 1. The parties agree to establish ground rules at the first session of any negotiations required under this agreement.

ARTICLE 3 MANAGEMENT RIGHTS

Section 1. Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions of management are retained and vested exclusively in the Employer, including but not limited to the rights, in accordance with its sole and exclusive judgment and discretion:

- A. to determine the number of employees to be employed and the adequacy of the work force;
- B. to hire employees, determine their qualifications, establish job descriptions following staff input, assign, direct, schedule and supervise their work, establish work load and assignments, set performance standards, and evaluate their performance;
- C. to promote, demote, transfer, lay off, recall to work, and retain employees;
- D. to reprimand, warn, suspend, discharge, or otherwise discipline employees for cause;
- E. to set the standards of productivity and the services to be rendered;
- F. to maintain and/or improve the efficiency and effectiveness of governmental operations;
- G. to determine the personnel, process, means, standards and facilities by which operations are conducted;
- H. to set the starting and quitting time, the number of hours to be worked, instructional hours, and the work year, including the start and end of the school year and the scheduling of program closing and school closing days and make-up days;
- I. to use independent contractors to perform work or services, to subcontract or contract out work;
- J. to expand, reduce, alter, combine, transfer, assign, or cease any job, position, department, operation or service;

- K. to control and regulate the use of machinery, facilities, and other property of the Employer;
- L. to introduce new or improved methods, materials, machinery, and equipment;
- M. to determine the number, location and operation of departments, divisions, and all other units of the Employer;
- N. to issue, amend and revise policies, rules, regulations, and procedures;
- O. to take whatever action is necessary or advisable to determine, manage and carry out the mission of the Employer;
- P. to determine matters of inherent managerial policy including functions and programs of the public employer, standards of services, overall budget, mission of the Employer, and organizational structure;
- Q. and to exercise all additional rights, functions, and obligations not expressly limited by this agreement.

Section 2. All policies and procedures of the Employer, not otherwise modified by this agreement, shall remain in full force and effect except as modified by the Employer.

Section 3. The Employer reserves the right to implement necessary work rules that do not conflict with the collective bargaining agreement. The Union reserves the right to grieve the reasonableness of said work rules.

ARTICLE 4 UNION PRIVILEGES

Section 1. The Union shall have the sole and exclusive rights to the privileges enumerated in this Article.

Section 2. The Union shall submit in writing, the name of one (1) employee who will act as a union representative and one (1) alternate representative to perform the duties of a regular representative who is absent. These designated representatives will represent employees for the purpose of enforcing the terms of this Agreement.

Section 3. The Employer shall provide one bulletin board in the teachers' lounge for the exclusive use of the union and employees for the purpose of posting notices.

Section 4. All notices which appear on a bulletin board for Union posting shall be dated. All such notices shall be posted by a Union officer. Union notices related to the following matters may be posted:

- A. Union recreation and social affairs
- B. Notice of Union meetings and elections
- C. Union appointments
- D. Results of Union elections
- E. Reports of committees of the Union

F. Publications, rulings, or policies of the Union.

If the Superintendent determines that any posted material is inappropriate then said material should be immediately removed from the bulletin board. The question of whether material is inappropriate is grievable.

Section 5. Labor Management Committee

A. Purpose

A Labor Management Committee will be established. School operations, policies, procedures, programs, forecasts, plans, and other common concerns may be discussed and recommendations presented. Decisions by the L.M.C on non-contractual issues will be in effect no less than five (5) working days, and decisions by the L.M.C. on contractual issues need to be ratified by the Union Executive Committee and the Employer in order to be added to the Agreement.

B. Members

The committee will consist of the Union President, a classroom teacher, and a classroom assistant chosen by the Union and the Principal and two (2) other non-bargaining unit members chosen by the Principal. Resource person(s) designated by either the Principal or the Union President may participate at a meeting if requested.

C. Meetings

The L.M.C. will meet on an as needed basis by request of the Union President or Principal.

The L.M.C. will meet on a monthly basis to address concerns regarding the substitute issue until the parties agree that further meetings on this topic are unnecessary.

D. Agenda

The Union President and Principal will meet to mutually establish the agenda and provide each member with a copy no less than five (5) working days prior to the scheduled meeting. Neither party may veto another's agenda item.

E. Note taking

The parties will rotate the responsibility for taking notes and distributing said notes.

Section 6. The union shall have the right to use school facilities according to school procedure, as long as it does not interfere with previously scheduled events and occurs prior to 8:00 A.M. and after 3:30 P.M.

Section 7. Union Leave

The Superintendent shall authorize up to a combined total of ten (10) days with pay per year to members elected to represent union or chosen to serve on programs in any other capacity, at union meetings, conferences, or conventions. If substitutes are necessary, the Board and the Union will split the cost of any substitutes. The Union is responsible for expenses for said meetings. The time spent in such meetings, conferences, or conventions shall not be considered hours worked for the purpose of overtime for instructor assistants.

Section 8. Deductions

The Board shall provide the following payroll deductions to employees in accordance with the County Auditor's procedures and applicable state and federal laws:

- A. Employees' credit union
- B. Tax sheltered annuities
- C. OFT/AFT dues deductions
- D. Insurance premiums
- E. United Way
- F. Court ordered deductions

The Employer assumes no obligations, financial or otherwise, arising out of OFT/AFT dues deductions, except to remit such dues as employees authorize to the Union. The Union agrees that it will indemnify and hold the Employer harmless from any claims, actions, suits or proceedings by any employee arising from such deductions made by the Employer, including reasonable attorney fees and costs. Once funds are remitted to the Union, the disposition of the funds shall be the exclusive obligation and responsibility of the Union.

Section 9. Fair Share Fee

Members of the Union shall pay to the Union, through deductions from each paycheck, a fair share fee for the cost of collective bargaining services. The obligation of non-members to pay such fair share fee commences with the first paycheck due in September, or with the first paycheck due sixty (60) days after initial employment in the bargaining unit, whichever occurs later. The written consent of non-union members shall not be required as a condition for payroll deduction of the fee.

- A. Procedures shall be adopted and distributed annually by the Union to all non-members allowing them to (1) annually object to payment of a fair share fee equal to union dues and thereafter receive a rebate and fee

reduction, representing that portion of union dues deemed to be “non-chargeable” under state or federal law; and (2) challenge the manner in which the fee is calculated and obtain a hearing before an impartial arbitrator with respect to such challenge. Upon request, the Union shall provide the Board with copies of the procedure adopted by the union to comply with this paragraph. In the absence of an objection, an amount equal to full Union dues shall be deducted from each non-member’s paycheck. The Union will timely inform [Employer] within ten (10) days of receipt of a timely objection.

- B. Fair share fee payments by non-union members shall be deducted by the Board from their paychecks and remitted to the Union in the same manner that the dues of union members are deducted.
- C. The Union shall submit to the Board at least fourteen (14) days prior to the first paycheck of each school year the annual notice sent to non-members describing the amount of the fair share fee for the upcoming school year and the rights of non-members to object to or challenge the fair share fee.
- D. The Board shall provide the Union a list of new teachers, teachers returning from leaves of absence, teachers granted leaves of absence, and separations on a weekly or otherwise timely basis.
- E. In the event the Board is held to be responsible for the repayment of moneys paid to the Union pursuant to this Fair Share Fee Agreement, the Union, to the extent of those funds actually received by it, shall reimburse same to the Board and/or the designated bargaining unit employees involved.
- F. If any provision of this Section is declared by a court to be invalid under federal or state law, said provision shall be modified by agreement of the parties to comply with the requirements of said federal or state law, and only those portions of this Section that are held to be invalid shall no longer be binding upon the parties, and the balance of this Section shall remain in effect.
- G. Pursuant to O.R.C. § 4117.09(C) and the Katter decision, any member objecting to the payment of Union fair share fees based upon religious grounds may make equivalent payments to a charity mutually agreed upon by the challenger and the local union, which amount shall be deducted from such non-member’s paycheck by the Board.

ARTICLE 5
NO STRIKE/NO LOCKOUT

In consideration of the Employer's commitment as set forth in Section 3 of this Article,

Section 1. The Union agrees that neither it, its officers, agents, representatives, stewards, committeemen, members, or bargaining unit employees shall authorize, instigate, aid, condone or engage in any strike, sympathy strike, work stoppage, work slowdown, or abstinence in whole or in part from the full faithful and proper performance of the duties of employment by its members, bargaining unit employees, or other personnel employed by the Employer.

Section 2. In accordance with Ohio Revised Code Chapter 4117, the Employer may take action against bargaining unit employees and/or the union, its officers, agents, representatives, or members who violate this Article.

Section 3. In consideration of the Union's commitment as set forth in Section 1 of this Article, the Employer shall not lock out bargaining unit employees.

ARTICLE 6
GRIEVANCE PROCEDURE

Section 1. Definition

- A. Should differences arise between the Employer and the Union or an employee as to the meaning or application of an expressly stated specific provision of this Agreement, such differences shall be settled by filing a grievance; except that any employee who has been discharged shall have the right to waive the first two (2) steps of the procedures set forth in this Article and may proceed directly to Step 3.
- B. A grievant shall mean either an individual employee, a group of employees having the same grievance, or the B.V.T.I.A.A.
- C. The time limits provided in this Article may be extended only upon the written consent, obtained in advance of the time limit, of both parties to this Agreement. A grievant may withdraw a grievance at any time by submitting a written statement withdrawing the grievance or by permitting the time requirements at any step to lapse without advancing the grievance. Any grievance not answered by the Employer's representative within the stipulated time limits may be advanced by the grievant to the next step in the grievance procedure. There shall be no procedural default for any time limit missed by the Employer. For the purpose of this Article, "days" means working school days Monday through Friday.

Section 2. All written grievances must contain the following information:

- A. aggrieved employee(s) name and signature;
- B. date grievance was first discussed;
- C. name of Principal with whom grievance was discussed and the Principal's response date;
- D. date grievance was filed in writing;
- E. date, place and time of incident(s) giving rise to grievance;
- F. brief description of incident(s) giving rise to the grievance;
- G. articles and sections of the Agreement allegedly violated; and,
- H. desired remedy to resolve the grievance.

Section 3. Procedure

Step 1. The grievant shall present the grievance verbally to the Principal within 10 days of the occurrence of the grievance or when the grievant reasonably should have known of the occurrence of the grievance. The Principal shall respond within 10 days.

Step 2. If the grievance has not been resolved at Step 1, the grievance shall be reduced to writing in accordance with Section 2 of this Article, on a grievance form agreed upon by the parties to this Agreement. The grievance shall be presented to the Principal within five (5) days of the Principal's Step 1 response. The Principal shall respond in writing within five (5) days.

Step 3. If the grievance has not been resolved at Step 2, the grievance may be presented in writing to the Superintendent or designee within 10 days after receipt of the Principal's response. The Superintendent or designee shall respond in writing within ten (10) days after receipt.

Step 4. If the Superintendent appoints a designee, said designee shall not be changed throughout the grievance procedure. The Superintendent reserves the right to withdraw the designee at any time.

Step 5. ARBITRATION. If the grievance is not satisfactorily resolved at Step 3, it may be submitted to Arbitration upon written request of the Union within ten (10) days in accordance with this Section of this Article.

The Union, based upon the facts presented, has the right to decide whether to seek arbitration of the grievance. Within ten (10) days from the date of the Superintendent's or designee's response in Step 3, the Union shall notify the Superintendent or designee of its

intent to seek arbitration over an unadjusted grievance. The Union may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due to the arbitrator shall be paid by the Union. However, when any grievance scheduled for arbitration and settled before the hearing results in a fee due the arbitrator, the fee shall be shared equally by both parties. Any grievance not submitted within the ten (10) day period described herein shall be deemed settled on the basis of the Step 3 answer given by the Superintendent or designee.

- A. After receipt of a request to arbitrate, representatives of the parties shall attempt to agree on an arbitrator, the arbitrator to be selected in the following manner: the American Arbitration Association shall be jointly requested to submit a panel list of seven (7) arbitrators from this geographical area. The parties shall then choose an arbitrator by alternately striking a name from the list until one (1) name remains as the arbitrator chosen by the parties. The parties will alternate who strikes first.
- B. The question of arbitrability of a grievance may be raised by either party at the arbitration hearing of the grievance on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the grievance will be heard on its merits before the same arbitrator. However, the party raising the challenge of arbitrability maintains the right to assert said challenge independent of the arbitration hearing.
- C. The power of the arbitrator shall be limited strictly to the interpretation, application or enforcement of the express terms of this Agreement. The arbitrator shall have no power to modify, change, add to or subtract from the express terms of this Agreement. The decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall not rule contrary to law or the legal duties of the Hancock County Board of DD. The arbitrator shall issue his/her decision not later than thirty (30) days from the date of the closing of the hearings or if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted.
- D. The costs and fees of the arbitrator shall be borne equally by the parties. All other costs and fees of each party shall be borne by the party incurring the expense. The fees of the court reporter or other method of recording the arbitration shall be paid by the party asking for a court reporter or other method of recording; such fees shall be split equally if both parties desire a reporter, or request a copy of any transcripts. Any bargaining unit

member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during the employee's normally scheduled working hours on the day of the hearing.

- E. Either party, by the close of the hearing, may request that a written post-hearing brief be submitted to the arbitrator in advance of his/her decision. Such requests shall be honored. Where either party to the arbitration requests a transcript of the hearing, no post-hearing brief shall be due before three weeks after receipt of transcript. The arbitrator has the power to grant reasonable requests for extensions of time to submit post-hearing brief(s).
- F. A grievant shall have the following rights which are also enjoyed by the Employer:
 - 1. To be present at the hearing;
 - 2. To hear testimony;
 - 3. To give testimony in his/her own behalf.

G. No Reprisals

The fact that a grievance is raised by an employee or the bargaining unit, regardless of the ultimate disposition, shall not be recorded in the employee's file nor in any file nor record utilized in the promotion process; nor shall such fact be used in any recommendations for job placement; nor shall such an employee and employees who participate in any way in the grievance procedure be subjected to reprisal for having processed a grievance. All such employees are responsible, however, for engaging in the grievance process in a manner which does not disrupt the orderly operations of the Employer or violate any work rules or provisions of this Agreement. Grievances shall be brought only in good faith after reasonable investigation into the facts and the applicability of this Agreement to the grievance.

ARTICLE 7
DISCIPLINE

Section 1. No employee who has successfully completed his/her probationary period shall be suspended, reduced in pay or position, discharged or removed except for cause, as may be determined in accordance with Article 6. Examples of cause for discipline include, but are not limited to:

incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, violation of any reasonable rule of the Employer or provisions of this Agreement or any other

failure of good behavior, or any other acts of misfeasance, malfeasance, or nonfeasance.

When the Employer determines that the cause for discipline constitutes serious misconduct, the discipline imposed may include suspension, reduction in pay and/or position, or removal, notwithstanding that no prior discipline or limited prior discipline is contained in the employee's personal file.

Probationary employees may be disciplined or discharged in the sole discretion of the Employer.

Section 2. Whenever the Employer or any of his/her designees has taken action specified in Section 1 of this Article against an employee, the employee will be given a copy of the written action.

Section 3. Whenever the Employer or his/her designee determines that an employee may be disciplined pursuant to Section 1 of this Article, a predisciplinary meeting will be scheduled to give the employee an opportunity to offer an explanation of the allegation(s) against him/her. When such a meeting is scheduled, the employee(s) and the Union President or designee will be advised in advance and the employee(s) will be allowed to have a representative of the Union present. However, the unavailability of the union representative shall not delay the predisciplinary meeting. The predisciplinary meeting will be held outside of student contact hours.

Section 4. Written reprimands will have no force and effect after eighteen (18) working months from the effective date providing there are no intervening disciplinary actions for any conduct or misconduct, whether or not the conduct or misconduct is the same as that which caused the written reprimand. Suspensions of less than three (3) days shall have no force and effect for disciplinary purposes after thirty-six (36) months from the last date of suspension, providing there are no intervening disciplinary actions for any conduct or misconduct, whether or not the conduct or misconduct is the same as that which caused the suspensions. Suspensions of three (3) days or more shall have no force and effect for disciplinary purposes after forty-eight (48) months from the last date of suspension, providing there are no intervening disciplinary actions for any conduct or misconduct, whether or not the conduct or misconduct is the same as that which caused the suspensions.

Section 5. Employees determined by the Employer to have engaged in any form of student abuse shall be removed. The parties to the CBA agree that examples of student abuse include, but are not limited to: physical abuse, verbal abuse, emotional abuse, neglect of duty, violation of individual student rights, and inappropriate application of student behavior plan.

ARTICLE 8
PERSONNEL FILES

Section 1. Personnel Files

Each employee's personnel file shall be maintained in the Administrative Offices. Any materials which are removed from the personnel file in accordance with the Article on Discipline shall be kept for litigation-related purposes for at least 7 years, or such other period as established by the Hancock County Records Commission.

Section 2. Material in File

No derogatory material shall be placed in an employee's personnel file unless the employee has had an opportunity to review the material. The employee will acknowledge by affixing his/her signature and date to the material that he/she has had an opportunity to review such material. Refusal to sign the material by the employee shall be noted, but not preclude placing the material in the file. The employee shall have the right to submit a written response to such material within 5 working days. The response will be attached to the material in question.

Section 3. Access to the File

- A. The employee shall have the right, within a reasonable time, upon request to the Superintendent, to review and obtain one (1) copy of the material in the file, excluding confidential pre-employment information, ratings, reports, or records which were obtained prior to the employment of the employee involved.
- B. The Superintendent, his designee, Administrative personnel in the Business office and the Principal retain their right of access to the file.
- C. A log shall be kept of other person(s) who have examined the file and the date of such examinations.
- D. If a person other than the employee and those listed in Item B above request access to an employee's personnel file, the employee shall be notified of the request.
- E. Whenever the employee or any other person is reviewing the employee's file, the Superintendent or his/her designee shall be present and shall witness such review and the obtaining of copies, if any, by signing and dating the log.

Section 4. Signing Materials

Any person who places written material or drafts written material for placement in an employee's file shall sign the material and signify the date on which such material was

drafted. Any written materials placed in a personnel file shall indicate the date of such placement.

Section 5. Statutory Public Records Provisions Not Superseded

Nothing in this Article pertaining to public records is intended to supersede the provisions of Ohio Revised Code 149.43, 1347, or 4117. Rather this Article is intended to be cumulative.

ARTICLE 9
WORKING CONDITIONS

Section 1. Length of School Year

The school calendar will be established by the Board after receiving the recommendations mutually agreed upon by the Superintendent and the Union. The school calendar will contain the same number of work days as the Findlay Schools calendar. For 2014, teachers and assistants will have a full day in classroom work day.

Section 2. Length of School Day

The standard work day for employees shall normally consist of seven and one-half (7-1/2) hours, including on-duty lunch, for teachers and seven (7) hours, including on-duty lunch for all other bargaining unit employees; however, exceptions may occur because of inclement weather, emergencies, and other acts of God. Employees will not be required to report when school is canceled due to a program closing day. Regular work days will be from 8:00 A.M. – 3:30 P.M. for teachers and 8:30 A.M. – 3:30 P.M. for all other bargaining unit employees. If the Employer requires an employee's attendance at a 7:30 A.M. meeting, the employee may leave that day or a subsequent day in the same week at 3:00 P.M. or after the buses leave, whichever is later. The Employer will attempt to permit such employee to leave at 3:00 P.M. provided employees cooperate with adequate staffing for loading the buses. There shall be no more than one (1) meeting per month outside the work day.

Section 3. Incorporation of MOU on Additional Work Time

Assistants. Beginning January 6, 2014, Instructor Assistants will work an additional two (2) hours per pay period (a total four (4) hours/month) to provide before/after school and evening school activities to support students and classroom teachers. The additional hours will be reflected in each employee's total annual compensation with a corresponding increase added into the pay spread.

Teachers. Teachers will have an additional six (6) days added into their work schedule. These days are specifically designated for five (5) teacher retreat days to plan for the upcoming school year, and one (1) day to compensate for the total time that teachers

participate in evening activities (i.e. back to School Rally, Christmas Program, Graduation, Bingo Bakery, etc.). This compensation and work change will begin with the 2014-2015 school year. The five (5) teacher retreat days will be scheduled by the teachers, and mutually agreed upon with the principal.

Section 4. Pay Periods

Employees shall receive their salary prorated throughout twenty-six (26) pays, payable biweekly except in years in which a twenty-seventh pay period is in effect. Adjustments for salary changes, if any, will be made in the first pay of a school year.

Section 5. Unassigned Time

Each employee shall have thirty (30) minutes of unassigned time per day in accordance with current practice: unassigned time is not taken at the beginning or end of the day and no more than half of the employees take unassigned time at the same time. Unassigned time must be approved by the Principal through the submission of class schedules at the beginning of the school year or when a change is desired. In the case of an emergency, unassigned time can be cancelled.

Section 6. Leaving the Building

Employees will remain on campus during the school day when on unassigned time unless they have been given prior written approval by the Principal or designee. Employees wishing to leave the building, but not the campus, shall notify the school office of their whereabouts before leaving and upon their return to the building.

Section 7. Medication and Nursing Practices

Delegated nursing training will be mandatory for all employees after August 1, 2014.

Delegated nursing training shall be during normal work hours at the same compensation as in the OAPSE contract. Employees are indemnified for any liability in accordance with the Ohio Revised Code, provided they comply with the legal requirements and training.

Section 8. Time Requirements

Teachers are Fair Labor Standards Act (FLSA) exempt. Instructor assistants are not FLSA exempt and will be paid for hours worked.

Parent education and meeting the needs of a family receiving school services is an important aspect of teaching in a DD program. In an effort to enhance the quality of a child's education, there are circumstances in which a child and/or family need cannot be met between the hours of 8:00 a.m. - 3:30 p.m., Monday through Friday. In addition,

there may be times when staff are mandated to be at a meeting or training before or after school as well.

This includes the following:

- Home visits or home programming for the purpose of parent education, demonstration of equipment or a method of working with a child, etc. that cannot be scheduled during the day due to parent's schedule.
- Training or in servicing that Administration has mandated staff to attend.
- Meetings that Administration has mandated a staff member to attend.
- Quarterly parent conferences

Section 9. Evening Events

After discussion with staff, principal will determine, based on match of job responsibilities and events, rotation of individuals to attend. Employees will each be expected to attend three (3) events per school year from the evening events identified on the Employer's annual school calendar.

Section 10. Two hour delays

The Employer will provide two (2) two-hour delays during student contact days. This time will be used by employees for in-service, collaboration and/or paper work determined by the Principal. The Employer will follow Findlay City Schools for weather related delays. If Findlay City Schools does not delay, then preschool and school age employees will need to report as scheduled. Unexcused non-attendance (i.e. not present as scheduled) will result in no pay for time lost for Instructor Assistants. Therefore, since teachers are FLSA exempt they will not be docked in less than full day increments. However, non attendance may be the basis for discipline. In the event of a weather related delay, the penalty for not showing up to work will be a loss of pay for time missed.

Section 11. Cell Phone Use

During student contact, cell phones shall be off. Cell phones are only to be used in emergency situations. The principal shall be notified in advance that the cell phone must be used for a possible emergency.

Section 12. Employment Notice

Each employee in the bargaining unit will be given a written employment notice no later than June 1st for the following school year. The notice will contain the negotiated salary, employment position and the date of hire. This employment notice is not an employment contract.

Section 13. Health and Safety

All employees have the right to work in safe and healthful conditions.

Section 14: Electronic Time Keeping [Reserved]

ARTICLE 10
PLEDGE AGAINST DISCRIMINATION

Section 1. Neither the Employer nor the Union shall discriminate against or in favor of any employee with respect to his/her employment with the Board because of sex, race, color, religion, qualified handicap, age of 40 or older, political affiliation, national origin, union membership or refusal to join the union or any other exercise of rights protected by Revised Code 4117. The Union and the Employer shall share equally the responsibility for implementing this Article of the Agreement.

Section 2. Sexual Harassment

A. Definition

Sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature involving bargaining unit employees, non-bargaining unit personnel, and/or students will not be tolerated. Submission to such conduct shall not be a term or condition of employment. Submission to or rejection of such conduct shall not be the basis for any employment decision.

B. Any claim of sexual harassment shall be reported in accordance with the Employer's Anti-Harassment Policy.

C. Any person employed by the Employer who violates Section 1 of this Article may be subject to discipline or discharge.

Section 3. Persons with Qualified Disabilities

Nothing in this Agreement shall impair the rights and obligations of the Employer to comply with federal and state laws concerning qualified disabled persons and employees.

ARTICLE 11
PROBATIONARY PERIOD

Section 1. All instructor assistants shall have an initial probationary period of one (1) school year. All other bargaining unit employees shall have an initial probationary period of two (2) school years.

Section 2. A probationary employee is entitled to all rights per the collective bargaining agreement except for no representation by the Union if dismissed during said probationary period. Further, the probationary employee will have no rights under Articles 6 and 7 of the collective bargaining agreement as to the dismissal action.

ARTICLE 12 EVALUATIONS

Section 1. Evaluations

- A. All employees shall have a formal evaluation every year. The formal evaluation shall consist of a written report and a formal announced classroom visit. It will also include a self evaluation. In addition, any number of informal observations and evaluations may occur during this period of time and may include any of the following: observation notes, checklists, other evaluation forms and videotape. The formal evaluation shall be conducted no later than April 15 of the year due. All post-evaluation reviews need to be done within two (2) weeks of the evaluation.
- B. All employees in their initial year of employment or in the initial year of a job change shall have a formal evaluation completed twice during the school year in connection with their probationary period. There shall be three months between the first and second evaluations. These formal evaluations may be based on any of the evaluation methods listed in A. In addition, informal evaluations may occur throughout this period and include items listed in A. The Employer will provide job descriptions to employees no later than their first working day with students.
- C. Employees in their second or third year of employment or in their second or third year of a position change shall have a formal evaluation completed each school year during their second and third years. These formal evaluations shall include all listed in A. In addition, informal evaluations may occur throughout this period and include items listed in A. The formal evaluation shall be conducted no later than April 15.
 - 1. Other factors that shall be considered in the formal evaluation process may include: attendance record, cooperative working relationships with staff and parents, required paperwork, written input from the teaching partner and other significant events associated with job duties. Job descriptions will be provided no later than the first working day with students.
 - 2. This observation will not occur the first week of school or the day after Winter or Spring Break. Teachers and Specialists will provide the evaluator with a schedule and lesson plans for the day by 8:30

A.M. on the day of the formal evaluation. Unscheduled classroom observations/visits may be made at any time for the purpose of informal evaluations.

3. Written reports from formal evaluations shall be given to the employee no later than fifteen (15) working days following the observation. Written input from informal evaluations shall also be given to the employee no later than fifteen (15) working days of completion of informal evaluation activities.
4. Formal evaluations shall note strengths and/or areas for growth. All employees will be required to develop one or more goals for growth which the evaluator must agree with. The evaluator has the right to add additional goals. A follow-up conference will be held to discuss any items that receive a less than satisfactory rating. The employee will work with the Principal in developing a plan of correction of noted deficiencies and goals.
5. If participating in a follow-up conference, the employee will sign the form indicating the evaluation was reviewed with the employee. If the employee objects to the contents of the evaluation, he/she may attach written objections to the evaluation within five working days. If a follow-up conference was not held, the employee may submit written objections within five working days after the evaluation is received.
6. Although follow-up conferences are not required, follow-up conferences may be requested by the Principal or employee following any formal or informal evaluation.
7. Formal evaluations will be placed in the employee's personnel file. Informal evaluations may or may not be placed in the employee's file.
8. Only procedural compliance with this Article, and not the contents of any evaluation, is subject to the grievance procedure.

ARTICLE 13
LAYOFF AND RECALL

Section 1. The procedures set forth in this Article supersede those procedures in the Ohio Revised Code Sections 124.321, et seq. Layoffs and recall shall be conducted solely in accordance with this Article and any disputes shall be subject solely to the grievance-arbitration procedures set forth in this Agreement.

Section 2. Definitions

- A. "Layoff" is a decision to reduce the present number of employees in their existing job classifications. Layoffs are not a form of discipline. Job reassignments and other temporary actions by the Employer are not layoffs. Failure to fill a position, whether that position is vacant because of resignation, retirement, leave, termination, or some other lawful reason, shall not constitute a layoff or job abolishment. A layoff becomes effective at the end of the working day named in the written layoff notice. An employee's seniority becomes frozen at the time the layoff becomes effective.
- B. A "lack of funds" means the Employer has a current or projected deficiency of funding to maintain current, or to sustain projected, levels of staffing and operations in the bargaining unit. No transfer of moneys between funds shall be required in order to offset a deficiency or projected deficiency of federal funding for a program.
- C. A "lack of work" means the Employer has a current or projected temporary decrease in the workload in the bargaining unit, expected to last less than one (1) year, which requires a reduction of current or projected staffing levels.
- D. "Job abolishment" means the permanent deletion of a position or positions from the organization or structure of the Employer due to lack of continued need for the position. The Employer retains the right to abolish positions for reasons of economy, lack of continuing need for the position, lack of work expected to last for one year (1) or more, or reorganization for the efficient operation of the Employer.
- E. "Reorganization" means a reorganization for the efficient operation of the Employer.
- F. "Seniority" means continuous length of service with the Employer. Previous service with another Ohio public employer which may have been considered under the Revised Code is expressly waived. Seniority lists shall be kept up-to-date throughout the term of this Agreement and shall be periodically provided to the Union.

Section 3. The Employer shall determine whether a layoff or a job abolishment shall occur, the timing of layoffs or job abolishment, the number of employees to be laid off or whose jobs are to be abolished and in which classifications, locations, and department's layoff or job abolishment will occur.

The Employer retains the sole discretion to determine whether and/or when a position is to be filled. Employees may be laid off within the meaning of this Article because of lack of funds, reorganization and/or lack of work, and job abolishment, as set forth in Section 2 of this Article.

Section 4. Notice to the Union

When the Employer determines that a layoff or job abolishment shall occur, the Employer will notify the Union no less than thirty (30) working days in advance of the effective date of the layoff or job abolishment.

- A. Upon request from the Union, the Employer agrees to discuss with representatives of the Union the impact of the layoff or job abolishment on bargaining unit employees.
- B. Should the Employer decide to fill any vacant position outside the bargaining unit, any bargaining unit employee who is qualified for the position and who would be subject to lay off shall be considered for the position if no other employees of the Employer have filled the position and before applicants not in the Employers' employ shall be considered. However, the Employer retains full discretion as to the filling of any vacant position.

Section 5. Notice to Affected Employees

Within each classification affected by a lay off or job abolishment, employees will be chosen for lay off based upon seniority. Should the employees have the same seniority date and be equal in the above respects, the one with the lowest last four digits of their social security number shall be laid off before the employee(s) with higher last four (4) digits of their social security number(s). Employee's notification of layoff will be made at least ten (10) working days prior to the effective date.

The employee classifications are as follows: ("licensed" means licensed in accordance with R.C. 3319).

- A. Licensed Classroom Teacher
- B. Licensed Physical Development Specialist
- C. Licensed Preschool Teacher
- D. Instructor Assistant

Section 6. Order of Layoff and Bumping

Within each classification in which a layoff or job abolishment is to occur, before regular full-time employees are laid off or their jobs abolished, the following employees shall first be laid off in the following order:

- A. Seasonal
- B. Temporary
- C. Employees serving an initial probationary period
- D. Part time employees

A laid off Instructor Assistant may only bump a less senior employee in that classification.

A laid off licensed teacher may only bump a less senior employee in a licensed teacher job classification for which he/she is licensed and qualified. The licensed teacher classifications include classroom teacher, physical development specialist, and preschool teacher.

Section 7. Recall

The Employer shall determine when and what positions shall be filled during a recall and in which classifications employees shall be recalled. Employees shall have recall rights for fifteen (15) months from the effective date of the layoff. Recall shall be in the reverse order of layoff. Instructor Assistants shall be recalled only to Instructor Assistant openings, and Licensed Classroom Teachers shall be recalled only to Licensed Classroom Teacher openings. In the recall of Licensed Classroom Teachers, in addition to reverse order of layoff, they must also be licensed and qualified for the position to which they are being recalled.

Section 8. Notices Relating to Recall

The Employer shall notify the employee of recall by certified or registered mail sent to the last place of residence shown on the Employer's records or by hand delivery. Each employee is responsible for providing the Superintendent with his/her current address by certified mail, registered mail, or hand delivery. If the Employer has not received the employee's written acceptance of the offer of recall within ten (10) days of the postmark on the offer of recall or within ten (10) days after hand delivery of the offer of recall, the offer shall lapse and the employee shall be removed from the appropriate recall list. An employee's written acceptance shall be sent by certified mail, registered mail or hand delivery.

ARTICLE 14
LEAVES

Section 1. Sick Leave

Will be covered per Board Policy.

Section 2. Disability Leave

Will be covered per Board Policy.

Section 3. Professional Days

Will be covered per Board Policy.

Section 4. Leave of Absence Without Pay

Will be covered per Board Policy

Section 5 Educational Leave

- A. Employees may be granted a leave of absence for professional improvement by submitting a program of study in a recognized four-year college or university to the Superintendent. The employee must submit a "Professional Growth Plan" to the Superintendent in writing with the request for the leave. The approval of such leave is at the discretion of the Superintendent. The decision may be appealed directly to the Board, but is not subject to the grievance procedure contained herein.
- B. The completed application and required information for leaves for the following school year must be filed with the Superintendent by April 1st. Each applicant will be notified of approval or disapproval of his/her application as soon as practicable but no later than May 15th.
- C. An employee must have completed a minimum of five (5) years of service ("year" as applied to service means actual service of not less than one hundred twenty school days within the school year) for the Board immediately preceding the educational leave. Anyone receiving an educational leave may apply for an additional leave each three-year period. However, requests for a second or subsequent leave will have lowest priority of leave available.
- D. Leaves will not be granted to more than one (1) teacher and one (1) instructional assistant in any given school year.

- E. Leaves will be granted for one (1) full continuous academic year. Under unusual circumstances, a leave may be granted for one (1) semester.
- F. A detailed report showing satisfactory completion of the approved Professional Growth Plan must be submitted in writing to the Superintendent at the end of the leave.
- G. Paragraphs 3, 4, 5, and 6 of Section 4 of this Article shall apply to educational leaves.

Section 6. COBRA - Election to Continue Health Care Coverage

Any employee on an unpaid leave of absence, including educational leave, or an unpaid leave of absence which extends beyond the maximum period of leave time to which the qualified employee is entitled under Section 8 of this Article, or when an employee on leave under Section 8 of this Article informs the Board of his/her intent not to return from leave or the employee fails to return from leave and thereby terminates employment, shall be informed of his/her COBRA rights for insurance purposes. An employee may choose not to retain health coverage during leave under Section 8 of this Article.

Section 7. Military Leave

- A. An employee shall be granted a leave of absence, with pay, to fulfill a military commitment as defined in Section 7, paragraph B of this Article.
- B. Employees who are members of the Armed Forces Reserve organization of the United States or of the State of Ohio National Guard are entitled to leave, without loss of pay, for periods not to exceed thirty-one (31) days in any one school year. Any employee on a military leave shall not accumulate or earn sick leave. However, all such time shall be counted in determining length of service for the purpose of layoffs.
- C. An employee who has entered the military service and who re-enlists at the termination of his/her original military commitment will not continue on military leave status and will be considered separated from employment with the employer.
- D. An employee who has voluntarily, or involuntarily, left the employment of the Employer to perform military service and who is thereafter separated or discharged under honorable conditions may make application for re-employment within ninety (90) days after he/she is relieved from military duty provided he/she is still physically qualified to perform the duties of his/her former position. He/she shall be restored to such position if it then exists and is not held by a person with greater seniority.

- E. An employee who fails to make application for reappointment within ninety (90) days of separation from service or within one (1) year after release from hospitalization due to inservice injury or illness shall be considered as separated from employment with the employer.

Section 8. Pregnancy-Related Medical Disability

Leave for purposes of pregnancy-related medical disability is covered in accordance with the Employer's Leave Without Pay Policy, except in instances when sick leave or FMLA leave apply.

Section 9. Personal Leave

A qualified employee under Section 8 of this Article shall use personal leave toward the maximum leave available under that section and shall follow any of its applicable provisions which differ from those in this section.

- A. The Employer shall grant three (3) unrestricted personal leave days.
- B. An employee is entitled to use an available personal leave day so long as the employee submits a request at least fourteen (14) working days in advance to the Principal. The Principal has the authority to approve or disapprove any personal leave requests submitted less than fourteen (14) days in advance. If the employee does not receive notification otherwise, the employee may assume the leave is approved.
- C. Personal leave days shall not be accumulated from one school year to the next school year.
- D. Except for emergencies or special circumstances, such as the graduation of one's child, and then only upon approval by the Principal, personal leave days shall not be used during the first week of the school year and should not be used during the last two and a half days of the school year. The first week is defined as the first five working days of the school year.
- E. As specified in point one (1) in this section, externally mandated personal leave days will be honored. Following these days the personal leave days granted will be made on a first come first served basis. The Principal will utilize every effort and possibility in order to honor all personal leave requests.
- F. Personal leave days shall be taken in half (3½ hour) day or whole (7 hour for instructor assistants; 7-1/2 hours for teachers) day increments.

- G. A personal leave day which occurs on a calamity day, declared by the Superintendent of the Hancock County Board of Developmental Disabilities, will not be charged to the employee.
- H. An employee can cash out any unused personal day at the end of the school year in the amount of \$50 per personal day. In the event an employee has not used all three personal days, the cash out value will be \$200. The personal leave stipend will be paid no later than the second pay period in August following the end of the school year.

Section 10. Family and Medical Leave

All employees shall be eligible for the benefits provided for under the Federal Family/Medical Leave Act of 1993. Such leaves shall provide for twelve (12) weeks of maintenance of employer co-share of medical benefits while an employee is on an unpaid leave of absence and such absence is a result of illness or injury to the employee or his/her immediate family. For further information concerning this act, contact the office of the Superintendent.

Section 11. Leaves for Calamity Days and Late Start Days

- A. Any prearranged personal or sick leaves that occur on a calamity day will not be deducted. A calamity day is a school day, which is cancelled as declared by the Superintendent.
- B. Any prearranged personal or sick leaves that occur on late start days will be not be deducted.

Section 12. Assault Leave/Worker's Compensation Leave

Will be covered per Board Policy

Section 13. Leave Donation

Will be covered per Board Policy

ARTICLE 15
SEVERANCE RETIREMENT PAY

An employee who was hired by the Board prior to January 1, 1995, and has accumulated ten (10) or more years service as an employee of the Employer, may elect upon verified retirement from the Public Employees Retirement System (PERS) or the State Teachers Retirement System (STRS), to be paid for two-thirds (2/3) of the value of his/her accrued but unused sick leave credit up to a maximum of one hundred twenty (120) days. Such payment shall be based upon the employee's rate of pay at the time

of his/her retirement with the Board. Any employee hired after January 1, 1995 and meets the conditions stated above, will be paid one-fourth (1/4) of the value of his/her accrued but unused sick leave credit up to a maximum of thirty (30) days.

ARTICLE 16 REIMBURSEMENT

Section 1. Mileage

Mileage shall be reimbursed per the Board Policy

Section 2. [Reserved].

Section 3. Additional Training for Full Time Employees

Parts A through D of this section apply only to full time employees other than Instructor Assistants.

- A. The Employer shall pay as reimbursement for semester/quarter hours of graduate or undergraduate credit to full time employees other than Instructor Assistants, subject to the following conditions or limitations:
 - 1. The maximum allowance shall be one hundred twenty-five dollars (\$125) per semester hour and ninety-two dollars (\$92.00) per quarter hour.
 - 2. Reimbursement shall be made on submission of an official transcript or grade card of credit hours earned or the actual grade report from the educational institution. This report or transcript shall be presented to the Superintendent for approval of payment.
 - 3. Only grades of A, B, or S will be reimbursed.
 - 4. This provision shall not apply if reimbursement, (including but not limited to scholarships, fellowships, grants or other moneys for tuition, books, or expenses), is received from some other source such as Federal or State grants, scholarships or other types of reimbursement not specifically listed. An employee seeking such reimbursement shall submit a written disclosure of any and all sources of reimbursement.
 - 5. The amount reimbursed to the qualified employee applying for the reimbursement will not exceed the amount that was paid to the educational institution for tuition.

- B. All course work must be approved in advance of registration for the appropriate quarter or semester of study. Failure to receive advanced approval will result in the forfeiture of eligibility for reimbursement for the unapproved courses. The sole purpose of advance approval shall be to determine that the course(s) falls into the categories outlined in C of this section and to maintain budgetary controls as outlined in D of this section.
- C. Only courses that pertain to the employee's work in an accredited college or university toward an advanced degree will be subject to reimbursement. No correspondence courses by mail will be subject to reimbursement.
- D. Approval for reimbursement will be granted on a first come, first served basis. The sum of one thousand dollars (\$1,000.00) will be budgeted for each of the following three periods of time during each calendar year, commencing January 1, 2002, until the termination of this contract: 1) January 1 to April 30; 2) May 1 to August 31; 3) September 1 to December 31. When the amount of reimbursement money paid out in a period reaches one thousand dollars (\$1,000), the reimbursement will cease for that period. If a period ends with less than one thousand dollars (\$1,000.00) used, the remainder will be added to the one thousand dollars (\$1,000.00) for the next period; however, no money shall be carried over into the next calendar year.
- E. The Employer shall pay as reimbursement for workshop, adult course fees, as well as senior level undergraduate and graduate level courses for Instructor Assistants subject to the following conditions or limitations:
 - 1. The maximum allowance is eighty dollars (\$80.00) per workshop/course. In addition, the maximum allowance shall be one hundred dollars (\$100) per semester hour and sixty-seven dollars (\$67) per quarter hour.
 - 2. Reimbursement shall be made on submission of a certificate of completion of the workshop or adult course. The certificate shall be presented to the Superintendent for approval of payment.
 - 3. Only satisfactory completion of the workshop or adult course will be reimbursed.
In addition, senior level undergraduate and graduate level courses will only be reimbursed per the provisions of Section 3A, 2 and 3 of this Article.
 - 4. This provision shall not apply if reimbursement (including, but not limited to, scholarships, fellowships, grants or other monies for tuition, books, or expenses), is received from some other source such as Federal or State grants, scholarships or other types of

reimbursement not specifically listed. An employee seeking such reimbursement shall submit a written disclosure of any and all sources of reimbursement.

5. Written advance approval must be obtained before reimbursement is approved.
6. Only workshops, adult courses or senior level undergraduate and graduate level courses that pertain to an employee's work with the Employer will be approved.
7. Approval for reimbursement will be on a first come-first approved basis.
8. The maximum budgeted for any calendar year is \$1000.

Section 4. Expenses

Employees are entitled to receive reimbursement for expenses incurred while traveling on official school business. Eligibility for reimbursement shall occur only when such expenses have been authorized, in advance and in writing, by the Principal. Mileage reimbursement shall not apply if an employee uses a county vehicle for travel. When using a county vehicle the mileage at the start and the end of the travel shall be logged on the county vehicle log. Expenses shall be reimbursed as follows:

- A. Employees who travel outside of Hancock County or outside the State of Ohio on official agency business or for attendance at meetings or conferences must have such travel approved in advance by the Superintendent. Out-of-County travel shall be at the lowest available rate and cost unless otherwise authorized. No reimbursement will be made for air travel within the State of Ohio. In the event the Superintendent approves the use of a privately-owned automobile for out-of-state travel, total reimbursement shall not exceed the air flight rate, plus commercial transportation at the destination.
- B. Upon prior approval of the Superintendent, the following additional travel-related expenses will be reimbursed:
 1. Conference registration fees (attendance verification required)
 2. Necessary lodging costs at the lowest rate available at a reasonable and convenient place of lodging (receipts required) per board policy
 3. Reasonable expenses for parking, ferry, taxi fares, bridge, highway and tunnel tolls (receipts required) per board policy

4. Reimbursement for food expenses subject to the following: per board policy
- C. Travel expense forms must be signed by the employee. The employee's signature denotes that all entries on the form are accurate and correct. The travel expense form shall be submitted to the Principal for approval and submission to the Superintendent for final approval for payment. All out-of-county travel expense forms shall be submitted within three (3) working days of return. All other travel shall be submitted at least monthly.

Section 5. LPDC Reimbursement

Any teacher or specialist who serves on the executive committee or any subcommittees of the Hancock County Local Professional Development Committee (LPDC) Consortium, will be reimbursed at the rate of \$20 per hour up to a maximum of one and one-half percent (1½ %) of the base salary for time spent in committee meetings. The teacher or specialist will be required to turn in a timesheet to receive this reimbursement.

Section 6. Extra Duty Pay for Cooperating Teachers

In the event that an institution of higher learning sends the Employer a stipend attributable to a Blanchard Valley School cooperating teacher, the Employer will retain the stipend and provide the teacher with a gift card designated for education use.

Section 7. Reimbursement of Licensure Expense

A bargaining unit employee who requires a professional license in order to be qualified for his or her position of employment must timely secure that license and pay the costs associated with its acquisition. Once the employee has paid for and obtained such license, the Employer will reimburse the employee for the cost of obtaining the license, so long as the employee provides satisfactory documentation confirming the acquisition of the license and the expenses incurred to obtain it.

Section 8. Reimbursement of Classroom Purchase Expenses

For each classroom or classroom equivalent (e.g., the gym in the case of the Adapted Physical Education Instructor), the instructor and any other staff assigned to that teaching area may be reimbursed for up to \$550 per classroom per school year for purchases they make for classroom instructional materials. The \$550 limit applies to all purchases made by both the instructor and any other staff assigned to the same classroom or classroom equivalent. In order to be eligible for reimbursement, an eligible employee must submit a written request for reimbursement supported by appropriate documentation, including receipts. Alternatively, eligible staff may request purchase orders from the Employer in order to secure classroom instructional materials.

ARTICLE 17 INSURANCE

Section 1. Medical

Employees will be covered under Plan C through the Hancock County School Consortium. For full-time employees, the Employer will contribute \$985.00 towards the monthly premium amount for family coverage and \$395.00 for single coverage. For part-time employees whose primary scheduled hours are between 48 – 69 hours per pay period, the Employer will contribute \$640.00 towards the monthly premium amount for family coverage and \$260.00 for single coverage. For part-time employees whose primary scheduled hours are between 0 – 47 hours per pay period, the Employer will contribute \$325.00 towards the monthly premium amount for family coverage and \$130.00 for single coverage.

Section 2. Dental

For full-time employees, the Employer will contribute \$50.00 toward the monthly premium amount for family and single coverage. For part-time employees whose primary scheduled hours are between 48 – 69 hours per pay period, the Employer will contribute \$33.00 toward the monthly premium amount for family and single coverage.

Section 3. Life

The employer will pay the full premium for \$25,000.00 of life insurance for each employee.

Section 4. Tax Sheltering

Employees will have any costs deducted from their pay for insurance premiums sheltered from federal and state taxes in accordance with Resolution 251-89, November 7, 1989, of the Hancock County Commissioners.

Section 5. Vision

Employer monthly premium amount for 2012 is \$6.00 for Single Coverage and \$14.00 for Family Coverage.

See addendum – D for details of Health Insurance and Spousal Waiver.

ARTICLE 18
SALARY

Section 1. Teachers

Effective for the 2014-2015 school year, teachers will be paid on a salary basis. Appendices A and C contain the factors applicable to teachers' salaries.

Appendix C contains the additional factors applicable to salaries. For the term on the contract, unless changed as a result of reopener negotiations, the steps will be frozen, however, the factors are applicable to initial placement on the payscale for new hires.

Section 2. Instructional Assistants

Effective, for the 2014-2015 school year, instructional assistants will be paid on a salary. Appendices B and C contain the factors applicable to instructional assistants' salaries.

Appendix C contains the additional factors applicable to salaries. For the term of the contract, unless changed as a result of reopener negotiations, the steps will be frozen, however, the factors are applicable to initial placement on the payscale for new hires.

Section 3. Any teachers in the bargaining unit who are required to work for ten (10) months shall receive as compensation for the tenth (10th) month an additional one-ninth (1/9) of his/her salary. Other information pertaining to salaries is contained in Appendix C.

Section 4. All bargaining unit employees shall receive a one percent (1 %) increase to their current salary, retroactive to August 1, 2014.

Section 5. Either party may re-open negotiations on August 1, 2015 and August 1, 2016 for the sole purpose of addressing wages and steps.

ARTICLE 19
SEVERABILITY

Section 1. The specific terms of this Agreement supersede and replace all pertinent statutes, rules and regulations over which it has authority to supersede and replace. Where this Agreement is silent, the provisions of applicable statutes, rules and regulations shall prevail. If a court of competent jurisdiction finds any provision of this Agreement to be contrary to any statute, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

Section 2. The parties agree that should any provision of this Agreement be found to be invalid, that they will schedule a meeting within thirty (30) days at a mutually agreeable time to negotiate alternative language.

ARTICLE 20
SCOPE OF THE AGREEMENT

The Employer and the Union acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals on any subject. The understandings and agreements were arrived at by the Employer and the Union after the exercise of the right and opportunity to bargain in good faith and are set forth herein, and the Employer and the Union agree that this Agreement constitutes the entire Master Agreement between them and settles all demands and issues on all matters.

Except as otherwise specifically provided in the written provisions this Agreement, the Employer has the sole and exclusive right to make all decisions relevant to the conduct and management of the Employees business as prescribed and/or permitted by law and subject to Article 3 of this agreement.

ARTICLE 21
DURATION

Unless otherwise stated, the provisions of this contract shall be in effective August 1, 2014, and shall remain in full force and effect until July 31, 2017. The 2014 pay increase established by this contract will be applied retroactively to August 1, 2014. Either party may re-open negotiations prior to August 1, 2015 and/or prior to August 1, 2016 for the sole purpose of addressing wages and steps for the 2015 or 2016 school years.

IN WITNESS WHEREOF, the parties hereto have executed this instrument at Findlay, Ohio, this 19th day of December, 2014.

FOR THE HANCOCK COUNTY BOARD
OF DEVELOPMENTAL DISABILITIES

Constanza Arment
Superintendent

Janyza M. Pike
Principal

FOR THE BLANCHARD VALLEY
TEACHERS OF DEVELOPMENTAL
DISABILITIES AND INSTRUCTIONAL
AND ASSISTANTS ASSOCIATION,
AFFILIATED WITH THE OHIO
FEDERATION OF TEACHERS AND
THE AMERICAN FEDERATION OF
TEACHERS.

Debra J. Inuit
President-B.V.T.I.A.A.

Thomas C. [Signature]
Chief Negotiator-O.F.T.

Appendix A
2014-2015
Teacher's Salary Schedule
190 Days / 7.5 hours per day

	Base					
	<u>BA</u>		<u>+150</u>		<u>MA</u>	
	29,789	1.0000	31,764	1.0663	\$34,114	1.1452
0	29,789	1.0000	31,764	1.0663	\$34,114	1.1452
1	30,682	1.0300	32,717	1.0983	\$35,139	1.1796
2	31,603	1.0609	33,700	1.1313	\$36,193	1.2150
3	32,550	1.0927	34,710	1.1652	\$37,280	1.2515
4	33,527	1.1255	35,752	1.2002	\$38,397	1.2890
5	34,531	1.1592	36,825	1.2362	\$39,547	1.3276
6	35,571	1.1941	37,927	1.2732	\$40,736	1.3675
7	36,637	1.2299	39,068	1.3115	\$41,957	1.4085
8	37,736	1.2668	40,238	1.3508	\$43,217	1.4508
9	38,868	1.3048	41,445	1.3913	\$44,513	1.4943
10	40,033	1.3439	42,690	1.4331	\$45,848	1.5391
11	41,233	1.3842	43,971	1.4761	\$47,224	1.5853
12	42,473	1.4258	45,291	1.5204	\$48,642	1.6329
13	43,745	1.4685	46,649	1.5660	\$50,101	1.6819
14	45,058	1.5126	48,046	1.6129	\$51,603	1.7323
15	46,411	1.5580	49,488	1.6613	\$53,152	1.7843
16	47,802	1.6047	50,971	1.7111	\$54,748	1.8379
17	49,238	1.6529	52,502	1.7625	\$56,390	1.8930
18	50,715	1.7025	54,075	1.8153	\$58,082	1.9498
19	50,715	1.7025	54,075	1.8153	\$58,082	1.9498
20+ \$500	51,215	1.7025	54,575	1.8153	\$58,582	1.9498
25+\$500	51,715	1.7025	55,075	1.8153	\$59,082	1.9498
30+\$500	52,215	1.7025	55,575	1.8153	\$59,582	1.9498

Appendix B
2014-15
Instructor Assistant
1,330 hours per year

Base	\$13,774.18			
Yrs.	Base		Associate's Degree	
0	13774.18	1	14738.37	1.07
1	14183.27	1.0297	15175.01	1.1017
2	14465.64	1.0502	15478.05	1.1237
3	14754.90	1.0712	15789.34	1.1463
4	15049.67	1.0926	16104.77	1.1692
5	15351.32	1.1145	16427.09	1.1926
6	15658.49	1.1368	16754.91	1.2164
7	15971.16	1.1595	17092.38	1.2409
8	16290.72	1.1827	17435.36	1.2658
9	16618.55	1.2065	17781.09	1.2909
10	16949.13	1.2305	18136.46	1.3167
11	17290.73	1.2553	18495.97	1.3428
12	17633.71	1.2802	18869.25	1.3699
13	17986.32	1.3058	19248.04	1.3974
14	18347.21	1.332	19632.34	1.4253
15	18713.60	1.3586	20027.66	1.454
16	19088.26	1.3858	20427.11	1.483
17	19471.18	1.4136	20834.82	1.5126
18	19858.24	1.4417	21250.80	1.5428
19	19858.24	1.4417	21250.80	1.5428
20 + 500	20358.24	1.4417	21750.80	1.5428
25 + 500	20858.24	1.4417	22250.80	1.5428
30 + 500	21358.24	1.4417	22750.80	1.5428

Appendix C
SALARY SCHEDULE INFORMATION

A. Teachers' Salary Schedules (Appendix A)

1. A candidate with full-time DD or special education teaching experience of at least 120 days per school year, shall be given credit, year for year, to a maximum of ten (10) years for experience in chartered schools in Ohio.
2. A candidate with active military service experience as defined in R.C. 3307.02 will receive credit for one, (1) year of teaching experience for each twelve (12) months of military service, to a maximum of five (5) years.
3. All hours on the schedule are semester hours.

B. Instructional Assistants Schedules (Appendix B)

1. A candidate with full-time DD or special education teaching or instructional assistant experience of at least 120 days per school year, shall be given credit, year for year, to a maximum of five (5) years for experience in chartered schools in Ohio.
2. A candidate with active military service experience as defined in R-C. 3307.02 will receive credit for one (1) year of teaching experience for each twelve (12) months of military service, to a maximum of five (5) years.
3. The Associate's degree shall be in early childhood education or a related field.

Appendix D

ORC 5123.99 Penalties

ORC 5123.61 Duty to report abuse, neglect, and other major unusual incidents.

OAC 5123:2-1-2 County Board Administration

OAC 5123:2-17-02 Incidents adversely affecting health and safety.