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## **AGREEMENT**

**between**

**The Gallia-Jackson-Vinton  
Joint Vocational School  
Board of Education**

**and**

**The Buckeye Hills Teachers Association**

**EFFECTIVE  
July 1, 2014 to June 30, 2017**

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**ARTICLE 1**  
**RECOGNITION**

1.01 The Gallia-Jackson-Vinton Joint Vocational School District (the "Board") recognizes the Buckeye Hills Teachers' Association/OEA/NEA/Local (the "Association") as the sole and exclusive representative for the members of the bargaining unit. The bargaining unit shall consist of all full-time certificated staff members employed by the Board under regular teaching contract, including coordinators who do not have administrative functions.

Substitutes employed in the Gallia-Jackson-Vinton JVS on a continuous basis in the same position for a period of sixty (60) or more days and those employed on a continuous basis or a combination of days thereof for one hundred twenty (120) days or more shall be members of the bargaining unit but shall be specifically excluded from the application of the contract renewal provisions of this Agreement. Substitute teachers so employed shall not be eligible for a contract renewal as a regular teacher at the conclusion of any school year unless specifically approved by the Board.

Teachers employed less than twenty (20) hours per week and teachers employed on an hourly or as-needed basis whose employment may or may not exceed twenty (20) hours in any given week shall be specifically excluded from the application of all of the provisions of the Agreement except the grievance procedure and the specific salary provision which may apply.

Excluded from the bargaining unit shall be the Superintendent, Directors, Coordinators with assigned supervisory responsibility, Supervisors, casual and day-to-day substitutes and all other administrative/supervisory personnel as defined in Section 4117-01 (F) of the Ohio Revised Code.

**ARTICLE 2**  
**NEGOTIATIONS PROCEDURE**

2.01 Scope of Bargaining

The scope of bargaining shall include all matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement except as otherwise specified in Section 4117.08 (B) and (C) of the ORC.

2.02 Negotiations Procedure

A. Directing Requests

A request for the opening of negotiations shall be submitted in writing by the Association to the Superintendent or by the Superintendent to the President

of the Association no earlier than ninety (90) days nor later than sixty (60) days before the expiration of the Agreement. A mutually agreed date shall be set no later than ten (10) calendar days after the request for negotiations by either party unless a later date is agreed upon.

B. Submission of Items

At the initial session, the parties shall exchange their complete written list of proposals. No new items shall be submitted thereafter except upon mutual agreement of the teams.

C. Agenda

Before each negotiations session officially adjourns, the agenda, time and place for the next session shall be mutually agreed upon by the chief negotiators.

D. Representation

Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties may call upon competent, professional and lay representatives to consider matters under discussion and to make suggestions. Representation shall be limited to four (4) representatives each for the Board and the Association. The parties mutually pledge that their representatives will be clothed with all the necessary power and authority to make proposals, consider proposals and to make concessions in the course of the negotiations.

E. Caucus

Upon request of either party, a negotiation meeting shall be recessed to permit the requesting party a period of time, not to exceed thirty (30) minutes, to caucus unless extended time is mutually agreed upon.

F. Agreement

When tentative agreement is reached on all items subject to negotiations, the proposed agreement shall be reduced to writing and shall be first submitted to the Association for ratification, and, upon ratification, submitted to the Board of Education for its approval. There shall be two (2) signed copies of any final agreement. One (1) copy shall be retained by the Board and the other one by the Association.

G. Meetings

Negotiations meetings shall be closed to the public.

H. News Release

News releases to the public media during negotiations shall be made only by mutual agreement as to when and the content of the release.

I. Impasse

In the event an agreement is not reached before the expiration of the current contract, the expiration date of the contract may be extended by mutual consent. Either party may declare an impasse and request that all unresolved issues be submitted to mediation. Upon the receipt of a written request by either party that an impasse has been declared, within five (5) calendar days a joint request signed by the President of the Association, or his/her designee, and the Superintendent, or his/her designee, shall be submitted to the Federal Mediation and Conciliation Service to appoint a mediator to assist in the resolution of all remaining issues. In the event agreement is not reached within twenty-one (21) calendar days after the beginning of mediation and it appears no more meaningful discussions can be accomplished the Association may initiate the provisions of Section 4117.14 (D-2) of the ORC.

The cost of employing all mediation services shall be shared equally by the Association and the Board.

It is also agreed by the Association and the Board that the procedure outlined in this Agreement to negotiate and resolve disputes shall supersede all requirements established in Section 4117.14 of the ORC.

**ARTICLE 3**  
**ASSOCIATION RIGHTS**

The Organization shall be granted the following exclusive organizational rights for the term of this Agreement:

- 3.01 There will be no reprisals of any kind taken against any bargaining unit member by reason of his/her membership in the Association or participation in any of its activities.
- 3.02 The Association may be granted use of school facilities at no cost for meetings. Association meetings may not interfere with regularly scheduled school activities.
- 3.03 The Association may use designated space on bulletin boards in school offices and teachers' lounges for Association-related communications and notices.
- 3.04 The Association may use the intra-school mail system in the school's offices to distribute official Association bulletins, newsletters, or other circulars.

- 3.05 The Superintendent shall notify the Association President, either verbally or in writing, at least twenty-four (24) hours prior to each scheduled special Board meeting.
- 3.06 Prior to each regular or special Board meeting, the Board shall provide the Association with a copy of:
  - A. The Board agenda and all non-confidential attachments thereto;
  - B. The minutes of the prior regular meeting and of any special meeting within the prior thirty (30) days.
- 3.07 The Association President, or his/her designee, may be recognized by the Board President to address the Board for a specified period of time relative to an agenda item. The Association may be placed on the agenda for any Board meeting upon the request of the Association President. The request must be made at least forty-eight (48) hours prior to the scheduled meeting.
- 3.08 The Treasurer shall make available to the President of the Association a copy of the following documents upon their approval by the Board:
  - A. Amended Certificate of Estimated Resources
  - B. Temporary and Permanent Appropriations Resolutions
  - C. Monthly Financial Statement of Receipts and Expenditures
  - D. Names and Assignments of All Staff Members
  - E. Salary Schedule Grid (grid not to include non-general fund employees). These documents shall be made available at no cost to the Association.
- 3.09 The Association may use school telephones, typewriters, mimeograph machines, copiers, and audio-visual equipment, provided they are not being used or are not required for any school business or activity.
- 3.10 The Association President may be invited to participate in new teacher orientation meetings when such participation is deemed appropriate by both the Association President and the Superintendent and/or Director.
- 3.11 The Association President shall have the right to visit schools during his/her lunch period provided the Director of the building is notified in advance and such visit does not interfere with the assigned responsibilities of any staff member.
- 3.12 The Association shall have the right to represent bargaining unit members in accordance with the specific provisions of this Agreement.

- 3.13 The Association shall be provided the names, addresses, phone numbers, and work locations of bargaining unit members working in satellite programs annually by the end of the second week of school.

**ARTICLE 4**  
**MANAGEMENT PREROGATIVES OF THE BOARD**

- 4.01 Except as specifically limited by the terms and provisions of this Agreement, the Board and the Superintendent shall retain all rights, powers, and authorities vested in it prior to the date of this Agreement.
- 4.02 The rights, powers, and authorities mentioned in the above shall include but shall not be confined to the following:
- A. The right to manage and control the schools and to determine all locations for school facilities and equipment, the equipment to be used, the processes, techniques, methods, and means to be used, in servicing the school system, the right to determine all schedules of events, schedules of working hours, assignments of employees, and the right to establish and maintain standards of quality and workmanship, to establish, maintain and amend occupational classifications, to establish working rules and regulations, to lay off and recall employees whenever necessary.
  - B. The power to establish rules and regulations governing all employees and pupils, the administration of the school district, use of school district property, attendance at meetings and the compensation and reimbursement of expenses therefore.
  - C. The authority to hire, rehire, promote, assign, and reassign employees, to maintain discipline and efficiency, non-renew and discharge employees, and to determine shift schedules.
  - D. All rights, powers, and authorities granted at any time to Boards of Education and School Superintendents by the laws of the State of Ohio, as well as such rights, powers, and authorities which can reasonably be inferred there from.
- 4.03 Where the rights, powers, and authorities itemized above are modified or limited by the terms and provisions of this Agreement, they shall only be modified or limited to the extent specifically provided therein.

**ARTICLE 5**  
**GRIEVANCE PROCEDURE**

5.01 Definition

A "grievance" is an alleged violation, misinterpretation, or misapplication of a specific article or section of this Agreement.

5.02 Purpose

It is the intent of the Board and the Association that grievances be resolved at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use.

5.03 General Provisions

- A. Any grievance shall be initiated within fifteen (15) days of the occurrence of the cause for the grievance.
- B. "Days" shall mean work days during the regular school year. During the summer months, "days" mean calendar days, excluding Saturdays, Sundays, and legal holidays.
- C. An "aggrieved party" is the member, or group of members who submit a grievance, or the Association.
- D. During the term of this Agreement, no grievant may be represented by any teacher organization other than the Buckeye Hills Teachers' Association in the grievance procedure initiated pursuant to this procedure. The Association shall have the right to be present for the adjustment of any and all grievances.
- E. A grievance may be withdrawn at any level without prejudice or record.
- F. Any grievance not advanced to the next level by the grievant within the time limits provided, shall be deemed withdrawn.
- G. Any grievance not answered by the Administration within the time limit shall move the grievance to the next level.
- H. The grievant may be represented at all formal levels of the grievance procedure by an Association Representative.

- I. In all levels of the formal proceedings, an official grievance form shall be made in triplicate; one (1) for the grievant; one (1) for the administration; and one (1) for the Association.

The official grievance form shall be exhibited in the appendix of this Agreement. The Association may issue forms to grievants.

The form shall include the following information:

1. A brief description of the alleged grievance and the time, place and date it occurred;
  2. The specific contract provision(s) alleged to be violated, misapplied, or misinterpreted;
  3. The relief sought;
  4. The date of submittal;
  5. The signature of the grievant(s) submitting the alleged grievance;
  6. Copies of all written decisions at each step of the grievance procedure shall be sent to all parties involved including the Association President; the grievant; and the appropriate administrator. All communications shall be hand-delivered or mailed by certified mail, return receipt requested.
- J. Meetings and hearings held under this procedure shall be conducted at a time and place that will afford the opportunity for all persons required to be present to attend. Said meetings and hearings shall be conducted at times that will require no interruptions or the least interruption possible in the assigned responsibilities and duties of all persons required to be present.

#### 5.04 Grievance Procedure

##### Level One - Informal

Within fifteen (15) days of the date the grievant knew or should have known of the event or condition upon which the grievance is based, the grievant shall discuss the problem with his/her immediate supervisor. The grievant may do this alone or with his/her Association Representative. In the meeting, the grievant shall inform the supervisor that he/she wishes to discuss a complaint that may be filed as a formal grievance. Within five (5) days of the meeting the immediate supervisor shall issue his/her written decision.

### Level Two - Formal

In the event the grievant is not satisfied with the disposition at Level One, or no decision has been rendered within five (5) days after the informal meeting, the grievant may initiate formal proceedings. Within five (5) days after the receipt of the decision rendered at the informal hearing, a formal grievance may be filed. Formal proceedings shall be initiated by filing a written grievance which shall be initialed and dated by both parties at the time of filing. Within ten (10) days of the filing, a hearing shall be held between the grievant, the administrator, and one (1) Association Representative, if requested by the grievant, and other parties, by mutual agreement, needed to give information to the grievance. The administrator shall issue his/her written decision within five (5) days after the hearing ends.

### Level Three - Formal

If the grievant is not satisfied by the disposition of the administrator, or no decision has been rendered within five (5) days, he/she may seek a hearing with the Superintendent or his/her designated representative, within five (5) days after receipt, in writing, of the administrator's answer at Level Two, by completing step two of the grievance report form in triplicate and submitting it to the Superintendent. Within the next ten (10) days a hearing shall be held between the grievant, the Superintendent, or his/her designated representative (who must be someone other than the grievant's immediate supervisor), and if the teacher requests a representative of the Association, and other parties, mutually agreed to by both parties, who may be needed to give information relative to the grievance. The disposition of the Superintendent or his/her designee shall be completed in writing within ten (10) days after adjourning this hearing.

### Level Four - Formal

- A. A grievance may be arbitrated upon written request by either party submitted ten (10) days after the Level Three disposition has been received by the grievant.
- B. Each referral to arbitration shall embrace but one (1) grievance unless otherwise stipulated by written agreement between the Association and the Board.
- C. Both parties shall within ten (10) days of a written request for arbitration jointly request the American Arbitration Association to submit a list of arbitrators from which a selection may be made for an arbitrator. All procedures relative to arbitration shall be according to the Voluntary Rules and Regulations of the American Arbitration Association.
- D. The arbitrator shall have no authority to add to, or subtract from, or in any way modify the provisions of the Agreement.

- E. The decision of the arbitrator made in compliance with the foregoing shall be final and binding.
- F. The decision of the arbitrator shall be in writing, shall include the reason(s) for each finding and conclusion and shall be rendered within thirty (30) days following the date of the last hearing conducted by this arbitrator unless an extension of such period is agreed to by the Board and the Association.
- G. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association.

**ARTICLE 6**  
**NON-DISCRIMINATION**

- 6.01 Neither the Association nor the Board shall harass, intimidate or discriminate against any employee because of his or her membership or non-membership in the Association or because of his/her exercise or refusal to exercise any rights afforded by the law or this collective bargaining agreement. Nor shall the Board or the Association discriminate against any employee on the basis of race, sex, religion, national origin, handicap, or age.

**ARTICLE 7**  
**PAYROLL DEDUCTIONS**

- 7.01 Employees within the bargaining unit may sign and deliver to the Treasurer an authorization for deduction from their paycheck, membership dues and assessments of the Association and its affiliates. Such authorization shall continue in effect until such time said individual gives written notice to the Treasurer of the Board to discontinue such deductions or until employment with the Board terminates. The Association President shall be notified by the Treasurer should an Association member cease deduction of his/her Association dues.
- 7.02 Authorizations to make such deductions must be filed with the Treasurer by September 30 in the year such deductions are to begin.
- 7.03 The Treasurer of the Association shall notify the Treasurer of the Board in writing by September 30th of each year the amount to be deducted for Association membership dues in accordance with the employee authorization.
- 7.04 Deductions shall be made in twenty (20) equal installments beginning with the 2nd (second) paycheck in October and continuing in equal amounts from each subsequent paycheck until all installments have been deducted. New members after September 30th shall have deductions made in equal installments to begin the following pay period after delivery of authorization card and conclude when all installments have been deducted.

- 7.05 The first dues deduction check of each membership year shall be forwarded to the local Association Treasurer. All subsequent checks shall be forwarded to the Ohio Education Association on a monthly basis as stipulated by agreement between the Association and the Board Treasurer.
- 7.06 If any employee's employment is terminated before completing all dues payments authorized by her/him, the unpaid balance will be deducted from the final check received by the employee and will be remitted the same as a regular deduction.
- 7.07 Upon the application of five (5) or more members of the bargaining unit desiring to participate in the same insurance and/or annuity program, the Treasurer shall deduct from the member's paycheck payments to said program in the amount(s) specified in the contract between the member and the companies involved.

The Treasurer and the Board shall be held harmless relative to the legality of said deductions if the deductions are being made as a part of a tax sheltered annuity.

The Treasurer shall forward all such deductions to the designated companies in accordance with the contract requirements.

- 7.08 Bargaining unit members may deliver to the Treasurer an authorization for deduction from their paycheck for the Credit Union. Credit Union deductions shall be made from twenty-six (26) pays per year.

Bargaining unit members may authorize a change in their credit union deduction during the first week of every month.

- 7.09 Employees within the bargaining unit may sign and deliver to the Treasurer an authorization for deduction from their paycheck for Association Fund for Children and Public Education (FCPE) contributions.

7.10 Fair Share Fee

- A. In accordance with the provisions of Section 4117.09(c) of the Ohio Revised Code, the Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Buckeye Hills Teachers' Association fair share fee for the Association's representation of such non-members during the term of this Agreement.
- B. The Association shall provide reasonable notification to non-members of the "fair share fee" and their right to object to the amount of the fee prior to the deduction of this fee. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining. The Association shall make available to any non-member so requesting the required financial disclosure upon which the "fair share fee" was determined.

- C. The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(c) of the ORC and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the constitutions of the United States and the State of Ohio.
- D. Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.
- E. Notice of the amount of the annual fair share fee which shall not be more than 100 percent of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board by September 15th of each year during the term of this Agreement for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Ohio Education Association.
- F. Payroll deductions of such fair share fees shall begin at the second payroll period in January, except that no fair share fee deductions shall be made for bargaining unit members employed after October 31 until the member has been apprised of his/her rights under the Association's internal rebate procedure.
- G. The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.
- H. The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted.
- I. The Association shall indemnify and save the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Board for the purpose of complying with this Fair Share Fee Procedure.
- J. The Association shall extend to the Board the right to designate its own counsel to assist in the defense in addition to allowing the Board the right to waive indemnification by the Association at any time and provide its own defense.

**ARTICLE 8**  
**PERSONNEL FILES**

- 8.01 A personnel file of all members of the bargaining unit shall be maintained in the office of the Board of Education. This shall be considered a confidential file to the extent permitted by public record laws and the primary official file of recorded information of members maintained by the Board and Administration.
- 8.02 Individual members shall have access to their personnel file upon request to the Superintendent and/or his/her designee at a time that is mutually convenient and does not interfere with the member's regularly assigned duties.
- 8.03 Those authorized to use files of members shall be limited to the Superintendent, Building Director, Treasurer of the Board and Supervisors directly responsible for those members, and any other administrators who are directly responsible in directing the professional services of members.
- 8.04 Any materials placed in the personnel file of bargaining unit members shall include the following:
- A. The date the item was placed in the file. A copy of all materials placed in the member's file, other than routine financial documents, shall be signed by the administrator making the entry and a copy shall be sent to the member.
  - B. The Superintendent or his/her designee shall be the only person to authorize placement of materials in the personnel file.
- 8.05 Any materials entered into a bargaining unit member's file may be grieved as to the accuracy, relevance, timeliness or completeness of such materials. If the material is found to lack in any of the aforementioned it shall be removed from the member's personnel file.
- 8.06 Items that may be maintained in the personnel file of members of the bargaining unit shall include but not be limited to:
- A. Official transcripts of college work;
  - B. Copy(ies) of certification authorized by the State Department of Education;
  - C. Copy of military service record;
  - D. Copies of evaluations;
  - E. Copies of General Conference Reports;
  - F. Record of employment;
  - G. Copies of contracts of employment with the local Board of Education.
- 8.07 A bargaining unit member shall have the right to a copy of any item in his/her file at the Board adopted rate.

- 8.08 No anonymous materials shall be placed in the personnel files of bargaining unit members.
- 8.09 Requests for personnel records by persons other than those authorized in paragraph 8.01 above shall be governed by the provisions of Section 149.43 ORC. A member shall be notified verbally within twenty-four (24) hours of any request to access a member's personnel file made by individuals other than those authorized in paragraph 8.01.

## **ARTICLE 9** **PAY PERIODS**

- 9.01 The Board agrees to pay certificated employees in twenty-six (26) equal pay periods over a twelve (12) month period. A memorandum will be sent to each staff member at the beginning of each school year providing information on pay periods.
- The first payday of each year shall be determined by the Treasurer in keeping with the requirements of the Auditor of State and the Ohio Revised Code.
- 9.02 Bargaining unit members on extended service supplemental contracts shall receive payment for services in twenty-six (26) equal installments.
- 9.03 In the event the scheduled payday falls on a day that is not a scheduled work day, employees will be paid on their last day worked prior to the payday.
- 9.04 During the summer recess, bargaining unit members may exercise only one of the following options in receiving their paychecks:
1. Notify the Treasurer's Office by May 31st that the paycheck is to be mailed to the address provided;
  2. Notify the Treasurer's Office that the paycheck will be picked up during regular business hours.
- 9.05 Bargaining unit members receiving additional compensation over and above their regular teaching salary shall receive such additional compensation in one (1) separate check per month. All additional compensation shall be paid to the member in this check. Such additional compensation shall include: stipends and adult education pay.
- 9.06 The Board will make available to members the option of having their paycheck direct deposited. Members requesting direct deposit shall enroll for the entire contract year except in cases of an emergency at which time a change can be made upon written notification to the Treasurer.

**ARTICLE 10**  
**EXTENDED SERVICE**

- 10.01 The Board shall provide extended service for educational programs using guidelines established by the State Department of Education.
- 10.02 In order to qualify for extended service payments, which shall be paid in twenty-six (26) equal installments based on the member's per diem rate, the instructor shall prepare a schedule of planned activities for the extended days with his/her supervisor.
- 10.03 Scheduling of extended time shall be mutually scheduled between the member and his/her immediate supervisor. Extended time may be completed at any time during the term of the member's contract, excluding legal holidays, upon the approval of the Superintendent. All extended service time must comply with State Department of Education requirements.
- 10.04 The length of an extended service day is a minimum of seven (7) hours.
- 10.05 Personal leave and sick leave (as defined in Article 11) may be used by bargaining unit members while on extended service. Other leaves (as defined in Article 11) may be used upon the approval of the Superintendent.
- 10.06 Members on extended service shall be reimbursed all authorized mileage expenses in accordance with the terms of this Agreement.

**ARTICLE 11**  
**LEAVES**

11.01 **SICK LEAVE**

A. Sick Leave Accumulation

1. Each bargaining unit member shall receive one and one-quarter (1 1/4) days of paid sick leave per month for twelve (12) months for a total of fifteen (15) days per year. Unused sick leave shall be accumulated to a maximum of 240 working days.
2. New employees with accumulated sick leave from another public agency shall have placed to his/her credit upon written application and proof of such to the Board Treasurer, all sick leave accumulated with a previous public employer not to exceed 240 working days, provided, however, that such reemployment takes place within ten (10) years of the date of the employee's last termination from such public service.

- a. Sick leave for regular teachers employed on other than a full-time basis shall be credited and deducted at the proportionate rate set forth in their contract of employment.
  - b. It shall be the responsibility of each teacher to notify the Board Treasurer in writing of any unused sick leave from a previous employer.
3. For absences covered by sick leave, the immediate family of a teacher is defined to mean father, mother, spouse, son, daughter, step children, anyone living in the immediate household for whom the member is legally responsible, or other family members with the Superintendent's approval.
4. Employees may use sick leave for:
  - a. Personal illness or disability;
  - b. Exposure to communicable/contagious disease;
  - c. Illness in the employee's above defined immediate family;
  - d. Death in the immediate family not to exceed five (5) days. Additional days may be approved upon request to the Superintendent.

A teacher may also use up to a total of three (3) days of sick leave each year for absences caused by personal illness or disability in the teacher's extended immediate family. The extended immediate family of a teacher is defined to mean grandmother, grandfather, mother-in-law, father-in-law, brother, sister or grandchild. A teacher shall clearly distinguish on the sick leave form between leave used for the immediate family and leave used for the extended immediate family.

5. Upon return from sick leave, all bargaining unit members shall be required to fill out the Board prescribed form. If medical attention was required, the teacher shall state the name and address of the attending physician and the date(s) on which the physician was consulted. Unlawful use of sick leave shall subject the employee to appropriate disciplinary action by the Board up to and including termination.
6. All bargaining unit members who have advanced knowledge that they will need to use their accumulated sick leave on an extended basis, whether for a scheduled operation or non-emergency

pregnancy, shall give the administration as much advance notice as possible. In the case of non-emergency, normal pregnancy, or scheduled operation, bargaining unit members shall give the administration at least sixty (60) days notice if possible. The unit members shall provide to the Superintendent a statement by the attending physician as to the estimated length of absence. In the case of unforeseen illness or disability, it is recognized that such advance notice may not always be possible.

7. Sick leave shall be charged-off as it occurs.

B. Sick Leave Notification

1. On the day of his/her absence, a bargaining unit member shall notify his/her Director if he/she must use sick leave in accordance with this sick leave procedure. Members shall notify their Director by 6:45 A.M.
2. If a member is not able to return to his/her duties the following work day, he/she shall notify his/her Director by 2:30 P.M.
3. Applications for sick leave are to be submitted to the member's supervisor within three (3) days after returning from sick leave.
4. If medical attention was required, the teacher shall state the name and address of the attending physician and the date(s) on which the physician was consulted.

11.02 ASSAULT LEAVE

Any member of the bargaining unit who is absent due to physical disability resulting from an assault while performing his/her assigned responsibilities, he/she shall, upon written request, be granted a leave of absence with full pay and benefits for the period of time certified by the member's physician to a maximum of fifteen (15) days. Assault leave shall not be deducted from sick leave. Members eligible for assault leave shall apply for Workman's Compensation. All proceeds received by the member from Workman's Compensation for reimbursement for the loss of pay due to the assault shall be given to the Treasurer of the Board.

Members eligible to receive assault leave due to the certification by their physician shall file charges against the party or parties responsible for the assault. Members failing to do so shall have their absence from duty due to the alleged assault deducted from sick leave except as approved by the Superintendent.

### 11.03 BEREAVEMENT LEAVE

Each member may be approved to use up to three (3) days of Bereavement Leave per year. This Bereavement Leave will be deducted from the unit member's sick leave accumulation and may be used upon the death of the member's grandmother, grandfather, mother-in-law, father-in-law, brother, sister, grandchild, brother-in-law or sister-in-law.

One (1) additional day per year of Bereavement Leave deducted from the unit member's sick leave accumulation may be used to attend the funeral of an individual not otherwise covered under the Sick Leave or Bereavement Leave Articles.

### 11.04 PERSONAL LEAVE

- A. Personal leave may be requested for the purpose of conducting necessary or urgent personal business which cannot be conducted outside the regular working hours of the employee. Personal leave shall not be used for rest, recreation, vacation, or for seeking or engaging in gainful employment or leave which would otherwise be available through sick leave.

Personal leave granted the day before or after a holiday or vacation period, or the first week following the opening of school, or the two weeks prior to the closing of school will be deducted on a 2 for 1 basis (i.e. one day of absence = two days of personal leave deducted) and may not be used for rest, recreation, vacation, or for seeking or engaging in gainful employment or leave which would otherwise be available through sick leave.

One (1) day of personal leave (unrestricted day) may be granted without the restrictions imposed above regarding the reason for use and the time period of use.

- B. Each employee may be granted a maximum of three (3) days of personal leave (including the unrestricted day) during each school year. No more than three (3) employees per building, providing a substitute can be secured, may be granted personal leave on the same day, unless the Superintendent has provided authorization.
- C. An employee using said leave shall notify their Director twenty-four (24) hours in advance, except in the case of an emergency. Upon returning to work and not more than two (2) working days after use, the employee shall complete the Board prescribed form to certify by signature that the leave was used in accordance with this procedure. Use of personal leave for reasons not permitted under this section shall be considered grounds for disciplinary action by the Board, including termination.

- D. Personal leave used in accordance with this policy shall not result in any loss of pay. Secondary teachers on the Buckeye Hills campus will have Personal Leave deducted in  $\frac{1}{4}$  day increments as follows:

<u>Time of day</u>	<u>Teacher arrives prior to</u>	<u>Teacher Leaves after</u>
End of 2 <sup>nd</sup> period	$\frac{1}{4}$ day deducted	$\frac{3}{4}$ day deducted
11:35 a.m.	$\frac{1}{2}$ day deducted	$\frac{1}{2}$ day deducted
End of 6 <sup>th</sup> period	$\frac{3}{4}$ day deducted	$\frac{1}{4}$ day deducted

Secondary teachers on the Buckeye Hills campus may take personal leave in  $\frac{1}{2}$  hour increments provided the member does not have student responsibilities during the time the leave is requested.

For all other teachers, personal leave shall be taken in one-half ( $\frac{1}{2}$ ) and one (1) day increments, except that a member may take personal leave in  $\frac{1}{2}$  hour increments provided the member does not have student responsibilities during the time the leave is requested. Personal leave shall not be accumulated from year to year.

- E. Any unused personal leave days remaining at the end of a school year may be transferred to an employee's sick leave accumulation to a maximum of 240 days.

#### 11.05 MILITARY LEAVE

Military leave shall be granted pursuant to O.R.C. 3319.14 and 5923.5.

#### 11.06 JURY DUTY/COURT LEAVE

An employee who is summoned for jury duty or who is subpoenaed to appear before a court or agency as a witness or party in a criminal or civil proceeding dealing with a work-related incident shall be granted all necessary leave. After absence for such duty, either reporting or serving, the bargaining unit member shall return payment for services rendered to the Board Treasurer and at the next regular pay period receive full payment of his/her regular salary from the Board of Education for the day or days of absence for this purpose. Payments not turned in for days absent will cause a deduction of pay for those days.

#### 11.07 PROFESSIONAL LEAVE

- A. Release time may be granted for the following purposes, provided sufficient notification of not less than ten (10) school days is given.
- Attendance at workshops, seminars and professional improvement sessions designed to improve the effectiveness of the teacher's

- skills, including those sponsored by any teachers' association, professional organization, or union so long as they are limited to academic matters in the curricular field in which the teacher is certified, and including observing in other schools;
2. Educational trips requiring travel out of state;
  3. Conferences and seminars sponsored by the State Department of Vocational Education.
- B. Any in-service required by the Board or Ohio Department of Education may not be counted as professional leave, but will be considered for approval on its own merit.
- C. Travel, hotel, meals and registration expenses incurred during such released time will be reimbursed as follows:
1. Transportation: Actual cost of ticket for airplane, train, etc., plus tax. Travel in privately owned automobile shall be reimbursed at the IRS adopted rate per mile in effect at the time the travel occurs but may not exceed the cost of air travel.
  2. Meals: One day or partial days will be pro-rated as follows: Breakfast - \$8.00; Lunch - \$9.00; Dinner - \$18.00. Meetings of more than one day: In the event that overnight stay is required, reimbursement for meals shall not exceed thirty-five dollars (35.00) per day.
  3. Lodging: Actual cost per night not to exceed \$100.00. When an Administrator requires attendance at a conference the Board shall pay the actual cost of lodging at the conference. Individuals are expected to share rooms whenever possible.
  4. Registration: Actual cost excluding cost of membership in the organization.
  5. Tips and Gratuity: Not included.
  6. Parking: Actual cost of parking or transportation to and from meeting.
  7. Receipts: Proper receipts must be submitted with all requests for reimbursement.

8. Reimbursement: The Gallia-Jackson-Vinton JVS Travel Expense Form shall be submitted by the end of each month to the Treasurer's Office in order for the employee to be reimbursed on or before the fifteenth (15th) of the following month. Travel forms not so submitted shall be granted a one-month grace period only, after which a loss in reimbursement will result for the specific month the form is due. In no event will travel reimbursement occur after the close of the fiscal year in which the travel took place.

Expedited Reimbursement: Members in need of their reimbursement more quickly than is provided by the standard reimbursement processing cycle may request an expedited processing of the travel reimbursement. Such a request must involve the reimbursement of \$300.00 or more. The reimbursement so requested may not include travel that could have been requested and reimbursed during a previous standard reimbursement processing cycle.

#### 11.08 CHILD REARING LEAVE

- A. An unpaid child rearing leave of absence may be granted to the bargaining unit member who is a parent of a newborn if he/she has been employed within the district for at least one (1) year.
- B. A teacher requesting such leave must elect to take the leave for the remainder of the school year.
- C. Such leave must be requested in writing sixty (60) days prior to commencement of the leave and must state that the request is for leave through the end of the school year.

#### 11.09 ADOPTION LEAVE

- A. An unpaid adoption leave of absence may be granted to the bargaining unit member who is the parent of an adopted child who is under school age if such individual has been employed within the district for at least one (1) year.
- B. Such leave must be requested in writing sixty (60) days prior to commencement of the leave and must state that the request is for leave through the end of the school year. However, a shorter period of notification is permissible in urgent situations where to wait out the required notice period would result in denial of the adoption.
- C. The term "under school age" as used in this Article means below first grade level.

#### 11.10 SABBATICAL LEAVE

The Board agrees to provide a Sabbatical Leave Policy in accordance with the provisions of Section 3319.131 of the ORC.

#### 11.11 UNPAID LEAVE OF ABSENCE

- A. Leave of absence for instructional personnel may be applied for by filing with the Superintendent a letter stating the purpose, period of time involved, and a signed statement regarding the need for said leave.
- B. Upon return from leave of a year's duration, said person shall be entitled to resume his/her duties as previously employed, if such duties still exist.
- C. A person requesting leave of absence may request that his/her insurance policies be maintained at his/her expense.
- D. If leave is denied, the Superintendent shall give oral reasons for his/her or the Board's denial.

#### 11.12 ASSOCIATION LEAVE

The Board agrees to grant the Association six (6) member days to attend Association meetings. The Board shall provide the substitute, if needed and the Association shall pay all expenses of the member(s) attending the meetings.

The Board will grant two (2) additional days for special Association business conducted by the O.E.A. provided the Association reimburses the Board for teacher substitutes and pays all expenses of Association members attending the meetings.

#### 11.13 PERFECT ATTENDANCE BONUS

Bargaining unit members with perfect attendance for the entire year will receive a \$400 attendance bonus on the second pay date in the month of July. Each day of absence will result in \$80 being deducted from the bonus. Partial days of absence will result in a prorated deduction from the bonus. Approved Professional Leave or Association Leave will not be considered an absence for the purpose of this bonus calculation.

**ARTICLE 12**  
**EVALUATION PROCEDURE**

12.01 PURPOSE

The purpose(s) of evaluation shall be as follows:

- A. To assist the member in evaluating himself/herself in achieving the Board established job performance expectations in the areas of assigned responsibility.
- B. To provide evidence of a member's performance.
- C. To provide information relative to personnel decisions including promotions, reassignments, continuing contract status, limited contract renewal, non-renewal or termination.
- D. To assist the member in improving instruction and effectiveness.

12.02 EVALUATION PROCEDURE

A. Frequency of Evaluations

All bargaining unit members will be evaluated annually.

- B. Certificated/Licensed employees of the Gallia-Jackson-Vinton Joint Vocational School District, employed under contract with the Board, pursuant to section 3319.01 or 3319.02, holding a certificate or license designated for being a supervisor, vocational director, principal, assistant superintendent, or superintendent and holding evaluator credentials established by the Ohio Department of Education shall be considered qualified to evaluate members of the bargaining unit. Per the ODE framework teachers with "most effective" rating for student growth may choose their credentialed evaluator for the evaluation cycle.

C. Observations and Evaluation Reports

- 1. Members who spend at least 50% of the time teaching content related instruction will be evaluated using a standards based framework in compliance with O.R.C. 3319.111. This framework will combine 50% teacher performance with 50% student growth to determine the final evaluation rating.
- 2. Members who spend less than 50% of the time providing content related instruction will be evaluated using the previously established District evaluation form.

3. The written evaluation, following a review by the member and the evaluator, will be signed by each party. One (1) copy will be given to the member and one (1) copy will be placed in the member's personnel file. The member's signature signifies only that the member has reviewed the evaluation and does not imply agreement with the evaluation. The member shall have the right to attach comments relative to the evaluation within ten (10) work days following the conference.
- D. A member whose evaluations reflect a need to improve in one or more areas shall be expected to develop cooperatively with his/her evaluator a positive program of improvement designed specifically to assist in the correction of professional difficulties or deficiencies identified in the evaluation process.
  - E. Only the procedural rights to observation, evaluation, post evaluation conference, and written evaluation reports as set forth in the evaluation provisions of this Article will be subject to the grievance procedure.
  - F. The parties may mutually agree to extend the time deadlines under this Article. It shall automatically be extended due to the absence of any of the participants by the number of days in the absence.
  - G. Both the Board and the Association intend this provision to satisfy all evaluation requirements contained in Section 3319.11 and shall supersede any conflicting provisions of that law.
  - H. For the purposes of a reduction in force during the 2014-2015 and 2015-2016 school years, teacher evaluation ratings of "accomplished" and "skilled" will be considered comparable under the reduction in force statute. Beginning in 2016-2017 comparable ratings will mean the same rating, i.e. only other accomplished rated teachers will be comparable to a teacher with an accomplished rating.

### **ARTICLE 13**

#### **REDUCTION IN FORCE**

- 13.01 If the Board of Education is contemplating a Reduction in Force of teachers, it shall notify the Association forty-five (45) days before the proposed layoffs.
- 13.02 Any teacher to be laid off shall be notified in writing forty-five (45) days before the layoff.
- 13.03 All other provisions of the Reduction in Force shall be in accordance with the Ohio Revised Code 3319.17 with the exception of a teacher's recall rights.

#### 13.04 Recall

Teachers on a recall will have the following rights:

- A. No new teachers will be employed by the Board of Education when there are teachers on the recall list who are certified for the vacancy.
- B. Teachers on the recall list will be recalled for vacancies in areas for which they are certified in the reverse order of the order in which the RIFs originally occurred.
- C. The names of teachers whose contracts are suspended in a Reduction in Force will be placed on a recall list for the remainder of the school year and one (1) additional school year.
- D. If a vacancy occurs, the Board will send a certified (receipt requested) announcement to the last known address of all teachers on the recall list who are qualified and attempt to contact the individuals by phone.
- E. It is the teacher's responsibility to keep the Board informed of his/her current address. All teachers offered a return to position are required to respond in writing to the district office within fifteen (15) calendar days.
- F. Any teacher who fails to respond within fifteen (15) days or who declines to accept the position will forfeit all recall rights.
- G. A teacher on the recall list will, upon acceptance of the notification to resume active employment status, shall return to active employment status with the same seniority, accumulation of sick leave, and salary schedule placement as he/she enjoyed at the time of the layoff.
- H. The provisions of this Reduction in Force procedure shall apply separately but equally to teachers in the regular school, the adult school, the school of nursing and in each school district in which satellite programs are operated. Teachers RIF'd from one school may not displace teachers in another school.

#### 13.05 Seniority

For the purpose of this Article, seniority will be computed from a teacher's most recent date of hire with the Gallia-Jackson-Vinton Joint Vocational School and will begin to accrue as of his/her first day of actual service in a bargaining unit position. Seniority will continue to accrue during all paid leaves of absence and for a period of two (2) years from the effective date of a layoff.

Time spent on inactive pay status (unpaid leave) or, effective July 1, 1996, time spent in a nonbargaining unit position shall not contribute to the accrual of seniority but shall not constitute a break in seniority.

Seniority shall be lost when a bargaining unit member retires or resigns, is discharged for cause, or otherwise leave the employment of the Board.

A tie in seniority shall be broken by the following method to determine the most senior member:

The member with the first day worked, then

The member with the earliest date of employment (dates of Board action in initial contract), then

By Lottery, with the most senior unit member being the one whose name is drawn first, etc. (said drawing shall be done in the presence of the Association President).

The Board will provide to the Association a seniority list for the bargaining unit not later than January 30th of each year.

- 13.06 The most senior members of the regular teaching staff at the Gallia-Jackson-Vinton Joint Vocational School site may displace a less senior member in a teacher area for which they hold a valid provisional certificate or five-year license provided they have comparable evaluation ratings on their last summative evaluation. However, a bargaining unit member on a limited contract may not displace a member on a continuing contract regardless of a member's rating or seniority.

For the purposes of a reduction in force, each satellite site will be treated as a separate teaching field. Members at the Gallia-Jackson-Vinton JVS site may not displace a teacher at a home satellite school site, nor may a teacher at a home satellite school site displace a teacher at the Gallia-Jackson-Vinton JVS site. A teacher at a home school satellite site may not displace a teacher at another home school satellite site.

Certificated employees may not displace a non-certificated employee during a Reduction in Force at the Gallia-Jackson-Vinton JVS site.

#### **ARTICLE 14** **PREPARATION TIME**

- 14.01 Members of the bargaining unit shall be provided a planning and conference period in accordance with the requirements of the State Board of Education Minimum Standards governing vocational education.

**ARTICLE 15**  
**SUBSTITUTE TEACHING ASSIGNMENT DURING PLANNING PERIOD**

- 15.01 A building director and/or other administrator may assign a member to assume the responsibilities of teaching class during his/her planning period, provided that every reasonable attempt has been unsuccessful in securing a substitute. The member will be responsible for submitting a time sheet prescribed by the Board at the end of each day to the building director noting the periods taught. Members will be paid \$19.66 per period.

**ARTICLE 16**  
**TERMINATION OF EXISTING CONTRACTS**

- 16.01 Termination of a bargaining unit member's individual contract shall be according to Section 3319.16 of the Ohio Revised Code.
- 16.02 Persons employed by the Board pending a satisfactory criminal records check and which criminal records check proves to be in violation of the requirements of Section 3319.311 of the Ohio Revised Code shall be immediately terminated by the Board without appeal and shall not be grievable.

**ARTICLE 17**  
**NON-RENEWAL OF LIMITED CONTRACTS**

- 17.01 The non-renewal of limited contracts shall be in accordance with the provisions of 3319.11 or 3319.111 of the O.R.C.

**ARTICLE 18**  
**SCHOOL CLOSINGS**

- 18.01 A calamity day shall be defined as a day when the Board or its designated representative determines it is necessary to close any or all of the schools in the district for a reason beyond their control. The two (2) schools in the district are: Buckeye Hills Secondary School and Buckeye Hills Adult School.
- 18.02 All members of the bargaining unit shall be subject to call for duty on days their particular school(s) are closed. It shall be the responsibility of the Superintendent or his/her designee to notify those members who are expected to report for duty either before or on the day the school(s) were closed. Members who are not so notified shall be excused from reporting to work on calamity days.
- 18.03 Members who are excused shall be reimbursed their regular rate of pay.
- 18.04 A member required to report for duty on a day that his/her school is closed shall be reimbursed one and one-half (1 1/2) times their regular daily rate of pay.

18.05 All members shall be expected to report for duty without additional compensation for all calamity days the district may be required to make up by the State Superintendent of Public Instruction or his/her designee provided said make-up days do not require the member to report for more duty days than required by his/her contract.

**ARTICLE 19**  
**WORK ENVIRONMENT**

19.01 The Board shall comply with all required health and safety rules and regulations governing the maintenance and operation of the school buildings.

19.02 Bargaining unit members shall be responsible for reporting unsafe equipment to their supervisors.

A. The supervisor shall access the situation and take the appropriate steps to correct the matter.

B. Should the bargaining unit member not be satisfied with the decision of the supervisor, the bargaining unit member and the supervisor shall request a conference with the Director.

C. The decision of the Director may be appealed to the Superintendent for final disposition.

19.03 Bargaining unit members shall not direct students to operate equipment that has mutually been determined to be unsafe.

19.04 Bargaining unit members may be required to submit to post accident drug and alcohol testing as provided by ORC 4123.54 and the rebuttable presumption law (HB 223) which may cause a Worker's Compensation claim to be disallowed if the worker tests above the established limits for drugs or alcohol. Claims may also be disallowed if the worker refuses to submit to testing.

**ARTICLE 20**  
**CONTRACT SEQUENCE**

20.01 Limited contracts shall be issued by the Board to bargaining unit members in the following sequence:

A. Supplemental License or Teachers holding less than a five year professional license

1. One (1) year contracts

B. Five (5) Year License or Permanent Certificate

1. One Year Contract: upon initial employment.
2. One Year Contract: upon re-employment for the second contract.
3. Two Year Contract: upon re-employment for the third contract.
4. Three Year Contract: upon re-employment for the fourth contract and every contract thereafter.

20.02 All members employed by the Board shall be issued written contracts in accordance with the Ohio Revised Code. Such contracts shall include the following information:

- A. Annual compensation to be paid for the first year of the contract.
- B. Basis of determining compensation (i.e. amount of training and years of experience credited to the teacher).
- C. Type of contract, limited or continuing. If limited, the number of years contract is to be in effect.

**ARTICLE 21**  
**MATERIALS AND SUPPLIES**

21.01 The Board will provide supplies, materials, and books in accordance with the requirements governing vocational education established by the State Board of Education Minimum Standards.

21.02 Members shall not be required or expected to provide personal property for school use.

**ARTICLE 22**  
**SUBSTITUTE TEACHERS**

22.01 The Board agrees to employ properly certified substitutes.

**ARTICLE 23**  
**WORK DAY**

23.01 The maximum work day for bargaining unit members shall be seven (7) hours including preparation time and a 30-minute duty-free lunch period.

23.02 Unless excused in advance by the Superintendent or his/her designee, members shall be expected to attend Open House, Advisory Committee Meetings, Parent Nights, Graduation, and Faculty Meetings. Members will not be required to use sick leave and/or personal leave for excused absences for the above after work day activities.

**ARTICLE 24**  
**SCHOOL YEAR**

- 24.01 The length of each school year will include 180 student instruction days and two (2) teacher inservice and/or work days, for a total of 182 days. The 182 days shall be worked at the discretion of the Board.
- 24.02 Any bargaining unit member not employed on extended service who is required by the Board of Education and/or Superintendent to attend a workshop, inservice or training seminar outside of the 182 day work year, shall be paid at his/her per diem rate for each day in attendance.

**ARTICLE 25**  
**SCHOOL PROCEDURES**

- 25.01 The School Administration shall, prior to the beginning of each school year, provide all bargaining unit members with a copy of all written procedures of operation. Said procedures are subject to the provisions of this Agreement.
- 25.02 The Association President shall be given a copy of all Board Policies and Procedures currently in effect and all updates as they occur.

**ARTICLE 26**  
**SUMMER SCHOOL/ADULT EDUCATION**

- 26.01 Any bargaining unit member interested in teaching summer school shall have the responsibility of notifying the Superintendent of his/her interest.
- 26.02 Said positions will be filled first by the bargaining unit applicant assigned to the position during the normal work day; second by other bargaining unit applicants qualified to fill the position; and last, by outside applicants.
- 26.03 Any bargaining unit member interested in teaching adult education shall have the responsibility of notifying the Superintendent of his/her interest.
- 26.04 A qualified Adult Education applicant shall be defined as an applicant with the required expertise and, if appointed, will not result in the loss of State reimbursement.
- 26.05 Preference will be given to bargaining unit members who have the required expertise and qualify for State reimbursement.
- 26.06 If none of the bargaining unit members applying meet the above requirements as determined by the Superintendent, outside applicants will be sought.

**ARTICLE 27**  
**TRANSFERS, REASSIGNMENTS, PROMOTIONS**

- 27.01 When a vacancy arises or a new position is anticipated (including supervisory, administrative, and/or supplemental) the Superintendent shall post a notice of such position(s) and/or vacancies on a bulletin board in each school building office for no less than five (5) working days before the vacancy is filled. During the months of June and July, the Superintendent will post each vacancy or new position in each school building office for a period of five (5) working days. During the month of August, the Superintendent will post each vacancy or new position in each school building office for a period of three (3) days until August 20th. Members may call the Superintendent's office to inquire about vacancies during the month of August.
- 27.02 Teachers who desire a change in grade and/or subject assignment and hold a certification for said change may file a written statement of a desire with the Superintendent no later than ten (10) calendar days after notification of said vacancy.
- 27.03 In acting on a request for voluntary assignment, or transfer, the following criteria shall apply:
- A. Individual qualifications,
  - B. Instructional requirements,
  - C. Staff availability and experience,
  - D. Seniority in the district, where the foregoing factors are substantially equal among two or more applicants for voluntary reassignment or transfer, and,
  - E. The teacher who applies for a voluntary change in subject assignment shall not be hired in place of another teacher who already holds that assignment, regardless of seniority.
- 27.04 Bargaining unit members who desire a transfer or reassignment shall submit a written statement of such desire to the Superintendent no later than April 15th of each school year. The Superintendent shall prepare a list of those teachers desiring a change and present it to the Association President prior to the last day of school.
- 27.05 The Superintendent shall notify the Association President of any known vacancies as they occur.
- 27.06 Teachers shall be notified of teaching assignments at the earliest possible date.

27.07 Involuntary Transfer and/or Reassignment

- A. An involuntary transfer or reassignment after September 1 to be effective during the current school year will be made only after a meeting between the teacher involved and the Superintendent at which time the teacher shall be notified in writing of the reasons. A reassignment made pursuant to this policy shall be in the best interests of the school district.
- B. A teacher being voluntarily transferred or reassigned will be placed only in a position for which such teacher is certified.

27.08 Promotions

- A. The Board declares its general support of the policy of filling vacancies, including vacancies in supervisory positions, from within its teaching staff provided, however, nothing herein shall preclude the Board of Education from determining that the interests of the school system can best be served by actively seeking candidates from outside the district.
- B. The Board determines who shall fill the vacancies. No transfers will be made until all staff candidates have been screened and, in the Board's judgment, the best person has been selected for the position.
- C. Whenever a promotion vacancy arises, the Board shall promptly notify all staff of the position within twenty-four (24) hours of said position becoming available.

27.09 Disabled Members Assignment

In accordance with the provisions of the Americans With Disabilities Act, the Superintendent shall strive to "reasonably accommodate" the employment of disabled members of the bargaining unit provided said accommodation does not cause an undue hardship on the Board of Education nor result in the RIF'ing of a member of the bargaining unit. In effecting said accommodation, the posting and assignment procedures provided for in this Article shall not apply.

**ARTICLE 28**  
**PARENTAL COMPLAINT PROCEDURE**

- 28.01 When a complaint is made by a parent or any other member of the public concerning a member's conduct, service, character or personality which is deemed serious enough to become a matter of formal record, the member shall be informed of the complaint by the Director(s) and/or Superintendent and the parties shall attempt to resolve the complaint.

- 28.02 If the complainant is not satisfied after conferring with the Superintendent, the complainant may appeal to the Board by submitting a written request to the Superintendent within five (5) working days following the conference with the Superintendent.
- 28.03 The Board will review the complaint with all parties involved. The Board will render its decision relative to the complaint within ten (10) days. The decision of the Board shall not be subject to the grievance procedure unless the Board decision involves a disciplinary action being taken against a member. Such action would include written reprimands and suspensions. The decision of the Board shall be final.

**ARTICLE 29**  
**USE OF PERSONAL AUTOMOBILE**

- 29.01 The Board will purchase supplemental liability insurance to cover employees voluntarily transporting students in their car to and from Board authorized activities approved by an administrator. Insurance coverage shall be a minimum of \$300,000 per person bodily injury and personal property.
- 29.02 Employees voluntarily transporting students in their car shall provide the appropriate administrator with the name(s) of the student(s) being transported, date, activity attending, and location of the activity prior to leaving.
- 29.03 Employees authorized to travel shall be reimbursed according to Article 37.

**ARTICLE 30**  
**RESIDENT EDUCATOR MENTOR PROGRAM**

- 30.01 The purpose of the Resident Educator Mentoring Program is to provide a program of positive formal support to foster professional growth of the individual, and assessment of the performance of beginning teachers and other bargaining unit members who require a license. The Resident Educator program does not replace the employment evaluation and is used exclusively for licensure preparation.
- 30.02 The Resident Educator program shall operate in accordance with the Teacher Education and Licensure Standards, ODE Guidelines, and all other applicable laws and rules.
- The Resident Educator Program within the Gallia-Jackson-Vinton Joint Vocational School District shall be that prescribed by the State of Ohio.
- 30.03 Mentors shall communicate directly with the Resident Educator bargaining unit member and shall hold all information in strict confidence. All interaction, written or verbal, between the mentor teacher and the Resident Educator bargaining unit member shall be confidential information which may not be divulged to either

support or defend subsequent employment decisions.

- 30.04 The Local Professional Development Committee will oversee the selection and assignment of the mentors. The LPDC will also assure that the Resident Educator program is operated within the approved guidelines.
- 30.05 Mentor teachers shall possess a minimum of five (5) years of satisfactory teaching experience within the District. Mentor teachers will be credentialed according to the training standards prescribed in the Ohio Resident Educator Mentor Standards. Efforts will be made to provide such training locally as a part of the District's professional development activities.
- 30.06 Mentors will be provided appropriate release time to conduct classroom observations as required by the Ohio Resident Educator Program. Mentors will also use planning periods, as well as other time necessary, both within and outside the normal teacher workday, to complete mentoring responsibilities. Mentors will use state designed formative assessment tools, protocols and processes.

Mentors will be expected to maintain a log indicating the dates and times of meetings, observations, and activities with the teacher being mentored. This will be provided to the administration and both the teacher mentor and the teacher mentee will sign such log.

- 30.07 Year One Resident Educator Mentors will be compensated \$600 per year per mentee. The submission of an accurate log signed by both the mentor and mentee will be required to release payment. Compensation for Years Two, Three and Four will be determined when the program requirements for those years are determined.
- 30.08 The mentoring of off-campus satellite teachers presents a special challenge in terms of identifying a mentor. Mentors of off-campus satellite Resident Educator teachers may be obtained through the host or other school district. In such cases the rules, pay rates, or guidelines of the host school may be applied. These cases will be addressed individually with the understanding that the administration will be provided the flexibility required and that the terms of Article 30 will not be strictly applied to the off-campus satellite mentoring situations.

**ARTICLE 31  
SALARY SCHEDULE**

31.01 The salary index is as follows:

<u>Experience</u>	<u>Bachelors</u>	<u>150 Hours</u>	<u>Masters</u>
Step 0	1.000	1.045	1.150
Step 1	1.040	1.090	1.200
Step 2	1.080	1.135	1.250
Step 3	1.120	1.180	1.300
Step 4	1.160	1.225	1.350
Step 5	1.200	1.270	1.400
Step 6	1.240	1.315	1.450
Step 7	1.280	1.360	1.500
Step 8	1.320	1.405	1.550
Step 9	1.360	1.450	1.600
Step 10	1.400	1.495	1.650
Step 11	1.440	1.540	1.700
Step 12	1.480	1.585	1.750
Step 13	1.520	1.630	1.800
Step 15	1.600	1.720	1.900
Step 20	1.6455	1.7655	1.9455

31.02 (NOTE: Beginning with the 2014-2015 school year, members will be placed on the appropriate step per their experience as though the step advances had not been frozen during the June 2011 through June 2014 Agreement.)

The Salary Schedule for the 2014-15 school year is as follows:

<u>Experience</u>	<u>Bachelors</u>	<u>150 Hrs.</u>	<u>Masters</u>
0	33,003	34,488	37,953
1	34,323	35,973	39,604
2	35,643	37,458	41,254
3	36,963	38,944	42,904
4	38,283	40,429	44,554
5	39,604	41,914	46,204
6	40,924	43,399	47,854
7	42,244	44,884	49,505
8	43,564	46,369	51,155
9	44,884	47,854	52,805
10	46,204	49,339	54,455
11	47,524	50,825	56,105
12	48,844	52,310	57,755
13	50,165	53,795	59,405
15	52,805	56,765	62,706
20	54,305	58,265	64,206

During 2014-2015 a bonus of \$300 will be provided.

The Salary Schedule for the 2015-16 school year is as follows:

<u>Experience</u>	<u>Bachelors</u>	<u>150 Hrs.</u>	<u>Masters</u>
0	33,663	35,178	38,712
1	35,010	36,693	40,396
2	36,356	38,208	42,079
3	37,703	39,722	43,762
4	39,049	41,237	45,445
5	40,396	42,752	47,128
6	41,742	44,267	48,811
7	43,089	45,782	50,495
8	44,435	47,297	52,178
9	45,782	48,811	53,861
10	47,128	50,326	55,544
11	48,475	51,841	57,227
12	49,821	53,356	58,910
13	51,168	54,871	60,593
15	53,861	57,900	63,960
20	55,392	59,432	65,491

The Salary Schedule for the 2016-17 school year is as follows:

<u>Experience</u>	<u>Bachelors</u>	<u>150 Hrs.</u>	<u>Masters</u>
0	34,336	35,881	39,486
1	35,709	37,426	41,203
2	37,083	38,971	42,920
3	38,456	40,516	44,637
4	39,830	42,062	46,354
5	41,203	43,607	48,070
6	42,577	45,152	49,787
7	43,950	46,697	51,504
8	45,324	48,242	53,221
9	46,697	49,787	54,938
10	48,070	51,332	56,654
11	49,444	52,877	58,371
12	50,817	54,423	60,088
13	52,191	55,968	61,805
15	54,938	59,058	65,238
20	56,500	60,620	66,801

**ARTICLE 32**  
**STRS PICK-UP**

- 32.01 The Board shall "pick-up" the certified teaching employees required contributions to the State Teachers Retirement System (hereinafter STRS), as a condition of employment under the conditions set forth below:
- A. The amount to be "picked-up" on behalf of each employee shall be that amount mandated by STRS of the employee's gross annual compensation. The employee's annual compensation shall be reduced by an amount equal to the amount "picked-up" by the Board for the purpose of State and Federal tax only.
  - B. An Addendum to each bargaining unit employee's contract which states that the employee's contract salary is being restated as consisting of (1) a cash salary component, which is equal to the amount of the employee contribution being "picked-up" by the Board on behalf of the employee; (2) that the Board will contribute to STRS an amount equal to the employee's required contribution to STRS for the account of each bargaining unit employee; and (3) that sick leave, severance, vacation, supplemental, and extended service pay which are indexed to or otherwise determinable by reference to the employee's rate of pay shall be calculated upon both the cash salary component and pick-up component of the employee's restated salary. All subsequent contracts and salary notices for these affected certificated employees shall be conformed to include the provisions of the addendum.
  - C. Each teacher will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax deferred compensation plans.
  - D. The "pick-up" shall be uniformly applied to all members of the bargaining unit.
- 32.02 If the foregoing "pick-up" provisions are nullified by subsequent Internal Revenue Service ruling, Ohio Attorney General opinions, or other governing regulations or laws, the Board will be held harmless and this Article of the Agreement shall be declared null and void.

**ARTICLE 33**  
**INSURANCES**

33.01 Hospitalization - Major Medical - Prescription Drug

The Board will pay 100% of all premium costs frozen at the 2014-2015 plan costs for both single and family hospital, surgical, major medical and prescription drug insurances. The Association members agree to pay 100% of the premium increases up to 10% each year for the duration of the contract. Should premiums increase above 10% per year the Association members will split the increase amount over 10% at 50% Board and 50% members. At insurance renewal time or when changes to the plan are otherwise required, a committee consisting of two members each representing the BHTA, the BHSS, and the Administration will be formed to recommend to the Board adjustments to the schedule of benefits or otherwise change the plan and/or insurance carrier to achieve the desired coverage levels. Such changes shall not increase the Board's maximum risk assumed under the MAX105 reimbursement program.

Should the committee be unable to make a recommendation for the Board to act upon, then the Board will select a coverage level to provide insurance for all bargaining unit members.

The Board may select the type of plan (i.e. single, family, employee/spouse, etc.) that the Board deems the most cost-effective under which to provide coverage to the members. Members shall execute and submit the necessary documents to implement the coverage plan selected by the Board or shall risk the loss of insurance coverage. Nothing in this section is to be interpreted in such a way as to deny Board health insurance coverage to any otherwise qualified family member.

Members enrolled in the Health Insurance plan (excludes opt outs) will receive an annual stipend as follows:

2014-2015	\$0 Single, \$0 E/S, \$0 E/C and \$0 family
2015-2016	\$500 Single, \$1,100 E/S, \$900 E/C, and \$1,500 family
2016-2017	\$500 Single, \$1,100 E/S, \$900 E/C, and \$1,500 family

The June 13, 2012 M.O.U. regarding the provision of personal health information for the purpose of obtaining insurance quotes is shown as an Addendum in the Appendix without a sunset clause and is hereby made a part of this Agreement.

33.02 Life Insurance

The Board will provide life insurance in the amount of \$40,000 for the term of this Agreement.

### 33.03 Dental Insurance

The employee may participate in a dental insurance plan already implemented by the Board for administrative personnel by paying the full monthly premium through payroll deduction. In order for this provision to be applicable, a minimum of five (5) bargaining unit members (or such participation cut-off that is determined by the carrier) must sign up for this coverage.

### 33.04 Health Insurance Opt-Out Incentive Plan

#### A. Eligible Participants

Full time bargaining unit members who are currently insured under the health insurance plan provided in this Agreement and, who may be insured under another health insurance plan, may elect to opt-out of the Board-approved health insurance plan by completing the Application for Participation In Health Insurance Conservation Incentive Plan.

#### B. Opt-Out Benefits

Each eligible bargaining unit member electing to opt-out of the Board-approved health insurance plan shall receive an incentive payment equal to fifty percent (50%) of the amount which the Board would have been required to contribute to that member's health insurance premium payment had the member continued to subscribe to that coverage. Such incentive payment shall be paid annually.

#### C. Involuntary Changes In Insured Status

Any eligible bargaining unit member who elected to opt-out of the health insurance plan provided by this Agreement who involuntarily loses other insurance coverage through the unemployment of spouse, death of spouse, or divorce from spouse will be permitted to re-enroll in the Board-approved health insurance plan(s). Notice of intent to enroll will be provided the Treasurer not later than the third Monday of the month following a qualifying event with coverage to be effective the first day of the following month.

#### D. Voluntary Changes In Insured Status

Subject to provisions of paragraph C above, any bargaining unit member who elected to opt-out of the Board-approved health insurance plan provided in this Agreement may enroll in the Board-approved health insurance plan(s) during the next annual open enrollment period. Any such member shall notify the Treasurer that he/she intends to re-enroll in the Board-approved health insurance plan(s).

E. Reimbursement Date

Eligible members opting-out of the health insurance plan provided in this Agreement shall be reimbursed in accordance with the provisions of paragraph B above in a lump sum payment the second pay in June.

**ARTICLE 34**  
**TUITION REIMBURSEMENT**

34.01 Subject to the limitations stated below, the Board shall reimburse members at the rate of 40% of tuition costs, up to \$60 per semester hour or \$50 per quarter hour, for a college course in the teacher member's area of certification and assignment offered by an accredited college or university, and, at a like rate for equivalent courses in the area of certification of a teacher of vocational education and approved by the Superintendent. All requests for reimbursement shall be submitted to the Superintendent for prior approval.

34.02 Payment to the member will be made within thirty (30) days of providing evidence of satisfactory completion of the course.

34.03 Limitations

- A. The teacher must complete the next school year as a teacher in the district. If a teacher fails to satisfy this teaching obligation, the amount for which that teacher has been reimbursed improperly under the preceding sentence shall be immediately due and payable to the district.
- B. Course work must be scheduled at times that do not interfere with normal duties during the work day of the teacher.
- C. The teacher must present proof of satisfactory completion of the course to the Treasurer. Proof of satisfactory completion of the course shall consist of: 1) The official transcript from the college, university, or 2) sponsoring organization, or official grade slip showing the final course grade; or 3) a letter from the college registrar's office confirming the actual completion of the course.
- D. Reimbursement shall occur for a maximum of ten (10) semester hours (or fifteen (15) quarter hours) per teacher taken within any twelve (12) month period.
- E. A teacher is eligible for this provision only after obtaining a four (4) year provisional certificate or a five (5) year license.

- F. A grade level of C or above must be attained and on the transcript before reimbursement can be made.

**ARTICLE 35**  
**STIPEND**

- 35.01 A stipend of \$163.90 per day will be paid to the full-time members of the bargaining unit for days worked other than the regular school day in relation to a youth activity which is non-fundraising in nature and approved by the building administrator. A stipend of \$75.00 per night will be paid to bargaining unit members supervising on an overnight activity/trip.
- 35.02 Each instructor shall provide the leadership necessary to improve the quality of instruction. To develop student leadership, to enhance citizenship responsibilities and to provide youth activities directly related to their students' participation at the local, district, state, and national levels. Upon the authorization of the Superintendent, if the sponsored and approved leadership or competitive event is held on days other than a regular school day and the teacher has students participating in said event, this stipend compensation policy shall apply.

**ARTICLE 36**  
**SEVERANCE PAY/RETIREMENT PAY**

- 36.01 All employees who provide written notification of State Teacher Retirement System (STRS) retirement eligibility, to the Board Treasurer within ninety (90) days of actual retirement from the Gallia-Jackson-Vinton Joint Vocational School District and who has worked in the district for at least ten (10) continuous years will be paid retirement severance. Such retirement severance will be paid at the per diem rate of the annual salary rate less any extended service or supplemental contract pay at the time of actual STRS retirement.
- 36.02 The Board authorizes the payment to a retiring employee an amount equal to 25% of his/her unused sick leave days to a maximum of sixty (60) days under the conditions hereinafter specified.

In addition, employees with the following years of service in the Gallia-Jackson-Vinton JVS District shall receive:

- 15 years - 1 additional day
- 20 years - 1 additional day
- 25 years - 1 additional day
- 30 years - 1 additional day
- 35 years - 1 additional day

- A. Teachers serving in feeder districts whose units have been assigned to the Gallia-Jackson-Vinton JVS Board of Education shall be eligible to count

their teaching experience in the home school for severance pay in accordance with the provisions of this Article.

36.03 For the purpose of this policy, "retirement" means actual retirement under the State Teachers Retirement System (STRS) and does not include disability retirement or service severance from the district. In order to qualify for retirement pay, an employee shall:

- A. Retire from the school system by submitting a written statement of the retirement notice to the Board of Education.
- B. Express his/her intention to retire on or before his/her last day of service.
- C. Provide the Treasurer of the Board of Education evidence from the State Teachers Retirement System that substantiates employee's eligibility for retirement benefits as of the last day of employment.
- D. Have served ten (10) or more continuous years of active service in this district.
- E. Have an effective STRS Retirement date no later than ninety (90) calendar days after the final day of service with this Board.
- F. After the Board of Education accepts the resignation, the employee must (within ninety (90) days of the last day of employment) provide to the Treasurer of the Board of Education a statement that the above items have been completed and retirement pay is requested. Failure to request payment within the ninety (90) day period may waive the employee's right to STRS retirement pay.
- G. A teacher may retire only once. No person shall collect severance pay/retirement pay more than one (1) time. Receipt of severance pay/retirement pay shall eliminate all sick leave credited to the bargaining unit member.

36.04 The bargaining unit member shall have the option of receiving severance in one of the following ways:

- A. One (1) lump sum upon documented evidence of retirement.
- B. One (1) lump sum in January of the succeeding calendar year.

In the event a member is qualified to receive severance by virtue of retirement and the member dies prior to receiving his/her severance, then the severance shall be paid to the employee's estate.

- 36.05 Payment of retirement pay shall eliminate all obligations of the employer at the time of retirement from any further retirement payment or restoration of unused sick leave.

**ARTICLE 37**  
**TRAVEL REIMBURSEMENT**

- 37.01 Members whose assignment necessitates travel shall, if they use their own automobiles, and if approved by the appropriate administrator, be reimbursed for the travel at the established IRS rate that is in effect at the time the travel occurs.
- 37.02 The Gallia-Jackson-Vinton JVS Travel Expense Form shall be submitted by the end of each month to the Treasurer's Office in order for the employee to be reimbursed on or before the fifteenth (15th) day of the following month. Travel forms not so submitted shall be granted a one-month grace period only, after which, a loss in reimbursement will result for the specific month the form is due. In no event, will travel reimbursement occur after the close of the fiscal year in which the travel took place.

**ARTICLE 38**  
**COPIES OF THE CONTRACT**

- 38.01 The Association shall assume the responsibility for printing the Agreement. The cost of printing shall be shared equally by the Board and the Association.
- 38.02 The number of printed copies shall be sufficient to provide each member of the bargaining unit, the Administration, and the members of the Board with a copy. A reasonable number of additional copies will be printed and made available to both the Association and the Administration for distribution.

**ARTICLE 39**  
**CONTRARY TO LAW PROVISION**

- 39.01 If any provision of this Agreement, or the application of any provision, shall be rendered or declared invalid, unlawful, or not enforceable by any court action or by reason of any existing or subsequently enacted legislation, then such provision shall not be applicable, performed, or enforced, but all remaining parts of this Agreement shall remain in full force and effect for the term of this Agreement.

**ARTICLE 40**  
**TEACHING ASSIGNMENT DURING PLANNING PERIOD**

- 40.01 The Board of Education will issue a supplemental contract to each bargaining unit member assigned to teach in the option program and, who as the result of said assignment is denied a planning and conference period during pupil contact time.

The member shall be paid \$1,501.00 per semester/\$3,002.00 per year in 2014-2015.  
The member shall be paid \$1,531.00 per semester/\$3,060.00 per year in 2015-2016.  
The member shall be paid \$1,561.00 per semester/\$3,122.00 per year in 2016-2017.

Each eligible member shall be reimbursed at the conclusion of each semester in a check separate from his/her regular paycheck.

- 40.02 When an Applied Academic Program Teacher is absent on approved leave for a total of ten (10) days in a semester, the teacher will be paid for the number of planning and conferences periods actually worked per semester.

#### **ARTICLE 41** **COMMERCIAL DRIVERS LICENSE**

- 41.01 The Board agrees to pay the cost of all training and other related expenses of bargaining unit members required to obtain or renew a commercial driver's license which is required to transport students to various class activities. License renewals must be submitted to the Superintendent no later than October 1 of each year to receive expense reimbursement.

#### **ARTICLE 42** **EMPLOYMENT OF RETIRED TEACHERS**

- A. A retiree is defined as a certificated staff member who has retired through a public or privately sponsored teachers' retirement system and is receiving a monthly stipend from said retirement system.
- B. For the purpose of salary schedule placement upon initial employment, a previously retired teacher (PRT) will be placed at their starting experience level according to Board Policy, not to exceed Step 7 and will advance one experience step annually, not to exceed Step 10. PRTs advancing to Step 10 will remain at Step 10 indefinitely.
- A PRT will be placed on the academic training columns according to Board Policy; however, a PRT that retired from the Gallia-Jackson-Vinton JVSD will retain their column placement held at the time of retirement, should it be greater than that granted by Board Policy.
- C. PRTs will be awarded one-year limited contracts that automatically expire at the end of each school year, without notice of nonrenewal. PRTs are not eligible for continuing contract status.
- D. PRTs shall not accrue seniority. They shall be the first to have their contract suspended. They shall have no bumping or transfer rights.
- E. PRTs shall not be eligible for severance pay.

- F. PRTs shall not accrue seniority. PRTs will be eligible for the Board Health Insurance coverage only if they are not eligible for health insurance coverage under STRS or other available group coverage. PRTs are not eligible to participate in the Health Insurance Opt-Out Incentive Plan. PRTs may receive tuition reimbursement only for course work necessary to maintain their certificate or license.
- G. Prior employment in the District is no guarantee of post retirement employment or a particular position, if rehired.
- H. The parties intend for the provisions of this Article to supersede all other conflicting provisions of this agreement, including but not limited to: Article 12 – Evaluation Procedure, Article 13 – Reduction in Force, Article 17 – Nonrenewal of Limited Contracts, Article 20 – Contract Sequence, Article 27 – Transfers, Reassignments, and Promotions, Article 31 – Salary Schedule, Article 33 – Insurance, Article 34 – Tuition Reimbursement, and Article 36 – Severance Pay/Retirement Pay.

PRTs shall be entitled to all other benefits available to bargaining unit members unless otherwise limited by specific provisions of this Article.

- I. The parties intend for the provisions of this Article to supersede, to the maximum extent permitted by law, all sections of the ORC that may be in conflict with this Article.

**ARTICLE 43**  
**DURATION**

- 43.01        Upon ratification by both parties, this Agreement shall become effective at 12:01 A.M. on July 1, 2014 and shall continue in full force and effect until midnight June 30, 2017.
- 43.02        This Agreement between the parties is attested to by the representatives whose signatures appear below.

**FOR THE BOARD**

*Randy Evans*

1-14-15  
(Date)

**FOR THE ASSOCIATION**

*Randall Simms*

1-14-15  
(Date)

APPENDIX B

MEMORANDUM OF UNDERSTANDING

LAWN & GARDEN SHOW PARTICIPANTS

Members participating in the Lawn and Garden show will be permitted to leave upon completion of all required paper work on the last teacher work day.

FOR THE BOARD:

*Jan L. Schmidt*

*October 27, 1992*

(DATE)

FOR THE ASSOCIATION:

*Jane M. Carley*

*November 12, 1992*

(DATE)

AMENDMENT TO APPENDIX B

LAWN AND GARDEN SHOW MEMORANDUM OF UNDERSTANDING

Members satisfactorily participating in the Lawn and Garden Show (EXPO) may begin the checkout procedure prior to the last teacher work day. Such members having appropriately completed the required checkout procedures will receive final clearance from their Supervisor and be checked out on the last student day.

FOR THE BOARD:

*Randy Evans*

*September 28, 2010*

(Date)

FOR THE ASSOCIATION:

*Jane M. Miller*

*Nov. 2, 2010*

(Date)

**ADDENDUM PER ARTICLE 33.01  
HOSPITALIZATION - MAJOR MEDICAL - PRESCRIPTION DRUG**

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE BUCKEYE HILLS TEACHERS ASSOCIATION AND  
THE GALLIA-JACKSON-VINTON JOINT VOCATIONAL BOARD OF EDUCATION**

This Memorandum of Understanding ("MOU") is entered into this 13<sup>th</sup> day of June, 2012 by and between the Buckeye Hills Teachers Association (hereinafter referred to as the "Association") and the Gallia-Jackson-Vinton Joint Vocational Board of Education (hereinafter referred to as the "Board").

**WHEREAS**, the purpose of this MOU is to address the issue of insurance companies requiring that employees of the Board, including bargaining unit members, provide personal health information to them in order to provide quotes to the Board;

**WHEREAS**, in the past, some bargaining unit members have declined to provide such information to insurance companies from whom the Board has sought quotes;

**WHEREAS**, the ability of the Board to obtain the most accurate and best quotes for health insurance premiums is based on the submission by all employees, including bargaining unit members, of their respective personal health information;

**WHEREAS**, under Article 33, Section 33.01 of the Collective Bargaining Agreement, ("Agreement") the parties have agreed that any increase in premium costs at the renewal of any insurance plan will be paid for by bargaining unit members;

**WHEREAS**, there is a risk that the insurance provider chosen will increase the actual premium charged from the quoted amount, or refuse to provide coverage to an individual or the entire group based upon personal health information provided subsequent to the quote; and

**WHEREAS**, the parties desire to limit the risk to all bargaining unit members of having to pay the cost of any increase in premium that is due to personal health information being submitted subsequent to the quotes;

**NOW, THEREFORE**, in consideration of the mutual promises and obligations contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Board and the Association agree to the following:

1. The District shall not be provided with nor shall have access to any personal health information of any bargaining unit member and/or family member of a bargaining unit member that is submitted to an insurance company hereunder.
2. For any bargaining unit member who does not provide his/her respective personal health information and/or for any family member of a bargaining unit member whose personal health information is not provided to an insurance company in order to obtain a quote, and that insurance company is chosen as the health insurance provider for the District's bargaining unit members:

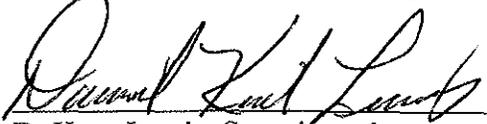
- a. such bargaining unit member and/or such family member of the bargaining unit member shall not participate in the District's health insurance plan.
  - b. such bargaining unit member shall not be considered to have opted out of the District's health insurance plan and shall not be entitled to any opt-out incentive payment, as set forth in Section 33.04 of the Agreement. The opt-out incentive payment may only be obtained by bargaining unit members who comply with the opt-out procedure during the open enrollment period.
3. This MOU shall have no effect on any other section of the Agreement between the parties, which shall remain in full force and effect. The parties also agree that this MOU establishes no precedent, and no party will use this MOU to demonstrate custom or practice of the parties in any future proceedings.
  4. The Association and the Board have reviewed this MOU with their representatives, understand its terms and conditions, are voluntarily executing this MOU, and each signatory to this MOU represents that he or she has the authority to enter into this MOU on behalf of his or her party.
  5. ~~This MOU will sunset with the expiration of the current Agreement or any extensions thereof, whichever occurs later.~~

APPROVED:

Buckeye Hills Teachers Association

  
\_\_\_\_\_  
Union President

Gallia-Jackson-Vinton Joint  
Vocational Board of Education

  
\_\_\_\_\_  
D. Kent Lewis, Superintendent

