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CERTIFIED EMPLOYEES MASTER AGREEMENT

between the

**BOARD OF EDUCATION OF THE
VANGUARD-SENTINEL
CAREER & TECHNOLOGY CENTERS:
AN OHIO JOINT VOCATIONAL SCHOOL DISTRICT**

and the

**VANGUARD-SENTINEL EDUCATION ASSOCIATION:
AMERICAN FEDERATION OF TEACHERS
LOCAL #6078**

July 1, 2014 through June 30, 2017

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ARTICLE I – RECOGNITION

A. Recognition of the Association

1. The Vanguard-Sentinel Career & Technology Centers Board of Education (hereinafter referred to as the “Board”) recognizes the Vanguard-Sentinel Education Association (hereinafter referred to as the “V-SEA”) as the sole and exclusive bargaining representative for all certified full and part-time personnel except administrative and supervisory personnel, substitutes, part-time Adult Education personnel, aides, classified personnel, school nurse, and any other employee not specifically included.

For the purpose of this Article, administrative and supervisory personnel shall include any employee now or hereafter placed on the administrative salary schedule and required to have a certificate and/or license under ORC Section 3319.02.

2. So long as the V-SEA remains the exclusive bargaining agent as provided in paragraph 1 above, the Board shall recognize it as the sole and exclusive bargaining representative for all certified full and part-time personnel except administrative and supervisory personnel, substitutes, part-time Adult Education personnel, aides, classified personnel, and school nurse. The V-SEA shall represent all certified full and part-time personnel in the bargaining unit regardless of their membership or non-membership in the V-SEA. Membership in the V-SEA shall not be a term or condition of hire or of continued employment.
3. All members of the bargaining unit will be given the option of joining the V-SEA, or paying a fair share fee to be determined by the V-SEA which will not exceed normal dues. Fair share will comply with ORC 4117.

B. Recognition of the Board

The V-SEA recognizes the Board as the legally elected local body charged with and having authority to establish all policies for the operation of the school and for the district’s employees. The functions, rights, powers, responsibilities, and authority of the Board in regard to the district not specifically limited or modified by an express provision or term of this contract shall remain exclusively those of the Board.

ARTICLE II – NEGOTIATIONS PROCEDURE

A. Commitment to Bargaining

The Board shall enter into negotiations with the V-SEA for the purpose of achieving a signed master agreement. The parties agree to bargain in good faith all matters pertaining to wages, hours, terms and other conditions of employment, and the continuation, modification or deletion of any existing provision of this Agreement, and other mutually agreed subjects. This bargaining obligation does not compel either party to agree to a proposal or to make a concession.

B. Requests for Negotiations

1. If either of the parties desires to terminate or modify the collective bargaining agreement, it shall notify the other party in writing during the month of March preceding expiration of the collective bargaining agreement between the Board and the V-SEA. Written notification shall be addressed to the President of the V-SEA or to the Superintendent, as the case may be. The parties shall set a mutually agreed time for the initial negotiations session, to be held within approximately three (3) weeks of receipt of the notice requesting negotiations to begin.
2. If no notice to negotiate is given by the V-SEA or the Board during the timeline outlined above, the collective bargaining agreement is renewed for a term of one year.
3. At the initial session, the teams shall submit in writing all their detailed proposals for Negotiations. The items proposed will constitute the total negotiation. No new items shall be submitted thereafter except upon the mutual agreement of both parties. Any items not submitted for negotiations and in the current collective bargaining agreement will remain in full force and effect in the new agreement.

C. Ground Rules

Before the first negotiation session, both parties shall set a mutually agreed time to prepare specific ground rules. Usually such ground rules will be within the parameters of A-L, but exception may be made by mutual consent.

D. Representatives

Negotiations shall be conducted by teams representing the respective parties. Each team shall consist of no more than four (4) members inclusive of professional consultants or professional negotiators. The selection of the team shall be at the sole discretion of each party. Each team shall select a chief spokesperson who shall attend all sessions unless otherwise agreed by the parties.

While no final agreement shall be executed without ratification by both parties, 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.

E. Exchange of Information

The Board and the V-SEA agree to provide to each other, upon request, materials considered matters of public information concerning the issue(s) under consideration.

F. Assistance and Study Committees

Either party may call upon professional and lay persons to consider and make suggestions concerning matters under discussion.

G. Negotiation Meetings

Negotiation meetings shall be scheduled at the request of the parties and until negotiations are concluded. All meetings shall be held in closed session, and no electronic devices of any type shall be permitted in negotiation meetings.

Meetings shall be held between the teams at mutually agreed times and places. Meetings shall be scheduled at reasonable intervals, within fifteen (15) working days, to avoid conflict and interference with school and employment schedules.

The negotiations period shall be forty-five (45) calendar days from the initial session.

H. Release of Information/News Releases

Release of information regarding negotiations to persons other than the members of the bargaining unit, the V-SEA, and the Board must be mutually agreed upon by the parties.

Neither party shall make a release to the news media regarding negotiations so long as good faith negotiations are in progress.

I. Agreement

When agreement is reached on all items subject to negotiations by the parties hereto, it shall be reduced to writing. Both parties shall review the agreement together to determine the accuracy of the transcript. If the agreement is then in satisfactory form, the proposed agreement shall be first submitted to members of the bargaining unit according to the V-SEA constitution for ratification and adoption. If ratified and adopted by the V-SEA, it shall then be submitted to the Board for ratification and adoption. When adopted by the Board, the resolution approving the agreement shall become part of the official Board minutes and shall be binding on both parties. Said agreement shall be signed by the Board representatives and the V-SEA representatives.

J. Dispute Settlement Procedures

The following constitutes a dispute settlement procedure mutually agreed to by the parties pursuant to ORC Section 4117.14 C.(1)(f):

1. If agreement is not reached within forty-five (45) days following commencement of negotiations, either party may at any time thereafter request the employment of a mediator.

However, after forty-five (45) days from commencement of negotiations should either side request that negotiations be extended before mediation and if both parties mutually agree to do so, negotiations before mediation will be extended up to thirty (30) additional days making a total number of days for any one negotiating session seventy-five (75) days from the day of the initial meeting.

2. Mediation – Mediation will continue for thirty (30) days unless both parties mutually agree to extend the process. The mediator shall be obtained through the Federal Mediation and Conciliation Service and be agreeable to both parties.
3. The assigned Mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties. The Mediator has no authority to recommend or to bind either party to any agreements.
4. In the event there are costs and expenses for such service, the costs shall be shared equally by the Board and the V-SEA.
5. Fact Finding – If no agreement is reached during such mediation and if the mediator declares that an impasse still exists, a fact finder shall be mutually selected from a list of qualified Ohio residents provided by the American Arbitration Association or the State Employment Relations Board. The fact finder, shall under such rules as he/she may establish, issue findings of fact and recommendations on unresolved issues to the Board and to the V-SEA not later than fourteen (14) days after his/her appointment, unless the parties mutually agree to an extension. Such recommendations may be accepted or rejected according to the procedures in ORC Section 4117.14(6). Thereafter, the parties shall have the rights established by ORC Section 4117.14(D).

K. Printing of the Agreement

Within thirty (30) working days after signing, the contract will be made available to all certificated employees and Board members. The Superintendent's Office will be responsible for the typing of the final approved negotiated contract. A final electronic copy will be kept on file at the Superintendent's Office and a copy sent to the V-SEA President.

L. Protocol

No action to coerce, censor or penalize any participant in negotiations shall be taken or implied by any other negotiator or representative of either party to this agreement as the result of any lawful conduct by any of said individuals. The parties agree to conduct themselves in a professional manner.

ARTICLE III – EMPLOYEE WORK DAY/YEAR

A. Length of Work Day/Year

The employee's work day shall be seven and one-half (7-½) hours in length, and 185 days per year, unless mutually agreed by the Building Director and the building staff representative appointed by the V-SEA, or other exceptions approved by the Building Director.

B. Beyond Normal Work Day

If necessary, beyond the normal work day, employees shall meet with parents at the request of a parent at a time mutually agreed upon by the employee and the parents.

C. Master Schedule

By the end of the school year check out, all instructors shall be notified of his/her tentative teaching assignments and agreed upon work schedules for the following school year. Should a change in these assignments be necessary, due to student enrollment or staff realignment, the instructor shall be notified as soon as possible.

D. Preparation Time

Teacher preparation time shall meet the state minimum requirements. This preparation time may be before or after the student day. Each staff member affected shall inform the Building Director prior to May 15 as to his/her preference. No additional duties shall be assigned during the preparation time except for staff meetings and parent-teacher conferences.

E. Youth Club Activities

The Board agrees to designate a pool of \$17,000 for teachers/advisors having 80% of his/her students join the respective clubs (BPA, DECA, FFA, FCCLA, FEA, CBI, and SkillsUSA) the previous year for Department of Career, Technical, and Adult Education sanctioned State and National Leadership and Competitive youth club activities. Distribution of these funds shall be at the discretion of each committee composed of representatives from (BPA, DECA, FFA, FCCLA, FEA, CBI, and SkillsUSA) each serving as its own committee. Each club (BPA, DECA, FFA, FCCLA, FEA, CBI, and SkillsUSA) will be required to submit one "Designation of Disbursement" form to the V-SEA Secretary by January 1st of the current school year in order to receive its disbursement. This form will be made available each September by the V-SEA. Said distribution shall be submitted to the Treasurer's Office by the V-SEA Secretary prior to the February School Board meeting of the current school year.

F. Advisory Committees

With the assistance of the administration, career and technical program instructors shall form and annually update their program advisory committee. Each program advisory

committee shall meet at least twice a year. A written summary shall be submitted to the Director within ten (10) working days after the meeting.

G. Early Morning Duty

Certified staff members shall assume no early morning school duties unless compensated with equal time at the building Director's discretion.

H. Evaluations

1. The purpose of this evaluation procedure is four-fold.

- a. Improve the quality of the instructional program of the school district.
- b. Improve the competency and performance of the instructional staff by recognizing the employee's strong points and helping employee's correct noticeable weaknesses.
- c. To maintain an accurate, objective record of an employee's performance, and qualifications as a teacher at Vanguard-Sentinel Career & Technology Centers.
- d. To provide a basis for employment decisions and removal of poorly performing employees.

2. Procedure

- a. The Director and/or certified administrator within the District is responsible for the actual evaluation. The Director shall be responsible for making contract recommendations to the Superintendent. The Superintendent in turn shall make a contract recommendation to the Board of Education. The information resulting from the evaluation must be considered by the Director in making his/her recommendation.
- b. All employees prior to September 1 of each year shall be advised as to the evaluation procedures and instruments and shall be informed as to who shall observe and evaluate their performance and what the scope of the evaluator's authority will be.
 1. Employees shall be evaluated a minimum of one (1) time per year and shall consist of at least two (2) classroom observations of thirty (30) minutes each and classroom walkthroughs. An evaluation for an employee who is recommended for non-renewal shall consist of at least three (3) classroom observations of thirty (30) minutes each and classroom walkthroughs.
 2. Evaluators shall complete written reports for each observation and a copy of each report shall be provided to the employee within ten (10) days. A conference between the employee and the evaluator shall be held within ten (10) days of the time of each observation. The conference on the second observation shall be combined with a conference to review the results of the evaluation.

3. All employees, shall have their final evaluation completed by May 1 and shall receive a written copy of the evaluation results by May 10.

3. Evaluation Reports

- a. Written evaluation reports shall point out the various strengths of the employee and will inform the employee of those areas that are in need of improvement. The duty of the evaluator will be to assist the employee in achieving goals by listing specific recommendations for necessary improvements in his/her job performance and the means by which the employee may obtain assistance in making such improvements. Each employee shall be provided assistance to correct professional difficulties and the time to incorporate the recommended changes.
- b. A copy of the dated evaluation report shall be given to the employee for signing before being placed in his/her personnel file. The evaluation report shall include a place for the employee's signature which indicates that he/she has seen but does not necessarily agree in total or in part with its contents. Employees may make written comments, in addition to the evaluator's conclusions, which will be included with the evaluation.
- c. The evaluation form shall be used uniformly for all employees. It shall be the only form used for evaluation and shall cover an employee's teaching performance.
- d. Section H is subject to any changes in teacher evaluation and pursuant to O.R.C. §3319.112. Boards of education are required by O.R.C. §3319.111 to adopt a standards-based teacher evaluation policy that conforms with the framework developed by the state board of education. Any changes in the education framework and or ORC in regards to teacher evaluation, the Board will meet and consult with V-SEA on implementation of new legal requirements for teacher evaluation.

I. Personnel Files

1. The Board shall maintain an official personnel file system on each bargaining unit member which shall be limited to one (1) file. One file shall be located in the central office. A teacher may see his/her individual file upon request and may be accompanied by a person or persons of his/her choice. The teacher may make a copy of any information in his/her file. The administration may also have a representative present.
2. The maintenance of the file shall be in accordance with ORC Section 1347.05.
3. A unit member shall be given a copy of any material placed in his/her personnel file, except grade transcripts, simultaneously with the placement of said material in the file. Where the material concerns the unit member's job performance, the unit member shall sign the copy placed in the file to acknowledge receipt. The unit member may place a response to any material placed in the file.
4. Letters or other communications of commendation or award pertinent to the unit member's professional performance shall be placed in the unit member's file upon request.

5. Member shall be notified when a request is made to see their personnel file except in cases involving federal or state compliance audits.
6. Anonymous letters from parents, the community, or others will not be placed in the personnel file and shall not form a basis for any employment decision.
7. Complaints from the public may be placed in the personnel file if the following criteria are met:
 - a. A complaint to become a matter of record must be in writing, signed and a copy must be given to the employee.
 - b. An employee has the right to place within the personnel file a written response to any complaint and the administrative findings of any conferences on the complaint.
 - c. An employee involved in an administrative meeting on a written complaint shall have the right to have a V-SEA representative present.
 - d. The administration shall investigate all written complaints and no written complaint may be placed in the personnel file unless said written complaint is accurate, relevant, complete and/or timely.
 - e. If a complaint is to be placed in an employee's personnel file, the provisions of these subsections shall apply.

ARTICLE IV – VACANCY AND TRANSFER AND ASSIGNMENT

A. Definitions

1. Vacancies – shall be defined as openings in positions covered by this Agreement, caused by resignation, retirement, non-renewal or termination, or creation of a new position or transfer.
2. Transfer – shall be defined as a reassignment to a position different than the position currently held.
3. Voluntary Transfer – shall be defined as a reassignment caused by the employee's application and/or acceptance for a vacancy.
4. Involuntary Transfer – shall be defined as a reassignment caused by the Superintendent without application by employee.

B. Posting of New Positions and Vacancies

After the Board has acted upon the position (i.e. accepted a resignation, resignation for retirement, approved a new position), and if and when the position is to be filled on a permanent basis, the Superintendent shall inform current employees of the vacancy by posting the vacancy on the School District's official website and by email. Notices shall be mailed to all employees who are suspended under the RIF process. Vacant positions shall be posted in all Centers.

C. Request for Transfer and Assignment

An employee who wishes to transfer to a different building, or wishes to be assigned to a new or different teaching position shall make the request to the Superintendent by filling out a Voluntary Transfer Form in duplicate, with one (1) copy for the Superintendent and one (1) for the teacher. The transfer form shall include:

1. Name of the party requesting the transfer.
2. Present location and building assignment.
3. Date of filing request.
4. Date when the transfer requested is to be effective.
5. Position requested in transferring.
6. Signature of the requesting party.
7. Qualifications for the position requested including attached copy of proper certification or statement that such information is on file.
8. Length of time in present position.

The Voluntary Transfer Form shall be provided to all members of the bargaining unit by the V-SEA.

D. Voluntary Transfer

When employees wish to voluntarily transfer from their current teaching assignments, the following procedures shall be followed:

1. Employees who wish to apply for a vacancy shall inform the Superintendent in writing within ten (10) days of the posting of the vacancy.
2. Employees will be given preferential consideration for vacancies over new hires.
3. Such factors as certification, experience, education, overall effect upon program operations, and others will be used in the determination.

E. Involuntary Transfer

In the event that a certified employee is to be transferred involuntarily, the procedure shall be:

1. Employees shall be informed, in writing, at least seven (7) calendar days in advance of a transfer.
2. An employee may request a hearing with the Superintendent to discuss the reasons for the transfer.
3. If the employee makes no request for a hearing within ten (10) days of the receipt of the notice of the impending transfer, the transfer shall be considered final.

4. If the employee makes a request for a hearing within ten (10) days of the receipt of his/her transfer assignment, the employee shall be granted a hearing and may have a representative from the V-SEA present.
5. The Superintendent shall inform the employee within ten (10) working days of the conclusion of the hearing as to his/her final decision. The decision of the Superintendent shall be final and binding on the staff member.

ARTICLE V – SENIORITY

- A. Seniority shall be defined as the length of continuous service as a bargaining unit member under regular full-time and/or part-time employment in the district.
 1. Seniority shall begin to accrue from the first day worked in the district to the most recent period of continuous service.
 2. Seniority shall continue to accrue for all employees on active pay status or receiving worker compensation benefits arising from an injury occurring from employment with the district. District approved unpaid leaves of absence will not interrupt seniority, but time spent on such leave shall not count towards seniority.
 3. Part-time employees shall accrue prorated seniority based upon the percentage of time worked during the work day and the number of days worked during the school year.
 4. Full-time employees shall accrue one year of seniority for each school year worked of at least 120 work days.
 5. No employee shall accrue more than one year of seniority in any school year.
- B. Grouping of Seniority
 1. Each teacher shall be placed in their program or content area by areas of certification or licensure for Reduction in Force or transfer to other openings within the district.
 2. Teachers who have certification and/or licensure in more than one program area will retain grouping seniority status in more than one area as long as they hold a valid license or certification to teach that area, and have taught in that area for a minimum of one year in this school district. It shall be the responsibility of an employee to provide the Office of Superintendent with copies of all active certificates and/or licenses held, including those areas that the employee has taught previously in the district for a minimum of one school year.
- C. Posting of Seniority List
 1. The seniority list shall be posted annually by September 25th on the School District's Web Site. The employer shall prepare the seniority list then provide the V-SEA President a written and electronic version for member distribution.

2. The seniority list shall include the following listed:
 - a. Teacher's name
 - b. Areas of certification and/or licensure
 - c. Date of hire/time of hire if applicable
 - d. Contract status (limited or continuing)
 - e. Other areas taught for at least one school year in the district
 - f. Total years of continuous service

3. The names of employees on the seniority list shall appear in seniority ranking order within the teachers' licensure and/or certification, contract status, with highest tenured seniority appearing at the top of the listing and the name of the least senior limited contract employee appearing at the bottom of the listing.

4. Each employee shall have a period of thirty calendar days after posting the seniority list in which to advise the V-SEA President in writing of any inaccuracies that affect his/her placement on the seniority list. V-SEA President shall notify the Superintendent of the inaccuracies and make such adjustments in order and give the updated list to the V-SEA President for re-distribution. No protest shall be considered after thirty calendar days of the posting of the seniority list and the list shall be considered final until the next posting.

ARTICLE VI – REDUCTION IN FORCE

- A. 1. When by reason of decreased enrollment of pupils, discontinuation of a program, return to duty of regular employees after leaves of absence, or by reason of suspension of schools, or territorial changes affecting the district, or insufficient revenues, loss of funding source, or staff realignment, the Board of Education decides that it shall be necessary to reduce the number of employees, it may make a reasonable reduction. The Board may proceed to suspend contracts in accordance with the recommendation of the Superintendent of Schools who shall, within each teaching or guidance field affected, give preference to employees on continuing contracts. Such preference, however, shall only be granted when the employee under consideration has proper certification. The Board shall not give preference to any employee based on seniority, except when making a decision between employees who have comparable evaluations. For the purposes of Reduction in Force, all evaluations will be considered "comparable" for three years so that sufficient data can be obtained.

2. Any program with a combined FTE of 10 or less shall be given warning of possible discontinuation of the program. The second consecutive year of low enrollment of 10 FTE or less will result in discontinuation of the program for the following school year.

The instructors of discontinued programs shall be notified of contract suspensions by May 31st. All efforts will be made to keep instructors employed through transfers that may exist over the remainder of the year or during the summer months.

Only in special circumstances will exceptions be made and only at the discretion of the Superintendent of Schools. Exceptions may include special education programs where suggested maximum numbers of students is less than ten (10), academic programming, satellite programs, and new “start up” programs.

- B. Employees, whose continuing contracts are suspended, shall have the right of restoration to continuing service status if and when teaching or guidance positions become vacant or are created for which any of such employees are or become qualified. However, seniority shall not be the basis for rehiring an employee, except when making a decision between teachers who have comparable evaluations. Employees must accept in writing a reinstatement offer within two (2) calendar weeks after the offer is made by the Superintendent who shall notify by letter the employee at his/her last known address. Said employee shall return to the salary schedule at a position which shall reflect his/her current experience and educational status. Failure to accept the written offer for any reason shall terminate any reinstatement responsibility which the Board has to that employee, so long as the position offered is not less hours than the position previously held by the employee. No employee shall have reinstatement rights for more than two (2) school years following the suspension of his/her contract. In order of contract suspensions, employees on continuing contracts shall, provided other stipulations in this section are met, have priority over employees who have seniority in the district but who are without a continuing contract. Seniority is defined as continuous full time employment by the Board.
- C. When reduction in force is necessary, the Vanguard-Sentinel Career & Technology Centers Superintendent and/or building Director shall meet with the V-SEA officers at the request of the staff member involved. This meeting is to explain the need and discuss alternative ideas.
- D. This Article is subject to the statutory requirements of ORC 3319.17 and the provisions of the statute prevail over any conflicting provisions within this Agreement.

ARTICLE VII – LEAVES OF ABSENCE

A. Sick Leave Policy

1. Employees shall accumulate sick leave at the rate of 1 ¼ days per month for a total of 15 days per year.
2. Unused sick leave shall accumulate to a maximum of one hundred ninety (190) days for 2014-2015, one hundred ninety five (195) days for 2015-2016, and two hundred (200) days for 2016-2017. Any sick days forfeited in the year an employee retires due to the maximum being reached will be returned retroactively to the employee at the end of the year if the employee is not already retiring with the maximum balance of (190) days for 2014-2015, (195) days for 2015-2016, and (200) days for 2016-2017.

3. It is the responsibility of the employee transferring sick leave to Vanguard-Sentinel Career & Technology Centers to have a certified record of unused sick leave filed with the Treasurer. For purposes of this Article, an employee may only transfer sick leave earned from another Ohio public agency, subject to the restrictions of ORC Section 3319.141.
4. Regular part-time employees shall be entitled to sick leave for the time actually worked and shall accrue said days on a pro-rata basis.
5. With the approval of the Superintendent, sick leave with pay may be used for the following purposes.
 - a. Absence of the employee due to illness, injury, or exposure to contagious diseases which could be communicated to other employees or school children.
 - b. Absence of the employee due to emergency illness of someone in the employee's immediate family. Immediate family is defined as the employee's spouse, children, stepchildren, stepparents, parents and parents-in-law, and significant other (to be disclosed yearly to building administrator). Other relatives living in the home are also included as immediate family. An employee may use personal business leave for emergency illness of relatives not included in the above definition of immediate family. If an unusual circumstance arises to which an employee feels an exception to the above policy justifies consideration, an exception may be made at the discretion of the Superintendent.
 - c. Absence of the employee, up to five (5) days for any one occurrence, due to the death in the immediate family of an employee. Death in the immediate family of an employee is defined to mean the death of a parent, stepparent, sibling, child, stepchild, spouse, grandparent, grandchild, parent-in-law, brother or sister-in-law, son or daughter-in-law, and significant other of said employee. Sick leave used under section c will not be counted against employee for performance pay purposes.
 - d. Absence of a female employee due to pregnancy. A pregnant employee may use accumulated, paid sick leave for (a) disabilities resulting from the pregnancy, and (b) for her period of recuperation from the pregnancy. Normal leave is limited to ten (10) weeks in length per occasion (four weeks prior to the birth and six weeks after the birth). The employee shall notify the Superintendent in writing the anticipated dates of any leave as early as practical. In the event that the period of disability begins sooner or exists longer than the normal period as stated above, the Superintendent may require a statement from the employee's doctor

substantiating the illness. In the event that an employee is deficient in accumulated sick leave, elects not to use accumulated sick leave or desires additional leave due to the pregnancy, rules of the Family Medical Leave Act (FMLA) apply.

- e. Absence of a new father for up to five (5) days at the time of birth to assist in the care of the mother and/or child. This does not preclude further use of sick leave by the father if complications arise.
6. New employees shall be credited five (5) days sick leave in advance which will be part of the fifteen (15) days that can be accumulated.
7. The employee may be required to furnish a satisfactory affidavit that his/her absence was caused by the reason stated on the employee absence form.

B. Family Medical Leave Act

The Board will provide leave to eligible employees consistent with the Family Medical Leave Act (FMLA). Eligible employees are entitled to up to twelve (12) work weeks of unpaid family and medical leave in any twelve (12) month period. Sick Leave and Family Medical Leave shall run concurrently. The Board will continue to pay the Board's share of the employee's health benefits during the leave. In addition, the Board will restore the employee to the same or a similar position after the termination of the leave, in accordance with Board policy.

1. FMLA leave may be granted to an eligible employee for the following reasons:
 - a. The birth and first year care of a child;
 - b. The adoption or foster placement of a child;
 - c. The serious illness of the employee's spouse, parent, and/or child;
 - d. The employee's own serious health condition which keeps the employee from performing the essential functions of their job.
2. An eligible employee is that employee who has worked for the Board for at least twelve (12) months and is eligible for twelve (12) work weeks of FMLA leave during a twelve month period, providing the employee has worked at least 1250 hours in the twelve (12) months preceding the beginning of the leave. The employee must notify the Board in writing of their request at least 30 days prior to the date when leave is to begin. When the leave is unforeseeable, the employee must notify the Board in writing as early as practical.
3. Regulations of the FMLA Act will apply to all employee requests for leave under this provision.

C. Personal Business Leave

The Board recognizes that there are occasions whereby all employees need to attend to business matters which cannot be performed outside regular working hours. These occasions may be attended to by the granting of personal business leave upon the approval of the Superintendent's office. However, such leave may be refused if a capable substitute is not available. Two (2) days of personal business leave per year may be granted to each employee.

The examples for which personal business leave may be granted are as follows:

1. Death of a close friend or relative not in the immediate family.
2. Probating of wills.
3. Graduation exercises of family members.
4. The appearance in court as witnesses or other similar events over which the employee has no control.
5. Military personnel leaving for overseas.
6. Emergencies
7. To handle personal business/legal/financial matters.
8. Other comparable reasons.
9. Travel issues due to weather related events.

The following examples will be considered inappropriate for the planning of personal business leave:

1. Shopping trips.
2. Hunting and fishing trips.
3. Beauty appointments.
4. In conjunction with other leaves of absence.
5. Normally, the day before or the day after a vacation period or holiday. An exception may be made for extreme emergencies at the discretion of the Superintendent in extra-ordinary circumstances.
6. Any medical, dental or vision appointments or any other circumstance that would qualify as sick leave.
7. Other comparable reasons.

When possible, the employee should apply for such leave one week in advance. Personal leave may not be used for any other leaves covered in the Agreement.

A personal business leave request will go unquestioned by the administration; however, the employee agrees to use their personal leave in accordance with the above.

D. Jury Duty Leave-Court Subpoena

Any full-time employee who is required to serve on jury duty on days that school is scheduled to be in session will receive full salary during the period of such service, subject to their prompt remittance to the Treasurer of the Board of Education of an amount equal to the compensation paid them for such jury duty.

Any full-time employee subpoenaed as a witness due to a school-related case or incident shall receive the difference between their regular compensation and the re-numeration received as a witness. Such time spent as a subpoenaed witness will not be charged against any form of leave to which an employee is otherwise entitled.

E. Military Reserve/National Guard Leave

The Board of Education and the V-SEA agree to abide by and follow all state and federal laws concerning the granting of military leave of absence.

F. Unpaid Leave

An unpaid leave of absence of up to one (1) year may be granted for the purpose of obtaining a degree or updating trade skills. The leave may only be taken for the purpose of pursuing coursework directly related to the employee's assigned position or gainful employment in the employee's trade area at the discretion of the Superintendent of Schools. The cost of employee health benefits may be retained during the leave of absence on an equally shared cost basis. Notification of such leave request must be made by the end of the preceding school year and is subject to qualified substitute availability. This leave may also be available for less than a full school year.

G. Continuous Service

Leaves of absence approved by the Board shall count toward continuous service status so long as the employee on leave returns immediately following termination of the leave.

H. Supplemental Contracts

Leaves of absence cannot be used to fulfill the obligation of a supplemental contract.

ARTICLE VIII – GRIEVANCE PROCEDURE

A. Grievance Policy and Objectives

The Board and the V-SEA recognize that, in interest of effective personnel management, a procedure is needed whereby employees can be assured of prompt, impartial, and fair hearing on alleged misapplication, misinterpretation or violation of the negotiated Agreement. The objective of such a procedure is to secure, at the lowest administrative level and in the shortest period of time, equitable resolutions to grievances.

B. Definitions

1. A “grievance” is an alleged misapplication, misinterpretation or violation of any provision of the negotiated Agreement.
2. A “grievant” is a professional staff member or group of professional staff members alleging a misapplication, misinterpretation, or violation of the negotiated Agreement or the V-SEA alleging a misapplication, misinterpretation, or violation of the negotiated Agreement.
3. A “day” shall be a work day during the school year and week days during the summer months except holidays.

C. Time Limits

The number of days indicated at each level of the Grievance Procedure is to be considered a maximum. However, the time limits specified may be extended by written agreement of the parties involved, provided such extension is agreed to within the time limits provided in the Grievance Procedure. If appropriate action is not taken by the grievant within the time limits specified herein or as extended by mutual agreement, the grievance will be deemed settled on the basis of the disposition at the preceding level.

D. Representation in Grievance Procedures

1. The grievant(s) may have a representative(s) present at any stage of the formal grievance procedure. Such representation shall be with approval of the V-SEA.
2. No employee, at any stage of the formal grievance procedure, will be required to meet with any administrator without V-SEA representation.

E. Procedure Steps

Step One: Informal Step

1. A grievant who believes that he/she has a grievance shall discuss the matter informally with the administrator directly involved within fifteen (15) days after the date of the occurrence or the date when the employee became aware of the event upon which the grievance is based. He/she has the right to discuss the issue with a V-SEA representative before, during and/or after the meeting. The grievant may be represented or accompanied by a V-SEA representative.
2. Both parties shall make a sincere and determined effort to resolve the grievance at this level as soon as possible in an informal manner. If a grievant is not satisfied with the resolution, he/she shall follow the formal grievance procedure.

Step Two: Building Director/Immediate Supervisor

1. Upon completion of the informal step, the aggrieved shall seek the assistance of the V-SEA grievance committee. At this time the committee will review the facts of the case and determine if a formal written grievance is warranted.
2. If the matter is not resolved at the informal step, the grievant, if authorized by the V-SEA grievance committee, shall submit the grievance, in writing, to the Director or immediate supervisor within five (5) days after the informal discussion. Within five (5) days after the grievance has been filed with the Director or immediate supervisor, the Director or immediate supervisor will meet with the grievant in an effort to resolve it. The grievant may be accompanied at this meeting by a representative of the V-SEA. The administrator shall render his/her decision, in writing within five (5) days after such meeting.

Step Three: Superintendent and/or Designee

1. If the grievant is not satisfied with the decision of the Director or immediate supervisor at Step Two, or if no decision has been rendered in the time allowed, the grievance shall within five (5) days thereafter be delivered to the Superintendent. Within ten (10) days of the receipt of such grievance, the Superintendent will meet with the grievant, the V-SEA grievance chairperson. The Superintendent shall render a written decision to the grievant and the V-SEA within five (5) days after such meeting.

Step Four: Board of Education

1. If the Superintendent's decision is not satisfactory to the grievant and to the V-SEA, or if no decision has been rendered in the time allowed, the grievant may appeal, in writing to the Board. The Superintendent shall place the matter on the agenda for the next regular meeting of the Board. The grievant(s) shall have the right to be represented by the V-SEA grievance chairperson. The President of the Board, designee or board legal counsel shall conduct the hearing. The Board shall render the decision of the board no later than thirty (30) days after the hearing.

Step Five: Arbitration

1. If the action taken by the Board does not resolve the grievance to the satisfaction of the grievant and the V-SEA, the grievant may within five (5) working days from the Board's decision, appeal the decision to arbitration, by giving notice to the Superintendent and by requesting a list of arbitrators from the Federal Mediation and Conciliation Service. The parties shall mutually select one person from the list of arbitrators to act as arbitrator.
2. The power of the arbitrator shall be limited to the interpretation of the expressed terms of this Agreement and the arbitrator shall have no authority to alter, add to, or subtract from the terms of this Agreement as written. Further, the arbitrator is specifically prohibited from making any award which is contrary to law. The decision of the arbitrator shall be final and binding upon the parties.

F. Miscellaneous Provisions

1. A grievance may be withdrawn at any step without prejudice.
2. No reprisals of any kind shall be taken by or against any employee for filing a grievance or participating in the grievance process.
3. No records, document or communications concerning a grievance shall be placed in the personnel file of any employee. At all times, such material will be maintained as confidential information and will be available only to the grievant, members of the Board, and administrative personnel on a need-to-know basis.
4. Cost and expenses which may be incurred in securing and utilizing the services of the arbitrator shall be the responsibility of the loser of the grievance. Each party shall be responsible for the cost of their representative and/or stenographic record.
5. Matters pertaining to the non-renewal of an employees' contract or the termination of an employees' contract shall not be the subject of a grievance. A grievance may be withdrawn at any step without prejudice. An official file of materials pertaining to the grievance shall be established by the Treasurer upon final resolution of the grievance. A copy of this file shall be given to the President of the V-SEA. This file shall be available for review upon mutual consent of the grievance committee and the Superintendent. In the event the grievance is withdrawn, then all materials will be destroyed.

ARTICLE IX – SALARY SCHEDULE

Salaries for all certificated and/or licensed personnel required by law, or by the Board regulations to have a certificate, shall be determined in accordance with the following rules. In unusual circumstances and when the welfare of the school district clearly indicates that an exception must be made, the Superintendent shall recommend such exception to the Board of Education for their approval. In cases not clearly covered by provisions of this Article, the Superintendent shall make recommendations on the basis of the most nearly related provisions.

A. Part-time Employees

The salary and benefits for a part-time employee may be negotiated with the employee or potential employee in proportion to the fractional time he/she is appointed. A part-time employee is defined as an employee who works less than 120 days per year and/or 5.5 hours per day. This subsection shall supersede the provisions of ORC Section 3317.13, 3317.14, and 3317.141.

B. Special Supplemental Employees

Employees in the bargaining unit employed on a part-time hourly basis shall be paid at the rate of \$18.13 per hour.

C. Tutors

Persons employed as tutors shall not be entitled to any additional rights and/or benefits under the provisions of the negotiated agreement, unless specifically enumerated within it. Tutors shall be compensated at the supplemental rate of pay. ORC Section 4117.10 shall take precedence and the provisions of ORC Sections 3319.11, 3319.111, 3317.13, 3317.14, and 3317.141 shall not apply.

D. Placement as to Training Classification

1. Class I – Bachelor’s Degree – An employee who possesses a Bachelor’s Degree shall be placed in Class I. A non-degreed career and technical education program instructor initially employed after July 1, 1988, meeting the minimum standards for employment, as outlined in the Pattern of Teacher Education for Career and Technical Education programs, or any career and technical education program instructor entering through the job experience vs. the college degree route, by reason of five (5) successful years of experience in industry, or a combination of post-high school training and business and industrial experience, shall be placed in Class I. All work experience must be directly related to the specific career and technical education field in which the person is to teach.

2. Class II – Bachelor’s Degree plus 15 – An employee who has earned fifteen (15) semester hours in the appropriate field, directly relating to the teacher’s position (i.e. special education, guidance, improvement in instruction, classroom management, curriculum) and at the discretion of the Superintendent, after receiving a four (4) year BA or BS degree, shall be placed in Class II. A career and technical education program instructor entering through the job experience vs. the college degree route holding a provisional certificate/first 5-year license qualifies for Class II.
3. Class III – Bachelor’s Degree plus 30 – An employee who possesses a Bachelor’s degree plus 30 semester hours directly relating to the teacher’s position (i.e. special education, guidance, improvement in instruction, classroom management, curriculum), earned after the receipt of the Bachelor’s degree and at the discretion of the Superintendent, shall be placed in Class III. A career and technical education program instructor entering through the job experience vs. the college degree route holding a professional teaching certificate/second 5-year license qualifies for Class III.
4. Class IV – Master’s Degree – A teacher who possesses a Master’s Degree shall be placed in Class IV. A career and technical education program instructor entering through the job experience vs. the college degree route and meeting the qualifications for an eight (8) year vocational certificate as established by the Division of Certification as outlined by the Ohio Plan/third 5-year license and having a Bachelor’s degree in education shall be placed in Class IV.
5. Class V – Master’s Degree plus 15 – A teacher who possesses a master’s degree plus 15 semester hours directly relating to the teacher’s position (i.e. special education, guidance, improvement in instruction, classroom management, curriculum), earned after the receipt of the master’s degree and at the discretion of the Superintendent of Schools shall be placed in Class V. Teachers who enter the profession through the work experience and high school diploma route and possess a Bachelor’s degree plus 15 semester hours directly relating to the teacher’s position (i.e. special education, guidance, improvement in instruction, classroom management, curriculum), earned after the receipt of the bachelor’s degree, having the third 5-year license and at the discretion of the Superintendent of Schools shall also be placed in Class V.

E. Change in Salary Schedule Status

Any employee requesting an increase through the Performance Pay Compensation System from one contract year to the next shall do so in writing to the Superintendent by September 1 of the new contract year.

F. Initial Placement as to Experience Classification

1. The Superintendent shall evaluate all previous teaching and work experience prior to making a recommendation for placement on the salary schedule. A maximum of ten (10) years of experience in public schools and chartered nonpublic schools in Ohio, or five (5) years military, or a ten (10) year combination of the two shall be transferable.

2. A year of teaching experience shall be defined as 120 or more days, of at least 5.5 clock hours, of actual contract teaching, including substitute teaching, in any one school year.
3. In granting credit for military service, a fraction of eight (8) or more months shall equal one year.
4. The Superintendent shall evaluate work experience prior to making a recommendation for placement on the salary schedule. In determining the years of experience for the initial employment of a Career and Technical Education teacher entering through the job experience route, two (2) years of successful work experience shall be accepted in lieu of one (1) year of teaching experience. Except in unusual circumstances when the welfare of the school district clearly indicates that an exception must be made, the maximum credit on the salary schedule shall be up to step ten (10). Effective for employees hired after July 1, 2000.
5. All work experience must be directly related to the specific 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 work experience.
6. Any employee believing that his/her position on the salary schedule will be changed by new contract language, must present evidence to the Superintendent's office by September 1 to be eligible for advancement the succeeding year.
7. Once an employee accepts placement on the Vanguard-Sentinel Career Centers salary schedule, that placement cannot be subject to future grievance or generate a claim for back pay. Acceptance is defined as signature on the employment contract. Any discrepancy discovered by the employee must be corrected within one year of his/her hire date.
8. Certified Salary Schedule for the Purpose of Initial Placement

Salary Placement Schedule					
Step	CL I	CL II	CL III	CL IV	CL V
0	34,192	35,086	36,165	37,610	39,115
1	35,086	36,165	37,610	39,115	40,677
2	36,165	37,610	39,115	40,677	42,307
3	37,610	39,115	40,677	42,307	43,996
4	39,115	40,677	42,307	43,996	45,757
5	40,677	42,307	43,996	45,757	47,586
6	42,307	43,996	45,757	47,586	49,493
7	43,996	45,757	47,586	49,493	51,472
8	45,757	47,586	49,493	51,472	53,531
9	47,586	49,493	51,472	53,531	55,671
10	49,493	51,472	53,531	55,671	57,900

During the term of the Agreement, the certified salaries on the Salary Placement Schedule shall be increased as follows:

<u>Contract Year</u>	<u>Percentage Increase</u>
2014-2015	1.5%
2015-2016	1.5%
2016-2017	1.5%

9. Adult Education Salary Schedule for the Purpose of Initial Placement

The adult education salary schedule is based on years of career and technical education teaching experience and the number of days employed as follows:

Class I	185 days of employment
Step 1	0 - 2 years career and technical education experience
Step 2	3 – 5 years career and technical education experience
Step 3	6 - 8 years career and technical education experience
Step 4	9 – 11 years career and technical education experience
Step 5	12 years and over career and technical education experience

Adult Ed Salary Placement Schedule	
Step	CL I
1	36,816
2	38,437
3	39,789
4	41,280
5	42,933

During the term of the Agreement, certified salaries on the Adult Ed Salary Placement Schedule shall be increased as follows:

<u>Contract Year</u>	<u>Percentage Increase</u>
2014-2015	1.5%
2015-2016	1.5%
2016-2017	1.5%

G. Salary and Performance Pay System

1. Initial Salary

- a. For teachers hired prior to November 1, 2013, the teacher’s initial salary shall be the amount stated on the salary notice issued to the teacher for the 2013-2014 school year.

- b. For teachers hired on or after November 1, 2013, the teacher shall be placed on the Salary Placement Schedule (or Adult Ed Salary Placement Schedule) based upon the teacher’s training and years of service to determine the teacher’s initial starting salary.
2. During the term of the Agreement, the teacher’s initial salary shall be increased as follows:

<u>Contract Year</u>	<u>Percentage Increase</u>
2014-2015	1.5%
2015-2016	1.5%
2016-2017	1.5%

3. Salary Schedules

There shall be no salary schedule for the purpose of advancement or increase in salary based upon a teacher’s training/education or years of service. Additionally, there shall be no “catch-up” for the 2012-2013 and 2013-2014 contract years where no salary step advancement occurred.

4. Performance Pay System

Teachers may earn increases in salary based upon the number of points earned by a teacher during the duration of the Agreement. Each one hundred (100) points earned by a teacher results in a one percent (1%) increase in the teacher’s salary. Each teacher may earn a maximum of 300 points, up to a three percent (3%) total increase in salary, during the period beginning with the 2013-2014 school year through June 30, 2017. All points are cumulative until turned in by the teacher for an increase in salary. Requests for an increase in salary must be made in accordance with Article IX, Section E of this Agreement.

Points may be earned as follows:

- a. Student Performance (300 points maximum)
 - 1. Enrollment/Retention at or above 90% Capacity, or at or above 90% Retention. (20 points)
 - 2. Technical Skill Attainment of 93% or above, or State “A” Grade. (20 points)
 - 3. Job Placement at or above 93%. (20 points)
 - 4. Industry Certifications. (2 points per student)
 - 5. District or Building Report Card – State “A” Grade. (All staff in Building or District to receive 10 points per category)

6. Above Expected Level of Student Growth. (35 points)
7. ODE End of Course Exams at or above 93%, or State “A” Grade. (35 points)
8. Student Organization Results – State Contest Champion. (5 points)
9. Student Organization Results – National Contest Champion. (10 points)

b. Professional Development (100 points maximum)

College credit or contact hours completed in addition to the amount of hours required for or to maintain certification:

- Six (6) extra semester hours or equivalent and or attaining Lead Professional License (100 points)
- Five (5) extra semester hours or equivalent and or attaining Senior Professional License. (83 points)
- Four (4) extra semester hours or equivalent (67 points)
- Three (3) extra semester hours or equivalent (50 points)
- Two (2) extra semester hours or equivalent (33 points)
- One (1) extra semester hour or equivalent (16 points)

c. Positive Image/Work Ethic (100 points maximum)

1. Community Service documented through the LPDC System. (1 point per hour up to 20 point maximum)
2. Community Organization Involvement documented through the LPDC System. (20 points)
3. Student Contact after School Hours excluding hours used towards extended time or supplemental pay:
 - 100 Documented Hours (50 points)
 - 75 Documented Hours (35 points)
 - 50 Documented Hours (25 points)
 - 25 Documented Hours (10 points)
4. Highly-Qualified Teacher. (10 points)
5. Accomplished Teacher Performance Rating. (10 points)

- 6. Annual Use of Sick Days:
 - 0 Sick Days Used (25 points)
 - 1 Sick Day Used (14 points)
 - 2 Sick Days Used (13 points)
 - 3 Sick Days Used (12 points)
 - 4 Sick Days Used (11 points)
 - 5 Sick Days Used (10 points)

- 7. Annual Use of Personal Leave
 - 0 Personal Days Used (20 points)
 - 1 Personal Day Used (10 points)

d. If any dispute arises based upon the denial of points requested by a teacher, the Superintendent will meet with the teacher requesting the points and the Performance Pay Committee (comprised of three teachers) to discuss the denial. Following the meeting, the Superintendent will decide whether to award or deny the points requested by the teacher.

D. This Article shall supersede any conflicting provisions of ORC Sections 3317.13, 3317.14, and 3317.141.

ARTICLE X – CONTRACTS AND BENEFITS

- A. Extended Service
 - 1. Working days per week shall ordinarily be five (5) and shall be scheduled with the building Director’s approval.
 - 2. During extended time, the work day, normally 7.5 hours, shall be reduced to six (6) hours.
 - 3. Extended time may not be worked during school hours.
 - 4. No unemployment claim may be made based on a revision in extended time.
 - 5. Extended time payments are made only when properly approved timesheets are submitted to the Treasurer’s Office. Extended time days worked from July 1 to April 30 must be submitted for payment by May 31 of the current school year. Extended days worked from May 1 to June 30 must be submitted for payment by August 31.
 - 6. The only fractional part of an extended service day that may be recorded is one half (1/2), which is three (3) hours in length.

7. Extended service is to be approved at the increment level as approved by the State Department of Education. Employees shall be paid in accordance to where they fall on the state minimum salary schedule for reimbursement purposes.
8. Extended time may be given to employees for the following purposes:
 - a. New instructors required to attend pre-service – up to twenty (20) days.
 - b. Second year non-degreed career and technical education program instructors required to attend in-service, up to ten (10) days.
 - c. Instructors reassigned to a new program/area of instruction – up to ten (10) days.
 - d. Rewriting an existing course of study, as per the administration – up to five (5) days or teachers working on rewriting an existing course of study shall be granted time off during the work day with substitutes provided by the administration.
 - e. Attendance at workshops and seminars during days that school is not in session.
 - f. As mandated by the State Department of Education.
 - g. Home visits.
 - h. Student contact. Days can be used for the advisor’s attendance at student events, contest, camps and conferences.
 - i. Contact with employers to establish job sites and or check on student progress.
 - j. Conferences and meetings as assigned by the Superintendent.
 - k. Time paid by another agency through Vanguard-Sentinel Career & Technology Centers.
 - l. Lab preparation by new instructors.
 - m. As mandated by the Superintendent for professional development.
 - n. Other reasons as determined by the Superintendent with prior approval. Note: No extended time may be used during a regular school contract day and only one extended time day may be used within a twenty-four (24) hour period.
9. Those reasons not meriting extended time shall include:
 - a. A curriculum or course of study written for college credit or certification.
10. Any instructor who needs extended time must submit an extended time proposal form to the Superintendent by March 31 for the forthcoming contract year.

11. A pool of 975 extended time days will be established to be distributed by the Superintendent upon reviewing each instructor's extended time proposal.
12. Any instructor who feels he/she has been awarded excessive extended time days may donate those days back to the extended time pool. Days unallocated after June 15 may be allocated to instructors for reasons such as competition, national leadership, special events, new equipment setup/updates, and other comparable reasons that the instructor was not aware of as of March 31.
13. Any instructor submitting an extended time proposal will receive notification from the Superintendent's office as to the exact number of days awarded, prior to the conclusion of the current school year.
 - a. An instructor wishing to challenge the number of extended time days awarded may request a hearing with the Superintendent.
14. An instructor wishing to challenge the number of extended time days awarded after hearing with the Superintendent may request a hearing with the Board. The instructor may request and have present with him/her a member of the V-SEA.
15. An extended time bank of fifty (50) days shall be established. These days shall be awarded by the Superintendent for such reasons as, but not limited to, new hires including a mentoring instructor, a retiring instructor providing training for a new hiree, program/related class curriculum coordination, equipment updates, and any other comparable reason. Any unused extended time days will accumulate in the extended time bank.
16. The length of extended time contracts may be increased or decreased from school year to school year.
17. Supplemental contracts issued for extended time automatically expire at the end of each school year.

B. Insurance

1. Effective for the duration of this negotiated agreement, the Board will offer the Option 6 and Option 5 plans with the San-Ott Insurance Consortium at the following tiers: employee only; employee plus spouse; employee plus children; family.
2. The Board shall pay eighty-five percent (85%) of the base premium cost for Option 6, and seventy-five percent (75%) of the base premium cost for Option 5, and the employee shall pay the remainder for the coverage chosen.

The San-Ott Board determines the base premium for each tier of each Option which is determined by a base score on a result-based wellness screening. The Board cost of insurance will be the same for any employee enrolling in an identical Option and tier with the employee assuming 100% of the risk/reward for a screening score at a level higher or lower than the base score. Any increases in premium rates after June 30, 2017 shall be split evenly 50% (fifty percent) between the teacher and the Board. The Board will contribute \$900.00 per year in 2015, 2016 and 2017 for an employee electing single coverage under Option 6, and \$1,800.00 per year in 2015, 2016 and 2017 for an employee electing employee plus spouse, employee plus children, or family coverage under Option 6 into a health savings account. The health savings account contributions will be made in January of each respective year.

3. The benefits provided to employees by Section 125 of the Revenue Act of 1978 shall be made available to any bargaining unit member so requesting that their benefit elections be nontaxable. An amount not to exceed fifty percent (50%) of salary may be set aside by the employee for the selection of benefits, under Section 125 of the Internal Revenue Code, which includes the nontaxable benefits of major medical, disability, cancer, dental, non-reimbursed medical, and dependent care. This plan shall be administered by the employer with an insurance provider as the enroller and record keeper of the plan. The insurance provider shall provide the school district a hold harmless and a record keeping agreement that shall further hold the employer risk free under the IRS provisions regulating non-reimbursed medical payments. This shall take effect August 1, 1994.

The employer nor the employee shall incur any fees for the setup, enrollment and administrative services provided unless one of the parties agree to pick up any fees at a later date.

4. The Board shall make available, through Board selected medical facilities and or personnel, at no cost to the employee, the Hepatitis "B." vaccination series and post-exposure evaluation and follow up in the event there is an occupational exposure.

C. Contracts: Certificated Employees

1. Regular Contracts

All contracts issued to a certificated employee(s) by the Board shall be in writing and signed by officers as provided by law.

- a. All employees new to the Vanguard-Sentinel Career & Technology Centers shall be issued a one (1) year probationary contract.
 - b. If re-employed, the second contract shall be for one (1) year limited contract.
 - c. If re-employed and evaluations are satisfactory, the third and subsequent contract issued to such employee shall be a two (2) to five (5) year limited contract.
2. Continuing Contract
- a. It is the individual teacher's responsibility to give written notice to the Superintendent of expected eligibility for continuing contracts status by March 15 of the school year in which the Superintendent may recommend a continuing contract to the Board for approval. Failure to provide the written notice by March 15 will not obligate the Board to employ the teacher on a continuing or probationary limited contract for the following school year; rather, it may renew or non-renew the teachers limited contract at its April meeting without considering the possibility of eligibility for a continuing contract.
 - b. To be eligible for a continuing contract, a certificated employee must hold a professional, permanent, or life teacher's certificate, or a professional educator license, subject to certain continuing education requirements. Must have taught in the district for at least three of the last five years; or must have served two years in the district if continuing contract status has been attained elsewhere.
3. Re-Employment Procedures (ORC Section 3319.11)
- a. The following procedures will be observed in the re-employment of employees under limited or continuing contracts:
 - 1. An employee employed under a limited contract and not eligible to be considered for a continuing contract, is, at the expiration of such limited contract, automatically re-employed unless the Board, acting upon the Superintendent's recommendation, gives such employee written notice of its intention not to re-employ him/her on or before April 30.
 - b. The following procedures shall be observed in the re-employment of employees who are eligible for continuing contracts:
 - 1. When an employee eligible for a continuing contract is recommended by the Superintendent, for re-employment, a continuing contract shall be entered into between the Board and such employee unless by a three-fourths ($\frac{3}{4}$) vote of its full membership the Board rejects the Superintendent's recommendation. Employees shall be notified in writing by the Treasurer of such rejection by the Board on or before April 30.

2. Employees who have met all legal requirements to become eligible for a continuing contract but who have, in the opinion of the Superintendent, certain deficiencies shall, if re-employed be placed on an extended limited contract for a period not to exceed two (2) years in accordance with ORC Section 3319.11. The employee shall be notified in writing of such action on or before April 30, of the year in which the teacher's limited contract expires. Such notice shall be in writing with reasons directed at the professional improvement of the employee by April 30. If no such notice of the Board's action is given by April 30, the employee shall be deemed re-employed under a continuing contract.
3. At the expiration of an extended limited contract granted to an employee eligible for a continuing contract as described in paragraph 2 above, the employee shall be deemed re-employed under a continuing contract unless the Board, acting on the Superintendent's recommendation, gives such employee written notice of its intention not to re-employ him/her on or before April 30.
4. An employee who becomes eligible for a continuing contract during the term of a multi-year contract will be granted a continuing contract upon the recommendation of the Superintendent and approval of the Board. If the Superintendent does not recommend the teacher for a continuing contract, or the Board does not approve same, the multi-year contract will stay in effect. Such continuing contract shall take effect immediately upon approval of the Board.
5. Re-employment of an STRS Teacher on or after July 1, 2007.
 - a. A re-employed retired bargaining unit member shall be granted for salary purposes service credits at the current educational column not to exceed Step 10 of the salary schedule. A retired teacher employed from another school district shall be placed on the salary schedule according to the Agreement and Board Policy, but in no case shall the teacher be placed on higher step than Step 10.
 - b. The contracts of employment for rehired retired teachers shall be for one (1) year and said contract shall automatically expire on the date listed therein without the need to comply with ORC Section 3319.11, 3319.111 and/or the terms of the Master Agreement.
 - c. A re-employed retired bargaining unit member and/or retired teacher shall not be eligible for continuing contract status. If a Reduction in Force is instituted by the Board, retired teachers in the area of certification to be reduced, shall be the first teachers reduced and will not have any district seniority rights to bid on a position.
 - d. Should the Superintendent not recommend or should the Board not re-employ a STRS eligible bargaining unit member, the decision of the Superintendent and/or the Board is not subject to the grievance procedure.

- e. Re-employed retired bargaining unit members are not eligible to receive a severance payment upon leaving employment with the district.
- c. An employee is presumed to have accepted such employment unless he/she notifies the Board in writing to the contrary on or before June 1.

4. Non-Renewal of Limited Contracts

The following procedures shall apply to the non-renewal of limited contracts:

- a. The Superintendent shall notify any employee, whose contract he/she intends to recommend for non-renewal, as soon as possible. Such an employee may request a private meeting with the Superintendent to discuss the grounds for the recommendation.
- b. Any action by the Board to non-renew an employee's limited contract shall be upon the recommendation of the Superintendent. Written notice of the Board's intention not to renew an employee's contract shall be given to the employee on or before, June 1 of the year in which the contract expires, and shall include a statement describing the circumstances leading to the Board's non-renewal decision.
- c. The Board shall have conducted evaluations as set forth in Article III, Section I of this agreement before giving notice to an employee of its intention not to renew his/her limited contract.
- d. Statutory due process for non-renewal of an employee's contract shall be governed by ORC Section 3319.11 and for the termination of an employee's contract by ORC Sections 3319.16 and 3319.161.
- e. Any notice given under this article shall be by certified mail or hand delivery.

5. Tutors

Tutors shall be employed, depending upon need, on a year-to-year basis under a one year limited contract which shall expire automatically at the conclusion of the last day of the school year for students without prior written notice of non-renewal unless the Board acts to renew the contract on or before June 30.

6. Replacement Teachers

Upon being hired by the Board as a replacement for a teacher on leave, a teacher shall be given a one (1) year limited contract. This contract shall automatically expire at the conclusion of the last contracted teacher day, or the date of return of the teacher, without written notice of non-renewal. The provisions of ORC Sections 3319.11, 3319.111, and 3317.13 shall not apply to a teacher employed under this subsection.

7. Adult Education Teachers/Coordinators

Adult Education program instructors and coordinators shall be issued one year limited teaching contracts, ORC Sections 3319.11, 3319.111, and 3317.13 do not apply.

Any Adult Education program that fails to generate more revenue than expenditures as set forth by the Board shall be given a warning of discontinuation of the program for the following school year. The second consecutive year of low revenue collection shall result in discontinuation of the program for the following school year. The president of the V-SEA shall be copied on all letter provided to instructors and coordinators under this subsection.

The instructors and coordinators of discontinued programs shall not be issued a contract for the following school year and their contract shall automatically expire June 30th of the year of expiration.

The Treasurer shall serve notice to the instructor or coordinator of the Board's action discontinuing a program by personal service or by regular mail addressed to the instructor or coordinator's home address. The president of the V-SEA shall also be served a copy of the Treasurer notice.

D. Tuition Reimbursement

The Board agrees to set aside \$23,000 per school year to a tuition reimbursement pool. At the conclusion of each year, all teachers successfully completing approved coursework will share in this pool according to the following guidelines:

1. A teacher shall never be reimbursed more than the actual tuition he/she paid for the course.
2. This fund is intended to reimburse members for one (1) three semester hour course at a rate of not more than \$800.00. If the number of teachers taking a course during the year exceeds the amount of monies in the pool, then the teachers will share equally by dividing the monies available by the number of teachers having completed a course.

If a teacher wishes to take a course that is less than or greater than three semester hours, the course will be permitted and a cost per hour will be calculated and reimbursement will be prorated to the equivalent of a three hour course (not to exceed \$800). For example, a four hour course with tuition of \$1,000 will be reimbursed at the rate of \$750 (\$1,000 divided by 4 hours, multiplied by 3 hours).

3. Advance approved written notice of intended coursework will be provided to the Superintendent at least two (2) weeks prior to the start of the course. All credit submitted for reimbursement must be directly applicable to the employee's certification requirements, an educational degree, or an I.P.D.P. plan approved by the Superintendent.

4. Classes must be scheduled during non-school time. Payment shall be made following submission of verification of completion of the course with at least a “B” grade in letter grade courses and a “pass” grade in pass/fail courses. Also, the teacher must submit an itemized receipt validating the tuition payment. Grade reports and tuition receipts must be turned in to the Treasurer no later than June 15. Reimbursement to the teacher will be made prior to July 1.
5. For the initial pre-service training for Career and Technical Education instructors, the BOE will pay 60% of in-service training for graduate courses and 70% of undergraduate courses as authorized by the Superintendent. The payment for this provision will not be part of the reimbursement pool.

E. Employee Reimbursement of Training Expenses

Employees shall reimburse the District 75% of all expenses related to certification/licensure and training (i.e. College tuition, Praxis testing, extended time, and non-licensure certification) if the employee resigns after one year of employment with the school district. If the employee resigns after two years of employment, the employee shall reimburse the district for 50% of the expenses incurred over the first two years of employment. If the employee resigns after three years of employment, the employee shall reimburse the district 25% of the expenses incurred over the first three years of employment.

This section does not apply to reimbursements made from the Tuition Reimbursement Pool.

F. Severance Pay

1. An employee upon retirement from the School District is entitled to a severance payment based upon the employee’s accrued but unused sick leave. An employee who is eligible for service retirement under the rules of the Ohio School Teachers Retirement System, shall qualify at the time of service retirement from the Vanguard-Sentinel Career Centers to receive severance pay if he/she has at least seven (7) years of full-time service in the Vanguard-Sentinel Career Centers and his/her date of service retirement is within ninety (90) days of his/her last day of service with the district. Each employee of the bargaining unit who qualifies shall receive the following: 2014-2015 shall receive twenty-eight percent (28%) of his/her accrued unused sick leave credit up to a maximum of 190 days. 2015-2016 shall receive twenty-seven percent (27%) of his/her accrued but unused sick leave credit up to a maximum of 195 days. 2016-2017 shall receive twenty-six percent (26%) of his/her accrued but unused sick leave credit up to a maximum of 200 days. Payment shall be based on the daily rate of pay at the time of retirement. Payment under this provision shall eliminate all sick leave credit. No employee shall receive more than one payment.
2. A letter of intent to retire will be delivered by the employee to the Superintendent prior to December 1st of the school year in which they will retire, for an additional two percent (2%) for 2014-2105, three percent (3%) for 2015-2106, and four percent (4%) for 2016-2017.

G. Life Insurance

The Board shall provide group term life and accidental death and dismemberment insurance coverage for each employee in the amount of \$40,000 double indemnity. Any part-time employee who is not receiving this benefit as of June 1, 1986, will not be eligible for this benefit at a future date.

H. Payroll Deductions

1. Annuity Program – Employees of the Vanguard-Sentinel Career & Technology Centers are eligible to participate in a Tax Sheltered Annuity Program as established by Federal Law. Deductions are made over a twelve (12) month period in equal installments and shall be considered for groups of five (5) or more employees.
2. V-SEA Dues – Employees may voluntarily request that dues to the Vanguard-Sentinel Education Association (V-SEA) be deducted from their paychecks annually as determined by the V-SEA President and the V-SCTC Treasurer.
3. COPE – Committee on Political Education – Employees may voluntarily request that payments to COPE be deducted from their paychecks.
4. Other Deductions – The Board shall, upon the request of five (5) or more members of the bargaining unit, consider additional payroll deductions.

I. Retirement “Pick-up”

Under conditions set forth in board policy, employees of the Vanguard-Sentinel Career & Technology Centers do not pay taxes on that amount deducted from their paychecks for retirement purposes until retirement.

J. Pay Dates

Certificated personnel shall be paid in 24 equal payments over a twelve (12) month period. An employee may choose to receive 19 pays beginning on the first date of the current contract. Said employee must notify the Board’s treasurer by June 15. Pay dates will be on the tenth and twenty-fifth of each month. If a pay date occurs on a weekend or holiday, payment shall be made on the previous business day.

K. School Bus Driver Certification

By mutual agreement, when it is necessary for an employee to have school bus driver’s certification in order to perform assigned duties, the Board shall pay the application fee for the Commercial Driver’s License (C.D.L.) and the related physical examination as required by the State of Ohio, Bureau of Motor Vehicles.

L. Mileage Rate

The mileage rate for professional travel shall be reimbursed at the standard federal mileage rate for personal use of an employee's vehicles for business use on behalf of the Board of Education.

ARTICLE XI – DURATION AND BINDER CLAUSE

- A. This agreement shall be in effect as of July 1, 2014 and shall continue in effect through June 30, 2017 for all articles of the negotiated agreement.
- B. The agreement reached between the Vanguard-Sentinel Career & Technology Centers negotiating teams shall become binding upon the Board and the Vanguard-Sentinel Education Association immediately following the ratification by the V-SEA and adoption by the Board.
- C. Neither the V-SEA its agents, or any employee shall strike or engage in any slow-down, withholding of services, or concerted activities designed to interfere with the normal operations of the school district during the term or extended term of this Agreement. Employees shall be subject to the provisions of the ORC in accordance with ORC Section 4117, including but not limited to Sections 4117.15, 4117.16 and 4117.18 in their entirety, as well as any future revisions to the ORC.
- D. All prior negotiated agreements not contained herein, and all prior practices, rules, or regulations not contained herein will not be binding upon the parties to this Agreement.
- E. The Board and the V-SEA agree that all items in this contract which supersede applicable state law and which may permissibly do so under ORC Section 4117.10(A) shall not be affected by this Article. Should any clause of this contract be held to be in violation of the law by a court of competent jurisdiction, then that clause of the contract shall be rendered null and void, but the remainder of the contract shall remain in full force and effect.
- F. The Board and the V-SEA affirm that neither will discriminate against anyone on the basis of age, creed, handicap, marital status, race, sex, national origin, or union activity.
- G. The Board and the V-SEA shall abide by and be subject to the provisions of the Federal Drug-Free Workplace Act and Drug-Free School and Campus Act.

Signed, the 15th day of May, 2014 by the Parties:

For the V-SEA:

By: [Signature]
VSEA President

By: [Signature]
Vice President/Chairman

By: [Signature]
Treasurer

By: [Signature]
Committee Member

By: [Signature]
Committee Member

By: [Signature]
Committee Member

For the Board:

By: [Signature]
President

By: [Signature]
Superintendent

By: [Signature]
Treasurer