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AGREEMENT BETWEEN

THE LAWRENCE COUNTY JOINT VOCATIONAL SCHOOL
BOARD OF EDUCATION

AND

THE LAWRENCE COUNTY VOCATIONAL TEACHERS ASSOCIATION

JULY 1, 2015-JUNE 30, 2017

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PREAMBLE

It is the intent and purpose of the parties hereto to set forth in the Agreement, which follows herein their respective rights and obligations with regard to one another, and to commit themselves to act in accordance with the Ohio and federal requirements for parties to a public sector bargaining agreement.

The Board and the Association recognize their joint duty to the citizens of Lawrence County and to the students of the Lawrence County Joint Vocational School District to strive for and attempt to provide excellence in education, and to assist in the development of their students' skills and personal growth.

The Association recognizes the role of its members as the key to student achievement through the guidance and example of dedicated teachers. The Board recognizes its role in assisting and supporting the members of the Association by active support, by fair compensation, and by assisting in sustaining and improving the development of teacher competence.

To these ends, the parties recognize the need of the faculty and administration to function in a harmonious and mutually supportive environment. Accordingly, the purpose of this Agreement is to establish a framework that will foster such an environment and further the guiding principles set forth above.

ARTICLE 1: RECOGNITION

1.01 The Lawrence County Joint Vocational School Board of Education, hereinafter, referred to as the "Board" recognizes the Lawrence County Vocational Teachers Association, OEA/NEA Local, hereinafter, referred to as the "Association", as the sole and exclusive bargaining representative for the bargaining unit as defined in Section 1.02.

1.02 The Association shall be recognized as the exclusive representative of all secondary certified instructors including Media Center Specialist, GRADS Coordinator and Assessment Evaluator.

1.03 Administrative and supervisory personnel as defined in Section 4117.01 of the Ohio Revised Code shall be excluded from the bargaining unit including the Superintendent, Associate Directors, Treasurer, and Secondary Supervisors.

1.04 Part-time shall be defined as those employees who work less than a full-time schedule but more than fifteen (15) hours per week each week during the school calendar. No bargaining unit member presently receiving any benefits will lose those benefits by application of this section.

ARTICLE 2: ASSOCIATION RIGHTS

Recognition of the Association as the sole and exclusive representative shall entitle the Association to certain exclusive rights during the term of this Contract or any written extension thereof.

2.01 The Association shall be provided all agendas and approved minutes of the Board no later than the time of distribution to Board members. The Association President or his/her designee shall if time allows be informed of any agenda changes. All non-confidential attachments to Board agendas shall be made available to the Association in the Superintendent's office.

2.02 The Treasurer of the Board shall upon request of the President of the Association provide a copy of each of the following public documents approved or received by the Board and/or Treasurer, Documents shall include:

A. Amended Certificates of Estimated Resources;

B. Each year's Temporary and Permanent Appropriations Resolution;

C. Each year's training and experience grid for all bargaining unit members whose salaries are paid from the general fund;

D. Each month's statement of Receipts and Expenditures by Fund

E. The Treasurer of the Board shall supply all financial documents, upon request that are public documents pursuant to ORC 149. The Treasurer of the Board shall also provide all financial documents requested by the Association that are required by ODE and the Auditor of the State to analyze the district's finances and that are in compliance with general accounting practices.

The Board shall be reimbursed for the cost of copying these documents requested by the President of the Association at the actual expense, which is at the rate of 15 cents per page for photocopy and 10 cents per page of computer print out.

2.03 The Association shall be permitted to use one (1) specifically designated bulletin board for communicating with unit members. The board shall be designated by the Superintendent, but shall be in an area frequented by unit members. The Association agrees not to post any derogatory material on the bulletin board provided for its exclusive use.

2.04 To facilitate communication with the bargaining unit member, the Association shall, at the discretion of the Superintendent or his designee, have the opportunity to use the internal school mail system (mailboxes) to disseminate routine information to its members. There will be no use of the E-mail system on the school's computers for Association business without prior approval of the Superintendent or his designee. Internet usage is restricted to the school board's policy on Internet usage and no unauthorized charges will be paid by school district. Every bargaining unit member's

usage of the school's e-mail or Internet is subject to monitoring by the administration.

2.05 The Association may provide the Superintendent with announcements, which may, at the discretion of the Superintendent or his designee, be read on the school building public address system.

2.06 A. Whenever possible all visits to the school by a representative or representatives of the OEA shall be arranged in advance.

B. Visits by OEA Labor Relations Consultants, shall not interfere with unit Members' teaching duties and such visits normally will be scheduled after normal school hours.

C. The OEA Labor Relations Consultant(s) shall report to the front office (like all visitors) on visiting the premises.

D. Visits by an OEA Labor Relations Consultant(s) with teachers shall only be held in an area to be designated by the building administrator.

2.07 The Treasurer of the Board of Education shall, upon specific written request, provide the Association yearly with a list of the unit members or those eligible to be in the unit.

2.08 The Association President or his/her designee shall be invited to attend all scheduled Board meetings. The President or his/her designee shall be granted release time with pay for Board meetings scheduled during his/her normal work day.

ARTICLE 4: GRIEVANCE PROCEDURE

4.01 The primary purpose of this procedure shall be to obtain at the lowest level and in the shortest period of time equitable solutions to grievances which may arise from time to time.

4.02 General Provisions:

A. A grievance shall be an alleged violation, misinterpretation, or misapplication of (1) this Agreement; (2) individual employee contract; or (3) established Board policy.

B. Any individual unit member or the Association itself may file a grievance.

C. "Class action grievance" shall be a grievance that affects more than one employee in the bargaining unit and may be filed by the Association.

D. Time limits given shall be considered as maximum unless extended by mutual written agreement.

E. Failure of the aggrieved to proceed within the specified time limits to the next level of the procedure shall mean the grievance has been resolved by the recommendations stated in the previous level.

F. Failure of the Administration or Superintendent to respond in the time limit stated at any given step shall mean the grievance will automatically move to the next higher level.

G. A day shall be a school day during the regular school year. A day shall be a week day (Monday through Friday, that the board office is open) during summer vacation.

H. Resolution of a grievance at any level shall apply to the stated grievance and shall in no way infringe on the statutory obligation or other policy of the board.

I. Nothing contained in this procedure shall be construed as limiting the individual rights of a Bargaining Unit Member having a complaint or problem to discuss the matter informally with members of the Administration through normal channels of communication.

J. Nothing contained in this procedure shall be construed as limiting the rights of a Bargaining Unit Member from using other professional or legal rights in resolving a complaint or problem.

K. The Association shall represent the aggrieved (unless the aggrieved chooses not be represented in accordance with Section 4117.03 of the ORC) and shall be present at all grievance meetings.

L. The grievance procedure shall accelerate to Level IV whenever a grievance is filed pertaining to reasons for a Reduction in Force.

4.03 The following procedures shall be followed with regard to any and all grievances:

Level I: Informal (10 days)

A. An alleged violation, misinterpretation, or misapplication shall first be discussed informally between the unit member/Association and his/her immediate supervisor.

B. If the problem remains unresolved, the unit member/Association shall then discuss the matter informally with the Superintendent.

C. If the problem remains unresolved, the complaint shall proceed to the next level.

Level II: Formal (10 days)

A. The unit member/Association shall provide the Superintendent with a formal written grievance, stating:
   1. The Article allegedly violated
   2. Facts constituting the alleged violation
   3. The relief sought
   4. The date of the incident of the alleged violation
   5. The signature of the grievant

B. After receipt of a formal written grievance, the Superintendent, the grievant, and the Association representative shall have a formal meeting, within five (5) days of the Superintendent's receipt of the formal written grievance.

C. The Superintendent shall respond in writing to the grievance within five (5) days of this meeting.

Level III: Board

A. If the aggrieved is not satisfied with the response, he/she has five (5) days to submit the grievance to the Board Treasurer and request a meeting with the Board of Education to discuss the grievance.
   1. The meeting with the Board shall be held no later than the next regular board meeting, or the aggrieved may request and be granted a special board meeting.
   2. Such grievance meeting shall be held in executive session, but the grievance shall be acted upon only in public session.
   3. The aggrieved shall inform the Board Treasurer of any person(s) that he/she wishes to represent him/her at the executive session.
   4. The Board Treasurer shall make written notification (by hand delivery or certified mail) to the aggrieved of the time and place of this meeting with the Board as soon as possible.

B. Within five (5) days of this meeting the Board President shall provide the aggrieved with a written response stating the Board's position.

ARTICLE 5: NON-DISCRIMINATION

5.01 A member of the unit shall not be discriminated against or harassed by either the Board or any member of the Administration or the Association or any other unit member on the basis of race, sex, religion, national origin, veteran status, disability, handicap, age or sexual orientation.

ARTICLE 6: PERSONNEL FILES

6.01 A centralized file of all members of the bargaining unit shall be maintained in the office of the Superintendent. This shall be considered a confidential file. Discipline of any unit members shall be based upon material contained or reflected in this file. This section shall not prevent supervisors from keeping files to be used in their evaluation of teachers.

6.02 Individual unit members shall upon specific written request to the Superintendent and/or his/her designee, have access to their own personnel file at a time, which is mutually convenient within three work days, and does not interfere with that unit member's regular assigned duties. Members may duplicate any item in their file at the rate of (.10) per sheet.

6.03 Any derogatory materials placed in the personnel file of bargaining unit members shall include the following:

A. The name of the party originating the item and the date the item was originated. A copy of all materials placed in the member's file will be sent to the member upon placement.

B. No anonymous information shall be placed in the centralized personnel file.

C. A bargaining unit member shall have ten (10) working days from the receipt of the material to file a written rebuttal to said material. The written rebuttal shall be given to the Superintendent or his designee. The receiving administrator shall sign the rebuttal indicating that he has viewed it, but does not necessarily agree with its contents. The rebuttal shall be clipped to and filed with the derogatory material in the unit member's centralized file.

6.04 If anyone other than authorized school personnel or Board members, Representatives of law enforcement agencies, or persons otherwise legally authorized or compelled to see such documents requests to see a member's personnel file, the member shall be notified and shall have the right to be present at the viewing of his/her file, so long as the member exercises this right within 48 hours of the notification being sent to the member. This paragraph will not cause the Board or administration to violate ORC 149.43.

ARTICLE 7: LEAVES

7.01 SICK LEAVE PLAN

Each full-time teacher shall be entitled to fifteen (15) days sick leave with pay for each year under contract, which shall be credited at the rate of one and one-fourth (1-1/4) days per month. A day shall mean 7 hours. Each part-time teacher shall be entitled to 4.6 hours sick leave for every 80 hours of work completed. Part-time leave accumulated shall not be transferable into full-time accrued leave. Teachers, upon notification to the Superintendent, or his/her designee, may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease, which could be communicated to others, and for absence due to illness, injury or death in the employee's immediate family. Sick leave shall accumulate to a maximum of 295 days.

The following are additional features of the cumulative sick leave plan:

A. In case of absence due to illness in the immediate family, a member is not restricted in the use of sick leave for each separate illness up to the amount of sick leave accumulated by the member (295 maximum).

B. In the case of death in the immediate family, a member is not restricted in the use of leave time for each separate death up to the amount accumulated by the member (295 maximum).

C. For absences covered by sick leave the immediate family of a teacher is defined to mean: father, mother, spouse, son, daughter, step-children, mother-in- law, father-in-law, brother and sister or individual residing in the home of said teacher or other family members with the Superintendent's approval.

D. Sick Leave Notification

1. On the day of their absence, a day instructor shall, by 6:45 a.m., if they must use sick leave in accordance with this leave procedure, call the school at extension 300 and/or the principal leave voice mail.

2. Any employee using sick leave must complete a leave request in the KIOSK system to justify the use of such leave. If medical attention is required, the employee's leave request shall list the name and address of the attending physician and the dates consulted.

E. Sick leave shall be deducted in the following increments: Sick leave will be deducted in one half (1/2) hour increments.

F. Unused accumulated sick leave days shall be treated in accordance with the provisions of Article 27.

7.02 BEREAVEMENT LEAVE

A unit member shall receive one (1) day of Bereavement Leave per occurrence deducted from the unit member's sick leave accumulation for the funeral of a relative not defined as immediate family in the sick leave provision.

7.03 PERSONAL LEAVE

A. Each full-time bargaining unit member shall be granted three (3) unrestricted days of personal leave during each school year. "Unrestricted" leave shall mean that there is no restriction as to the reason for the personal leave. No more than five (5) teachers are to be granted personal leave on any one day.

B. Personal Leave shall be deducted in accordance with Section 7.01 (E)

C. Unused personal leave days shall, at the end of each school year, convert one for one to sick leave days.

D. Personal leave may not be used the first or last day of school.

E. One collective bargaining unit member in the district may utilize a personal day before or after a holiday with approval of principal. Leave form must be turned in 24 hours before holiday.

Each request for personal leave shall be entered in the KIOSK system and submitted to the Associate Director of the teacher's program area, which will in turn, render a decision and notify the applicant. This request shall state the date of the same, and shall be filed, except in emergencies, twenty-four (24) hours before the day of leave requested in order that suitable replacement or substitute can be obtained.

Procedure for administration of personal leave shall be:

The Employee shall make application to his/her Associate Director twenty-four (24) hours in advance by completing a leave request on the KIOSK system. The employee need provide no reason for taking unrestricted personal leave.

7.04 ASSOCIATION LEAVE

The Association shall be granted a total of three (3) working days annual leave for the President or his/her designee to attend Association business meetings and to conduct Association business. This leave is non-accumulative.

7.05 PROFESSIONAL LEAVE

All members of the staff of Lawrence County Joint Vocational School District are encouraged to attend professional meetings in order to keep abreast of education trends, and to improve instructional methods, which will produce a more capable student for the job market.

A. Each request to attend a professional meeting shall be made by written

application to his/her Supervisor and the KIOSK system, who will in turn forward the request to the Superintendent.

B. This request shall state the reason or purpose of the meeting, the date, and shall be filed 48 hours before the day of the meeting in order that a suitable replacement or substitute can be obtained.

If the meeting is scheduled during the summer months, request must be made prior to a regular board meeting for supplemental contract approval.

C. The Superintendent shall have the right to limit the number of requests on any given school day or school year, thus ensuring that the normal operation of the school will not be materially affected by such absence.

D. The meeting or workshop must directly concern the work area in which the person is employed.

E. Written proof of expenditures must be submitted to the Superintendent and should include the following if applicable:

1. Mileage at 54.5¢ per mile, if car is driven;
2. Motel or hotel invoices;
3. Receipts for registration fees;
4. Plane or other public transportation invoices; and
5 Receipts for meals must have detailed listing of food and beverage.

F. Any bargaining unit member who is requested to work on a day that is a non-regular student contact day (Saturday, Sunday, holiday, during summer months, etc.) shall be compensated $160.00 per day or $200.00 for overnight trip with students.

7.06 SPECIAL LEAVE

A. Any bargaining unit member absent due to physical disability resulting from an assault by a student or any other person during the performance of the unit member's duties as a teacher at the Lawrence County Joint Vocational School District shall, or its satellites upon written request and subject to the review and discretion of the Superintendent and the Board, shall be granted a leave of absence with full pay and benefits for the periods of such physical disability in accordance with a doctor's statement specifying the time needed for recovery and the nature of any medical treatment necessary. Such leave shall be granted for no longer than a maximum of twenty-five (25) days from the day of the assault, except in situations in which the Board determines that medical proof justifies a longer leave, in which case the leave may be extended for a period at the Board's discretion.

B. A teacher at the Lawrence County Joint Vocational School District, who has not yet accumulated or has exhausted his/her accumulation of the necessary sick leave may be advanced a maximum of five (5) days sick leave, with the advanced days to be removed from such teacher's later accumulated number of sick days.

C. In cases of major or catastrophic illness or accident, at the discretion of the Superintendent and the Board, a unit member may be allowed an additional number of sick leave days, which days shall be contributed on voluntary basis by the other unit members from their accumulated sick leave days.

7.07 UNPAID LEAVE OF ABSENCE

A. The Board may grant a member of the bargaining unit up to two (2) years of absence without pay for personal health reasons or family health reasons, or for continuing education approved by the Board, or for other reasons approved by the Board, upon receipt of written request by the member. All requests for unpaid leaves of absence for continuing education purposes must be accompanied by a written education plan submitted to and approved by the Board.

B. Members on such leave shall be carried on the roll of the Board employees and shall receive insurance and other similar benefits while on such leave provided they pay the premiums and other such fees. The member must notify the Board of his/her intentions regarding his/her returning to employment by April 1 of the year his/her leave of absence is to be completed.

Upon return from such leave, the unit member shall be given his/her same assignment or comparable assignment held prior to taking such leave, if such assignment is still available. If no such assignment is available, the unit member shall be placed upon the recall list.

C. Upon the returning to services of a member at the expiration of a leave of absence, he/she shall resume the contract status which he/she held prior to such leave. The taking of a leave of absence within the term of a limited contract shall not suspend the running of the contract. A unit member on leave of absence whose limited contract runs its term during his/her leaves may request renewal of the contract. Unit members who are affected by reduction in force while on leave of absence shall be treated identically with other unit members under the provisions of Article 19. Seniority shall not be accrued while on unpaid leave.

7.08 JURY DUTY

A. When a full-time teacher serves as a juror, the Board will pay such teacher the difference between the teacher's regular compensation and the enumeration received for jury service. This compensation will be paid regardless of whether the teacher is paid on an hourly per diem, or salary basis.

B. Bargaining unit members whose absence is required by utilization of Section A of this provision shall not forfeit their right to be recipients of the benefits of the attendance clause of this contract.

7.09 FAMILY AND MEDICAL LEAVE

The Board and Association agree to comply with the FMLA ACT of 1993.

ARTICLE 8: MATERIALS AND SUPPLIES

8.01 Bargaining unit members shall not be required or expected to provide personal property for school use.

8.02 Bargaining unit members shall obtain permission of the Associate Director of their program area or Superintendent for personal use of school labs, classrooms, equipment and tools.

ARTICLE 9: SCHOOL YEAR

9.01 The length of the normal school year shall include 180 student instruction days and three (3) additional in-service days, which may be used for programs and opportunities for professional growth, at the request of the Board, as the need or the opportunity arises, for a total of 183 days ***(1281 hours)***, except those programs regulated by state law.

9.02 Should the addition of new programs, a change in the existing requirements of the State Department of Education, or in-service days for professional growth require additional work days, the Board may at its discretion require additional teacher work day(s), the addition of which shall not cause the school year to exceed a maximum of 183 days ***(1281 hours)***.

9.03 New teachers and volunteers (volunteers at the Superintendent's discretion) may be required to work additional days prior to the beginning of their initial school year of employment, with compensation at their daily rate.

ARTICLE 10: WORKDAY

10.01 The normal work day for full-time unit members shall be seven (7) hours including preparation time and thirty (30) consecutive minutes duty free lunch during which members are permitted to leave school property. Unit members are permitted to leave at 2:35 p.m. on Fridays. (Includes days preceding a holiday)

10.02 Unless excused in advance by the Superintendent or his/her designee, members shall attend Open House, Sophomore Parent Night, Advisory Committee Meetings, Completion Ceremony, Faculty Meetings, and similar work-related functions. Parent Teacher conferences are part of the school calendar and shall be treated accordingly.

ARTICLE 11: SCHOOL CLOSINGS

11.01 Should it be determined by the Superintendent (or his designee) that schools cannot be opened for students, bargaining unit members shall not be required to report for work because of inclement weather.

ARTICLE 12: PLANNING TIME

12.01 Each full-time unit member shall receive a minimum of 200 minutes of planning time per week. Whenever practical, teachers shall receive one (1) uninterrupted planning period daily which shall occur during the regular student contact days.

12.02 A planning period ordinarily shall consist of at least forty (40) consecutive minutes.

12.03 The planning period shall ordinarily be used to perform assigned responsibilities other than classroom instruction. The building Associate 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 Associate Director noting the periods taught.

Whenever a bargaining unit member is assigned to another teacher's assigned/scheduled class period he/she shall be compensated $20.00 per 40 minute class period. Such payment shall be remitted to the bargaining unit members twice each year, at the end of each semester.

ARTICLE 13: PROCEDURE FOR COMPLAINTS AGAINST BARGAINING UNIT MEMBERS

13.01 All individuals expressing a concern with a unit member shall be encouraged by the administration to attempt to resolve their concern on an informal level with the member prior to pursuing further procedures.

13.02 If not resolved with the unit member alone, complaints against unit member shall be handled informally by the Superintendent and/or his/her designee at their discretion.

13.03 When a review of the problem indicates to the Superintendent or his/her designee that the problem has not been resolved, the Superintendent or designee will meet with the unit member to discuss the problem, or may, at the discretion of the Superintendent, or designee, meet with the parent and unit member together.

13.04 If the problem remains unresolved, the complainant may address the problem to the Superintendent. A written report of the complaint shall be made available to the unit member. The unit member shall be provided the opportunity to respond, in writing, to the complainant's problem. Such response shall be forwarded to the Superintendent for his consideration. The Superintendent may, at his discretion, make a written determination of the problem, which shall be furnished to both the complainant and the unit member.

13.05 Should a reprimand or any disciplinary action involving the bargaining unit member be anticipated under this procedure, the unit member shall have the opportunity to be accompanied by an Association representative at all remaining levels of the procedure set forth above.

ARTICLE 14: SCHOOL PROCEDURE

14.01 The school administration shall, prior to the beginning of each school year, provide all unit members with a copy of all written procedures of operation, an employee handbook and a copy of the Agreement between the Lawrence County Joint Vocational School Board of Education and the Lawrence County Vocational Teachers Association. This information will be on the school's intranet, also known as Novell.

ARTICLE 15: CONTRACT SEQUENCE

15.01 In accordance with ORC 3319.11 3319.111 and ORC 3319.112, limited contract shall be issued by the Board to bargaining unit member in the following sequence:

A.	One (1) year contract:	upon initial employment
B.	One (1) year contract:	upon re-employment for the second contract
C.	One (1) year contract:	upon re-employment for the third contract
D.	One (3) year contract:	upon re-employment for the fourth contract if all educational requirements have been met (i.e., Praxis II, etc.) otherwise the bargaining unit member stay on a one year contract if they have valid certification.
E.	One (5) year contract:	upon re-employment for the fifth contract And every contract thereafter.

15.02 Licensure is the responsibility of the bargaining unit member.

ARTICLE 16: EVALUATIONS

Bargaining unit members whose limited contracts are set to expire at the end of the contract year shall be evaluated in accordance with the provisions of Sections 3319.11 and 3319.111 of the Ohio Revised Code.

All bargaining unit members shall be evaluated in accordance with the provisions of this Article.

16.01 The parties recognize that the evaluation of professionals is a continual and on-going process, to assess a teacher's performance, to help bargaining unit members achieve greater effectiveness in performance of the work assignment and encourage the development and retention of quality teachers.

16.02 The following evaluation procedure will be utilized during the life of this Agreement.

16.03 There shall be two (2) types of evaluation:

A. Teachers on continuing contracts who spend at least 50% of their time providing content-related student instruction
   a. Two formal observation cycles shall be completed by an employee of Collins Career Center who is also a credentialed evaluator and will include periodic classroom walkthroughs of less than thirty (30) minutes.

B. Teachers on a limited or extended limited contract who spend at least 50% of their time providing content-related student instruction
   1. Two formal observation cycles shall be completed by an employee of Collins Career center who is also a credentialed evaluator and will include periodic classroom walkthroughs of less than thirty (30)-minutes.
   2. A third formal observation cycle may be completed for a teacher in the school year in which the contract will expire and the teacher is being considered for non-renewal.

C. Other bargaining unit members (e.g. Intervention Specialists, Assessment Specialists and GRADS teachers) who do not meet any of the criteria in 1-4 above will continue to be evaluated under the current evaluation tool until a new form has been approved by ODE and ratified by the Association and the Board.

16.04 A classroom walkthrough is a formative assessment tool to inform, gather evidence of instruction and provide targeted, immediate, evidence-based feedback to teachers that focuses on one or more components on the-State Observation form (Appendix X)

16.05 All formal observations of the teacher work performance shall be conducted openly and with full knowledge of the teacher. Only information obtained during the observations and periodic walkthroughs shall be used in the evaluation. No hearsay or invalidated information will be allowed in either observation or the completed

evaluation. No undocumented information may become part of an employee's performance evaluation report.

16.06 Evaluation instruments used shall be as follows:

A. The formal evaluation instrument will be the State Observation Form.

B. The evaluation form currently in place for those who do not have students 50% or more of the time in 16.03(c).

16.07 Timeline: Unit members shall be observed formally twice between September 15 and May 1 of each school year, unless the teacher is in the final year of a limited contract and is being considered for non-renewal. No observation will take place two days before or two days after a school calendar holiday, delayed school day start or after a calamity day unless requested by the teacher. Evaluations shall be conducted no less than thirty (30) working days apart. There will be no 24 hour notice given before an observation, but, if a bargaining unit member is doing assessment or testing, the evaluator will reschedule the observation.

All bargaining unit members who receive a final rating of Skilled will be evaluated every two years but will need to complete a Professional Growth Plan and have a thirty (30) minute conference each year with the evaluator and a walk through will still be completed each year by the evaluator.

All bargaining unit members who receive a final rating of Accomplished will be evaluated every three years but will need to compete a Professional Growth Plan and have a thirty (30) minute conference each year with the evaluator and a walk through will still be completed each year by the evaluator.

16.08 The evaluator for a formal observation shall be physically present in the classroom and/or lab for not less than thirty (30) minutes.

16.9 Lesson Plans will be given to the evaluator the day of the pre-conference meeting. The day of a formal observation, the evaluator shall conduct a pre-observation conference with the employee. Within ten (10) school days of the school being in session of the formal observation, the evaluator shall conduct a post observation conference with the unit members to discuss the evaluation.

16.10 The evaluator shall complete in writing the formal evaluation instrument by May 10th. A copy shall be given to the Bargaining Unit member within twenty four (24) hours of completion of the instrument, excluding weekends, holidays and calamity days.

16.11 The unit member shall have seven (7) working days from the receipt of the evaluation instrument in 16.10 to attach comments to his/her evaluation instrument.

16.12 Should deficiencies be recorded in the observation or during a walkthrough of a unit member, the evaluator and the unit member shall develop in writing for each area of deficiency a plan for remediation of deficiencies, a reasonable time to correct, and suggest assistance in improving these areas.

16.13 Professional Growth Plans (PGP)

A. Teachers who meet above expected levels of student growth may collaboratively develop a professional growth plan that meets current state licensure requirements with their evaluator.

B. Teachers who meet expected levels of student growth must complete a professional growth plan in cooperation with the evaluator

1. The PGP is intended to be one academic year in duration and may support the goals of the IPDP (Independent Professional Development Plan). The PGP is not intended to replace the IDPD.
2. The plan shall include feedback from the evaluator as well as the teacher's self- assessment and include
    a. Identification of areas for future professional growth
    b. specific resources and opportunities to assist the teacher in enhancing skills, knowledge, and practice;
    c. outcomes that will enable the teacher to increase student learning and achievement

C. Teachers who are below expected levels of student growth must complete an improvement plan directed by their credentialed evaluator for the evaluation cycle.

1. the improvement plan shall contain the following as identified by the evaluator
    a. identify in writing the specific areas for improvement to be addressed in relationship to the Ohio Standards for the Teaching profession
    b. specify in writing the desired level of performance that is expected to improve and a reasonable period of time to correct the deficiencies
    c. develop and implement a written plan for improvement with listed resources and available assistance
    d. additional education needed to improve in the identified areas
    e. gather evidence or lack of progress
2. If improvement is documented at an acceptable level of performance, the teacher will resume the regular evaluation cycle. If performance remains ineffective, the supervising administrator may reinstate the improvement plan with additional recommendations for improvement.

D. The student growth measure scores of any student who incurs forty-five (45) excused or unexcused absences shall not be included in any value added growth measures for any teacher in the district.

16.14 All evaluations as well as any comments attached to them by the unit member shall be placed in the unit member's personnel file.

16.15 Bargaining unit members who have both lab and classroom responsibilities shall be observed in both the lab and the classroom upon the bargaining unit member making a timely request to the evaluator.

16.16 An employee shall be entitled to Association representation at any conference held during this procedure in which the employee will be advised of an impending adverse personnel action

16.17 Evaluation Development Committee (EDC)

a. The purpose of the committee is to review the evaluation process of teachers in the District.
b. The committee will be composed of an equal number of members representing a variety of programs from the Association and the Administration. The LPDC committee will also perform the duties of the EDC committee and will have representation from both program and academic areas.
    i. The committee shall determine those conditions that would likely have an adverse impact on SGMs (Student Growth Measures), such as a threshold number of authorized teacher absences, the acceptance and mentoring of student teachers, changes in teacher assignments, implementation of the Common Core State Standards (or PARCC) etc.
c. The EDC will review the evaluation tool for changes that are required by law or by the use of the tool.
    i. Changes cannot occur until the end of the school year unless mandated by law
    ii. All recommended changes that are mutually negotiable must be approved by the Board and the Association.
    iii. Teachers must be informed of all approved changes at the first teachers' meeting after the changes are approved.
d. The Association committee members will be compensated at $30 per hour if the committee meeting takes place after-school or outside the normal school day.
e. The EDC will familiarize the teaching staff with the new evaluation tool and how it will be used to evaluate them for the upcoming year. Teachers employed after this time will, not later than thirty (30) days after initial employment with the District, be provided with information concerning the evaluation tool and its use by their credentialed evaluator.

ARTICLE 17: PAY PERIODS

17.01 Member shall receive payment bi-weekly over a 12 month period with the first pay period beginning with the commencement of the new school year.

17.02 Bargaining unit members on extra curricular contracts shall be paid in one (1) lump sum at the completion of the contract.

ARTICLE 18: PAYROLL DEDUCTIONS

18.01 Members of the bargaining unit may sign and deliver to the Treasurer an authorization for deduction from their paycheck, membership dues of the Association and its direct 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 is terminated.

18.02 Authorization to make such deductions must be filed with the Treasurer by September 30 in the year such deductions are to begin.

18.03 The Treasurer of the Association shall notify the Treasurer of the Board in writing by September 30 of each year the amount to be deducted for both Local and all other Association membership dues in accordance with the employee authorization.

18.04 Deductions shall be made in fifteen (15) equal installments beginning with the second (2nd) 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.

18.05 Dues money deducted shall be handled in the following manner:

A. Local Association dues shall be forwarded to the Treasurer of the Association and shall be deducted in a one-time deduction of $19 from the first paycheck.

B. All other dues shall be forwarded monthly to the Ohio Education Association.

18.06 The Treasurer and the Board shall be held harmless by the Association relative to the legality of said deductions.

18.07 If any member's employment is terminated before completing all dues payments authorized by him/her, the unpaid balance will be deducted from the final check received by the member and will be remitted the same as a regular deduction.

18.08 Members may sign and deliver to the Treasurer an authorization for deduction from their paycheck for any of the following:

A. Christmas Club
B. Association of Career Tech Education
C. Bureau of Support
D. Annuities
E. Federal Credit Union (DESCO), Savings (WesBanco)
F. Miscellaneous Supplemental Insurance

The decision as to the amount to be deducted may be changed twice a year, during the months of April and September or to be made at the earliest possible date. Additional

changes will be permitted if there is a change in the bargaining unit member's status such as marriage, birth, death or divorce, which necessitates a change in the bargaining unit member's payroll deductions. Voluntary deductions may be deleted at any time. The above list is not all-inclusive but at least five (5) bargaining unit members must participate in any other requested payroll deduction.

ARTICLE 19: REDUCTION IN FORCE

19.01 The Lawrence County Joint Vocational School Board of Education is authorized by Section 3319.17 of the Ohio Revised Code to reduce the number of teachers employed by the district in four (4) specified situations: 1) Where there has been a decline in pupil enrollment; 2) Where regular teachers have returned from a leave of absence; 3) Where school has been suspended; or 4) Where there have been school territorial changes affecting the district. The Board may also reduce the number of teaching positions when the elimination of a program or a reduction in the number of persons teaching within a program is called for due to the loss of local, state, or federal funding. When the Board of Education decides, for any of the above reasons, that it is necessary to reduce the number of teachers, they may make a reasonable reduction at the discretion of the Board. Such reduction in force is an alternative means of achieving staff reductions, which may be used separately or in conjunction with the contract non-renewal procedure of ORC 3319.11, or its successor legislation.

A. All programs are to maintain a minimum of thirteen (13) students combined with juniors and seniors. If a program falls below the 13 students combined, the program instructor will be notified that the program has fallen below the required minimum number. The program instructor will have until the following year to get the program enrollment back to the minimum 13 students combined.

   If the program teacher's enrollment does not reach the minimum number of students combined by the first two-weeks of the second school year, the district will start the Reduction in Force (RIF) for that program and notify the instructor of the program.

   The third (3^{rd}) year will then be the last year for the program to complete all seniors who are currently enrolled in that program. If the combined number needed to run the program is obtained by the first two-weeks of school, in the third year, the program will remain open.

B. The exemption of the 13 combined students will be for special education programs which have a lower number of students due to student disabilities. (ie. Building Maintenance and Hospitality & Tourism)

19.02 SENIORITY

For the purpose of this Article, seniority shall be defined as the length of continuous service in the Lawrence County Joint Vocational School District.

A. Seniority shall begin to accrue from the first day worked in continuous service in the Lawrence County Joint Vocational School District.

B. Seniority shall accrue for all the time a teacher is on active pay status in the Lawrence County Joint Vocational School District.

C. Time spent on inactive pay status (which shall be deemed to include unpaid leave, lay off or time during which the teacher receives worker's compensation benefits for two (2) years) shall not contribute to the accrual of seniority but shall not constitute a break in seniority.

D. Seniority may not be accrued while serving in a non-teaching administrative capacity, but seniority previous accrued shall not be forfeited by serving in such a capacity.

E. Full time teachers shall accrue one (1) year of seniority for each year in which the teacher has worked a minimum of 120 days, and shall be placed on full-time seniority lists provided in 19.03.

F. No teacher shall accrue more than one (1) year of seniority in any work year.

G. Part-time teachers shall accrue seniority only with respect to other part-time teachers, which shall be set forth in a separate seniority list kept for part-time teachers, as provided in 19.03.

H. If two (2) or more teachers have the same seniority, the most senior teacher will be determined by:

1. The date of the Board meeting at which the teacher was employed as a full-time instructor.

2. If a tie exists, seniority shall be granted to the teacher holding a continuing contract with the Lawrence County Joint Vocational School District for the longest period of time, subject to the other provisions of this Article.

3. If any ties remain after items 1 and 2 have been considered, the tie will be broken by using the last digit of the teacher's social security number and it is established that the higher the digit the greater the seniority. If those digits are the same number, the next to last number of each of the teacher's social security number will be used until one teacher is determined to have the higher digit, and therefore greater seniority.

19.03 SENIORITY LISTS

A. All teachers shall be placed on a seniority list which shall contain the following information: the initial date of employment with the Lawrence County Joint Vocational School District, whether the teacher has a continuing contract or a limited contract and the dates on which these contracts began, each area in which the teacher is certified, and the amount of time the teacher has spent

teaching in each area of certification. Full time and part-time teachers shall have separate seniority lists.

B. The seniority lists shall be made available to all teachers in the employee handbook.

C. Each teacher shall supply the Lawrence County Joint Vocational School District Superintendent with his or her areas and dates of certification, and shall promptly inform the Superintendent of any inaccuracies contained in the seniority lists provided in the employee handbooks.

D. The certificate/licensure renewal is the teacher's responsibility.

19.04 When the Board of Education determines it necessary to reduce the number of teaching positions, the following procedures shall apply:

1. To the extent possible, the number of teachers affected by a reduction in force will be minimized by not employing replacements for employees who retire, resign, or whose limited contracts are not renewed for reasons other than reduction in force. Attrition alone may not be sufficient to accomplish necessary reductions.

2. Reductions needed beyond those available by attrition will be made by non-renewing or suspending contracts. In making such reductions, the Board of Education will suspend or non-renew contracts in accordance with the recommendation of the Superintendent, who is required to give preference first to teachers on continuing contracts and then to teachers who have greater summative evaluation scores in the area to be reduced. Those contracts to be suspended or non-renewed will be chosen as follows:

a. Reductions in any areas of certification will be made first from the lowest of the summative evaluation ratings in that area of certification. Teachers with comparable summative evaluation ratings will be reduced beginning with the teacher with the least seniority. A member affected may elect to displace a less senior member in another area of instruction who has a lower summative evaluation rating than the effected teacher provided he/she is certified in that area, by notifying the Superintendent of this request within fourteen (14) calendar days.

b. During the implementation of a RIF, no reassignment or transfer shall occur that will cause a teacher with a higher summative evaluation rating to be laid off except as provided by the other provisions of this Article.

c. A teacher to be laid off or non-renewed due to a RIF shall be given thirty (30) calendar days prior written notification prior to the implementation of the RIF.

19.05 The names of teachers whose contracts are suspended or non-renewed in a reduction in force will be placed on a recall list for up to twenty-four (24) months. Teachers on the recall list will have the following rights:

A. No teacher will be employed by the Board of Education while there are teachers on the recall list who are certified for the vacancy.

B. Teachers on the recall list will be recalled in reverse order the reduction, for vacancies in areas for which they are certified or become certified.

1. Teachers on continuing contract status shall be recalled first, in order of summative evaluation ratings. Teachers on limited contracts shall be recalled second, in order of summative evaluation ratings.

2. If a tie exists, the procedure delineated in Section 19.02(H) shall be followed to break the tie.

C. If a vacancy occurs, the Board will send a certified announcement to the last known address of all teachers on the recall list who are qualified according to these provisions. It is the teacher's responsibility to keep the Board informed of his/her current address or lengthy vacation. All teachers are required to respond in writing and the response must be received in the Lawrence County Joint Vocational School District Superintendent's office within fourteen (14) calendar days of receipt of the certified announcement. The highest summative evaluation rating of those responding will be employed in the vacant position. Any teacher who fails to respond within fourteen (14) calendar days, or who declines to accept the position, will forfeit all recall rights. If any teacher declines to accept a recall position this will be considered to be break in service.

D. A teacher on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave and placement on the salary schedule as entitled by law (ORC). Where group insurance policies permit, a teacher on the recall list who is unemployed and does not otherwise have group coverage available may continue to participate in those benefits which are provided to teachers in active employment provided the teacher pays the current group rates for such benefits.

E. After twenty-four (24) months the teacher's name will be removed from the recall list. If the teacher applies for a teaching position after that time the teacher will be given serious consideration for the vacancy.

19.06 This Article creates no other contractual rights or causes for grievance or other action, but is strictly limited to the procedure to be followed in reduction in force situations.

ARTICLE 20: TRANSFERS, REASSIGNMENTS, AND PROMOTIONS

20.01 A vacancy shall be defined as any opening for a position in the Lawrence County Joint Vocational School District.

20.02 At anytime, the Superintendent will accept a form completed by any unit member, in which the unit member may list, in order of priority, any positions to which the member would be interested in being transferred, reassigned or promoted, if a vacancy occurs in such position. Forms for this purpose will be maintained in the Superintendent's office. The unit member may withdraw the completed form at anytime.

20.03 Posting a Vacancy Notice

A. Upon the occurrence of a vacancy, a vacancy notice will be posted.

B. The vacancy notice with appropriate information shall be posted on the general bulletin board located in the Teacher's Lounge and bulletin boards in satellite locations and a copy of the posting will be placed in the bargaining unit member's mailbox. A copy of the postings shall be included in mailing of paychecks during the summer months.

C. The posting period will be for seven (7) working days on secondary instructor/teaching position and three (3) working days on Adult Instructor/Training positions.

D. All Bargaining Unit job postings shall include the following information:

1. Bargaining Unit position title;
2. Subject and grade level;
3. Licensing/certification requirements;
4. Who the position reports to for supervision.

20.04 Employees will have ten (10) working days from the initial posting of a vacancy notice to submit a written request for consideration for the position or transfer to the position.

20.05 If a vacancy occurs, the Board will consider the following in filling the vacancy:

A. Declaration of interest filed by unit members as described in 20.02;
B. Qualifications of all unit members who responded to the posting of the vacancy notice; and
C. Qualifications of all other applicants

20.06 The Board retains the right to place the person of its choice into all vacant positions and to hire from outside to fill any vacant positions.

20.07 A transfer is a change in assignment by an employee from one bargaining unit position to another.

A. A voluntary transfer shall be an employee initiated reassignment of an employee.

B. An involuntary transfer shall be an employer initiated reassignment of an employee.

20.08 No bargaining unit member shall be involuntarily transferred into any program conducted off the campus of the Lawrence County Joint Vocational School District.

20.09 Any Bargaining Unit member denied a request for voluntary transfer or voluntary reassignment may request a conference with the Superintendent or his designee to discuss the Bargaining Unit member request.

ARTICLE 21: ADDITIONAL JOB OPTIONS

21.01 Any unit member interested in teaching summer school, adult education and or youth programs shall have the responsibility of notifying the Superintendent and/or their immediate supervisor in writing of his/her interest.

21.02 When a vacancy occurs as a result of a teacher's decision not to continue his or her service in the summer school, adult education and/or youth programs, the Board will offer first opportunity to fill the position to the Bargaining Unit member applicants who are certified in the area or assigned to the position during the normal work day. The Superintendent will reserve the right to fill such positions with other individuals if the opening is not filled in a timely fashion by a qualified Bargaining unit member. If the position to be filled is in the summer school program, the Bargaining unit member must agree to teach during both the summer terms.

21.03 Any additional job assignment will be assigned a summative evaluation score if the teacher has proper certification and/or credentials.

ARTICLE 22: EXTENDED SERVICE

22.01 Unit members who work additional days as approved by the Board, for extended service will be considered on regular duty and shall be paid for such additional day(s) at their regular per diem rate with all members benefits.

22.02 Expenses incurred by members for such service, will be promptly reimbursed at reasonable rates as determined by the Board.

22.03 Scheduling of extended time shall be mutually agreed, so far as is feasible, by the member and his/her immediate supervisor using guidelines established by the State Department of Education Division of Vocational Education. Extended time must be completed at any time during the fiscal term of the member's contract excluding legal holidays.

ARTICLE 23: SALARY

23.01 Salary

A. Degree instructors in Grade I are eligible for Grade II upon completion of 150 semester college hours.

B. Non-degreed instructors in Grade I are eligible for Grade II upon completion of the requirements of the teacher/educator program and licensure.

C. Grade III requires:
5 year licensure
5 year full-time service with the district

D. Grade IV requires Masters Degree

E. Grade V requires a Masters Degree plus a minimum of 15 semester graduate hours.

NOTE: It has been agreed upon by all parties that salaries will be negotiated the 2nd year of the 2015-2016, 2016-2017 agreement.

COLLINS CAREER CENTER LAWRENCE COUNTY JVSD

FULL TIME INSTRUCTORS

Salary Schedule
2015-2016

	Bachelors	150 Semester Hrs.	5 Year License & 5 years in District	Masters	Masters + 15
STEP	GRADE I	GRADE II	GRADE III	GRADE IV	GRADE V
0	$ 29,913	$ 31,408	$ 32,904	$ 34,400	$ 35,894
1	$ 31,408	$ 32,894	$ 34,400	$ 35,894	$ 37,391
2	$ 32,904	$ 34,400	$ 35,894	$ 37,391	$ 38,886
3	$ 34,400	$ 35,894	$ 37,391	$ 38,886	$ 40,382
4	$ 35,894	$ 36,929	$ 38,886	$ 40,382	$ 41,877
5	$ 37,391	$ 38,886	$ 40,382	$ 41,877	$ 43,373
6	$ 38,886	$ 40,382	$ 41,877	$ 43,373	$ 44,869
7	$ 40,382	$ 41,877	$ 43,373	$ 44,869	$ 46,364
8	$ 41,877	$ 43,373	$ 44,869	$ 46,364	$ 47,860
9	$ 43,373	$ 44,869	$ 46,364	$ 47,860	$ 49,355
10	$ 44,869	$ 46,364	$ 47,860	$ 49,355	$ 50,850
11	$ 46,364	$ 47,860	$ 49,355	$ 50,850	$ 52,347
12	$ 47,860	$ 49,355	$ 50,850	$ 52,347	$ 53,843
15	$ 49,355	$ 50,850	$ 52,347	$ 53,843	$ 55,338
18	$ 50,850	$ 52,347	$ 53,843	$ 55,338	$ 56,833
21	$ 52,347	$ 53,843	$ 55,338	$ 56,833	$ 58,330
25	$ 53,843	$ 55,338	$ 56,833	$ 58,330	$ 59,825

Must teach 3 years on STEP 12 before moving to STEP 15
Must teach 3 years on STEP 15 before moving to STEP 18
Must teach 3 years on STEP 18 before moving to STEP 21
Must teach 4 years on STEP 21 before moving to STEP 25

ARTICLE 24: INSURANCES

24.01 HOSPITALIZATION INSURANCE

A. The LCJVSD will provide for full-time employees a major type hospitalization plan, a dental plan and vision plan, and $40,000 Life insurance plan possessing substantially similar benefit levels to the current plans in place at the execution of this agreement. Effective December 1, 2015 the Board will pay up to:

FAMILY PLAN
The Board shall pay 80% of the cost of a family premium each year of the contract. The employee shall pay the remaining 20% of the premium amount for the family plan. This plan is Lawrence County Schools COG plan.

SINGLE PLAN
The Board shall pay 95% of the cost of a single premium each year of the contract. The employee shall be responsible to pay the remaining 5%. This plan is Lawrence County Schools COG plan.

DENTAL PLAN
Board pays twenty dollars and eight cents ($20.08) per month with the employee paying the remaining dental premium. The board pays 100% of the single plan.

VISION PLAN
The Board pays eight dollars and twenty-three cents ($8.23) per month for vision with the employee paying the remaining vision premium. The board pays 100% of the single plan.

Any bargaining unit member shall be eligible for coverage for a single premium, when covered by insurance through his or her spouse or another's coverage, provided they pay 50% of the premiums with the Board paying the other 50% of the premiums. The LCJVSD Board will provide the option to each bargaining unit member to take a single vision and single dental plan with the Board paying one hundred percent (100%) of the premium of the single plan only.

B. The LCJVSD reserves the right to become self-insured or to change to a health services provider authorized to do business in the State of Ohio, provided the coverage made available by such provider is substantially the same as currently available to employees. The exclusive representative will be informed of all changes in advance of the effective day.

C. The LCJVSD reserves the right to institute a cost containment measure relative to insurance coverage so long as the basic level of insurance benefits remain substantially similar to the health insurance program in effect at the time this agreement is signed. Such changes may include, but not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admission except in emergency situations, and mandatory outpatient elective surgery for designated surgical procedures.

24.02 LIFE INSURANCE

The Board agrees to purchase for all members of the bargaining unit, from a carrier licensed by the State of Ohio, the amount of $40,000 term life insurance.

24.03 PREMIUM CONVERSION- SECTION 125 PLAN- IRS CODE

The Board shall pay the costs of providing an IRS Code Premium Conversion under Section 125 for all bargaining unit members. Participation in the plan shall be voluntary at the option of the employee.

ARTICLE 25: TRAVEL REIMBURSEMENT
(Re-open in 2014)

25.01 Unit members whose assignment necessitates travel shall submit written proof of expenditures to the Superintendent and Treasurer which shall include the following if applicable:

1. Mileage at 54.5¢ per mile, if car is driven
2. Motel or hotel invoices
3. Receipts for registration fees
4. Plane or other public transportation invoices
5. Receipts for meals

25.02 Travel forms for such purpose shall be submitted by the end of each month to the Treasurer's office in order for the unit members to be paid on or before the fifteenth (15^{th}) of the following month.

ARTICLE 26: ADDITIONAL ASSIGNMENTS

26.01 If the Associate Director/Superintendent or his designee agrees, a teacher may assume the responsibilities of another member's students in addition to his/her own students. A member of the unit may voluntarily undertake such assignment, but the Board reserves its right to require a member of the unit to undertake such assignment when it is necessary, as is determined by the Associate Director/Superintendent or his designee. In such instances the employee shall be paid $20.00 per class period.

a. The district will develop a revolving list for all teachers for additional assignments when teacher coverage is needed. If it is a teacher's turn to cover a class and that teacher does not want to cover the class, it will be said teacher's responsibility to get another teacher to cover the class. If said teacher cannot find coverage by another teacher, then that said teacher will have to cover the class themselves.

26.02 The required assignment of another member's student to a unit member in addition to his/her own students shall not cause a member to be responsible for more than thirty (30) students during any one (1) class period.

26.03 Members will be responsible for submitting a time sheet at the end of each day to the Associate Director/Superintendent noting the periods taught.

26.04 Members shall be reimbursed $20.00 per class period for such assignments required by the Board through the Associate Director/Superintendent or his/her designee.

26.05 Members who voluntarily assume another member's students shall not be reimbursed for such voluntary assignments.

26.06 Unit members shall have sick leave or personal leave time, which they use, deducted as provided for in Article 7 whether or not another teacher voluntarily assumes the member's responsibilities in his/her absence.

ARTICLE 27: RETIREMENT SEVERANCE PAY

27.01 Upon retirement from teaching, a unit member who has taught for ten (10) or more years in the Joint Vocational School and who has provided written notification of State Teachers Retirement System (STRS) retirement eligibility to the Board Treasurer, shall be paid in the amount of one-fourth (1/4) of his/her accrued but unused sick leave credit, up to a maximum of fifty (50) days.

27.02 Payment will be made at the unit member's per diem rate on his/her last full day of employment in the district.

27.03 Payment will be made no later than thirty (30) days after the member becomes a retiree of either the State Teacher's Retirement System or the State Employee's retirement System. Once such severance payment has been received by the retiree, all unused accumulated sick leave is surrendered and forfeited. Such payment will be made only once to any member.

27.04 Retirement for the purpose of this Agreement is defined as being that point at which a certificated professional employee has applied for and received a notice of his effective date of retirement from the State Teacher's Retirement System or the State Employee's Retirement System.

27.05 A unit member who has taught for ten (10) or more years in the Lawrence County Joint Vocational School District and who, upon retirement, has accrued unused sick leave credit of 200 days or more (which shall be deemed to include unused personal days) shall be paid as an attendance bonus additional ten (10) days above the maximum fifty (50) days provided in Section 27.01 above, for a total of sixty (60) days, and shall receive an extra bonus of one additional day for each year of teaching after the 10th year of teaching.

ARTICLE 28: STRS PICK UP

28.01 The Board shall pick up contributions to the State Teachers Retirement System paid on behalf of the employees in the bargaining unit utilizing the salary reduction method under the following terms and conditions:

A. The amount to be "picked up" on behalf of each employee shall be at the current rate established by the State Teachers Retirement System of the employee's gross annual compensation or any statutorily mandated increase. The employee's annual compensation shall be reduced by an amount equal to the amount "picked up" by the Board for the purpose of city, State and Federal Tax.

B. The pick up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment.

C. The parties agree that should the rules and regulations of the IRS, or the retirement system change making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/employer contributions.

D. Payment for sick leave, personal leave, severance, supplemental, etc., including unemployment and worker's compensation, shall be based on the employee's gross pay or daily gross pay prior to the reduction as basis for STRS pickup (e.g., gross pay day divided by the number of days in a teacher's contract.)

ARTICLE 29: NEGOTIATIONS PROCEDURES

29.01 The Board recognizes its obligation to meet at all reasonable times and places, as agreed upon by the parties, to bargain in good faith upon all subjects as defined in Ohio Revised Code, Section 4117.08(A), but excluding those managerial functions which are specifically reserved to the public employer in Subsection C of the said Ohio statute.

29.02 The Board and the Association agree that neither side shall have more than five (5) representatives at any session of negotiations; however, the representatives shall not necessarily be the same individuals for every session.

29.03 The Board will be guided by law concerning its obligation not to attempt to control the Association's selection of representatives, as the Association will likewise not attempt to control the Board's selection of representatives.

29.04 The Board and the Association are amendable to either party proposing to bring competent professional or lay consultants to the negotiations, but only on the understanding that neither party shall be obliged to hear from any consultant.

29.05 The Board and the Association recognize that certain information and documents may become relevant to the bargaining and may be requested by either party of the other. The parties will consider each individual request for information or documents on its merits and advise whether the information or documents will be made available.

29.06 The Board and the Association recognize that it is not good practice and may be contrary to law to release statements concerning the negotiations to the news media. However, recognizing that a governmental unit cannot bind itself to silence on political issues, the Board will not contractually bind itself to silence on such political issues.

29.07 The Board's and the Association's chief negotiators shall memorialize in writing items tentatively agreed to in negotiations. However, such items shall not have contractual status between the parties until incorporated into an entire contractual package and ratified by the representatives of the Association and adopted by the Board.

29.08 The parties acknowledge that they have an alternative dispute resolution procedure to that provided in Ohio Revised Code Section 4117.14, which alternative procedure supersedes the provisions of that Section. Under the agreed upon alternative dispute resolution procedure, if impasse is declared by either party, or the parties are unable to reach agreement on all issues submitted for negotiations, either party may declare impasse on the issues yet unresolved. If impasse is declared the parties will mutually request assistance from the Federal Mediation and Conciliation Services in the form of a Mediator selected by the FMCS and the State Employment Relations Board. Impasse may be declared by either party. If after mediation for thirty (30) days the parties are still at impasse, either party may declare a stalemate in the negotiations at which time the Board will issue a final offer and the association will take that offer back to a vote of its membership. If the offer is rejected the Union may exercise their right to strike under O.R.C. Chapter 4117.14 procedures, with proper notification to the Board of Education.

29.09 Between ninety (90) and sixty (60) days prior to the expiration of this Agreement in any year in which negotiations are scheduled to occur, either party may notify the other in writing of a desire to commence bargaining.

29.10 When tentative agreement is reached on all items subject to negotiations, the proposed agreement shall be first submitted to the Association for ratification. Upon notifying the Superintendent by the president of the Association that the Association has properly ratified the agreement, it shall be submitted to the Board for its approval, and the Board will then conduct a ratification vote on the Agreement as soon as feasible.

ARTICLE 30: SEVERABILITY

30.01 In the event there is a conflict between a provision of this Agreement and ORC 4117.10 (a) or a federal law, or valid rule or regulation adopted by a federal agency as determined by a court of competent jurisdiction, shall prevail as to that provision. All other provisions of this Agreement which are not in conflict with ORC 4117.10(a) or federal law, or valid rule or regulation adopted by a federal agency, thereto, shall continue in full force and effect in accordance with their terms. The parties will meet to negotiate any necessary change in the Agreement relative to the affected provision within sixty (60) days by demand of either party.

30.02 If, during the term of this Agreement, there is change in ORC 4117.10(a) or federal law, or valid rule or regulation adopted by a federal agency pursuant thereto, which would invalidate any provision of this Agreement, as determined by a court of competent jurisdiction, the parties will meet to negotiate any necessary change in the Agreement relative to the affected provision within sixty (60) days by demand of either party.

30.03 If, during the term of this Agreement, there is a change in any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, which requires the Board of Education to develop policies that affect the term(s), condition(s), of employment, or working condition(s), then the parties will meet to negotiate the additional term, condition of employment, or working condition within sixty (60) days by demand of either party.

30.04 The negotiations procedures in Article 29 of this Agreement shall be followed for any of the above-mentioned negotiations.

ARTICLE 31: NO STRIKE- NO LOCKOUT CLAUSE

31.01 There shall be no strike by unit members except under the following conditions;

A. Unit members may strike only in compliance with the terms of ORC 4117.14 (D)(2), i.e. unit members may strike after contract talks have failed, provided that the Association has given a ten (10) day prior written notice of its intent to strike to the Board and to SERB.

31.02 There shall be no strike by unit members in violation of ORC 4117.15(A), which prohibits a strike during the term of a collective bargaining agreement or during the pendency of impasse or settlement procedures.

31.03 There shall be no "sympathy strikes" by unit members at any time or place, in support of strikes conducted by other units or unions within the Lawrence County Joint Vocational School facility or within schools in the area of the Lawrence County Joint Vocational School.

31.04 Unit members shall not engage in picketing in connection with any strike or work stoppage at the residence or place of private employment of any Board member, member of the Administration or representative of the employer.

31.05 The Association, OEAINEA Local, shall not authorize, call, aid or conduct a strike in violation of the above provisions. If an unauthorized strike should occur, the Association shall immediately undertake to have the strikers return to work, by proclaiming that the strike is in violation of the Agreement, and by using such media of communication as are available, including the posting of a bulletin, and urging the pickets, if any, to discontinue picketing. It is agreed that picketing during an unauthorized strike is unlawful and in violation of this Agreement and may be enjoined by a court of competent jurisdiction, in accordance with ORC 4417.16. Once the Association has complied with it affirmative duties under this section, no legal action will be taken against the Association by the Board.

31.06 If any unit members strike in violation of this agreement, they are subject to disciplinary action including discharge, in compliance with the procedural requirement of Ohio Revised Code Chapter 4117, particularly of 4117.23.

31.07 The Board will not lockout unit members during the term of this Agreement.

ARTICLE 32: ATTENDANCE CLAUSE

32.01 Day instructors shall be present at the Joint Vocational facility from 8:00a.m. to 3:00 pm on work days unless otherwise excused.

32.02 Notification for absence shall be in accordance with Article 7 of this Agreement.

32.03 A sign-in book, as provided by the Administration, shall be used by all teachers and shall be used for the purpose of recording teacher attendance and/or absence and/or tardiness, and such information shall be kept in each teacher's personnel file.

32.04 Excessive tardiness and/or absenteeism, as determined by the Associate Director, shall be grounds for counseling and possible discipline, to be administered as follows:

1. First step: counseling by the Superintendent and/or Associate Director, a record of the counseling shall be placed in the member's personnel file with a copy given to the member.

2. If the problem remains unresolved or no improvement is shown, the member shall be subject to discipline, which may include the docking of pay, in one-half (1/2) hour increments, at the same rate as is applied under Article 7. Such discipline shall be recorded in the member's personnel file and shall be considered in the member's year-end general evaluation.

32.05 If it is determined by the Associate Director that a unit member's record for tardiness and/or absenteeism is excessive, before taking any disciplinary action against a unit member for excessive tardiness and/or absenteeism, the Superintendent or his designee shall schedule a hearing with the unit member, who shall have the right to representation by the Association at the hearing. In advance of the hearing the unit member shall be provided with a written recap of his/her record of tardiness and/or absenteeism for the current school year up to the point of the hearing

32.06 All Bargaining Unit members who maintain perfect attendance (which is interpreted to mean that no sick leave or personal leave days or portions of days are used) for a nine (9) week grading period shall receive a perfect attendance bonus of$200.00 for each nine (9) week grading period in which they maintain perfect attendance. These bonuses shall be paid within the next pay period after the last pay period of each such nine (9) week grading period.

ARTICLE 33: WORK ENVIRONMENT COMMITTEE

33.01 The parties to this Agreement recognize that in contemporary America the recent existence of cooperation away from the bargaining table has met with success in improving the work environment in factories and schools, and therefore, the Board and the Association agree to establish a cooperation committee at the Lawrence County Joint Vocational School.

33.02 The committee shall be composed of an equal number of administrators selected by the Board and teachers selected by the Association, not to exceed four (4) members per group, or their alternates. Both the Association and the board shall select its representatives by October 1 of each school year.

33.03 The principle aims of the committee shall include the following:

A. For the administrators and teachers to work together toward the end of improving the quality of education in the school;

B. For the administrators to continue to tap the talent of teachers to find ways to operate the school more efficiently;

C. For the administrators and teachers to work together toward the end of avoiding an antagonistic approach to labor relations in favor of partnership approach;

D. For the administrators and teachers to work together toward the end of establishing policies to accommodate the work-family dilemma in a changing society; and

E. For the administrators and teachers to work together toward the end of building lines of communication to solve their mutual work concerns.

The Work Environment Committee's function shall be to discuss problems that concern the parties and to the extent that mutual agreement may be reached, endeavor to find ways of accomplishing such objectives consistent with the provisions of this Agreement.

33.04 Unless otherwise agreed by the Committee, the Work Environment Committee will hold at least one (1 meeting per month, except in those months in which no agenda items have been proposed for discussion. All professional employees shall be notified at least one (1) week prior to a scheduled committee meeting by their representatives. All bargaining unit members and administrators will have the opportunity to place items on the agenda for discussion. Items must be placed on the agenda at least forty-eight (48) hours prior to the scheduled meeting. The agenda will then be prepared by the Superintendent's designee, and be given to the head representative of each section of the committee, to be distributed to all committee members within twenty-four (24) hours of such meeting.

33.05 Minutes of all Work Environment Committee meetings shall be taken by a member of the administration group of representatives and submitted to the President of the Association for approval. Upon approval by the Association, such minutes shall be signed by the Association President and the Superintendent and shall be considered the official minutes of

the meeting. Both the administration and the association may distribute copies of such approved minutes to their members.

ARTICLE 34: SATELLITE PROGRAMS

34.01 The normal work day, for satellite certified personnel will not exceed (7 1/2) seven and one half hours per day.

34.02 LCJVS instructors employed at satellites will follow that local school system during school closings.

34.03 LCJVS instructors employed at a satellite will attend LCJVS in-services, when not supervising students, as per local school calendar.

ARTICLE 35: TUITION REIMBURSEMENT

35.01 The Board shall reimburse teachers at a rate of $1,500.00 maximum per year for upgrading certification. Only credits earned from institutions of higher learning that are accredited by a regional, state or national accrediting association shall be considerate for reimbursements.

35.02 A maximum of $37,500.00 will be set aside for this tuition reimbursement for the first 25 people who turn in paper work. All requests for reimbursement shall be submitted to the Superintendent for prior approval before course work is started.

35.03 Course work must be scheduled at times that do not interfere with normal duties during the work day of the teacher.

A. A grade level of B or above must be attained on the transcript before reimbursement can be made.

B. 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 or university, 2) an official grade slip showing the final course grade, 3) a receipt of payment for the course with amount and date of payment.

35.04 Reimbursement shall be paid twice a year by the Treasurer's Office.

ARTICLE 37: DURATION

37.01 This Agreement shall become effective at 12:01 a.m. July 1. 2015 and shall continue in full force and effect until midnight June 30. 2017.

37.02 This is an Agreement between the parties and is attested to by the representatives whose signatures appear below.

Signed this 23rd day of November, 2015.

FOR THE ASSOCIATION

FOR THE BOARD