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AGREEMENT

between the

COSHOCTON COUNTY J.V.S.D. BOARD OF EDUCATION

and the

COSHOCTON COUNTY CAREER CENTER EMPLOYEES EDUCATION ASSOCIATION

July 1, 2015 through June 30, 2017

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I – GENERAL PROVISIONS

ARTICLE 1 – NEGOTIATIONS PROCEDURES

SECTION I: RECOGNITION

The Coshocton County Joint Vocational School District Board of Education, hereinafter referred to as the "Board", recognizes the Coshocton County Career Center Employees Education Association affiliated with the Ohio Education Association (O.E.A.) and the National Education Association (N.E.A), hereinafter referred to as the "Association", as the exclusive bargaining representative of the Professional and Classified personnel as defined in Section II, Bargaining Unit Representation, employed by the Board.

SECTION II: BARGAINING UNIT REPRESENTATION

A. The Association shall be recognized as the exclusive representative for:

1. PROFESSIONAL: Full-time and part-time teaching personnel including Guidance Counselors employed by the Board under regular contract as defined in Section 3319.11 O.R.C.

2. CLASSIFIED: All employees of the Board in the following job classifications:

   a. Cafeteria Personnel
   b. Custodial Personnel
   c. Maintenance Personnel
   d. Warehouse Personnel
   e. Secretarial Personnel
   f. Aides Personnel

3. EXCLUDED: Substitute teachers, hourly employed teachers teaching less than eighteen (18) hours per week, all Adult Education teachers, administrative and supervisory employees employed pursuant to Section 4117.01(F) O.R.C., confidential employees as defined in Section 4117.01(K) O.R.C., and casual day-to-day substitutes.

B. Members of the bargaining unit shall have the right to join or not to join the Association and membership shall not be a prerequisite for employment or continued employment.

SECTION III: NEGOTIATIONS

"Good Faith" bargaining requires that the Association and the Board be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to respond with a counter proposal or give reason why the proposal is unacceptable. "Good Faith" requires both parties to recognize negotiations as a shared process and for the purpose of attaining mutual understanding provided, however, nothing herein requires either party to agree or make a concession.

SECTION IV: AREAS FOR DISCUSSION AND AGREEMENT

This recognition constitutes an agreement between the Board and the Association to attempt to reach mutual understandings on 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. The Board and the Association recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the Coshocton County Joint Vocational School District. The Board recognizes that it must operate in accordance with all statutory provisions of the state and such other rules and regulations as are promulgated by the Department of Education in accordance with such statutes.

SECTION V: PROCEDURES FOR CONDUCTING NEGOTIATIONS

A. Request for Meeting

1. Request to initiate negotiations shall be submitted in writing by the Association to the Board through the Superintendent and will include the names of the negotiating team.

2. Request from the Board will be submitted in writing by the Superintendent to the President of the Association and will include the names of the negotiating team.

3. Requests for negotiations may be submitted no earlier than ninety (90) days nor later than sixty (60) days before the expiration of the Agreement unless otherwise agreed to by both parties.

4. A mutually convenient initial meeting date shall be set no later than fifteen (15) working days after the date of the request, unless both parties agree to a later date. At this meeting date, each party shall submit in writing all issues being proposed for negotiations, which shall become the agenda.

B. Negotiating Teams

1. Each party may substitute one (1) member on the negotiating team after formal negotiations have begun but in no event shall either team have more than four (4) members, three of whom shall be local staff or Board members, unless otherwise agreed to by the parties.

2. Neither party shall attempt to influence or interfere with the selection of the other party's negotiating team.

3. Either team may call upon the use of lay or professional consultants to assist in negotiations. Any expenses incurred through the use of consultants shall be borne by the requesting party.

4. Each bargaining team shall be clothed with the authority to make proposals, counter proposals, and to arrive at a tentative agreement on all issues submitted for negotiation.

C. Negotiations Meetings

1. Prior to and during the period of bargaining each party will provide the other, upon reasonable request, within ten (10) working days, relevant data and supporting information concerning the issues under consideration.

2. Until all items on the agenda have been negotiated to the satisfaction of both parties, each meeting shall include a decision upon an agreed time and place for the next meeting.

3. The negotiator for either group may caucus his/her group for independent discussions at any time. A caucus shall be no longer than thirty (30) minutes except by mutual agreement.

4. The negotiator for either group may call a recess when it appears no more meaningful discussion can be accomplished. Such recesses should be of reasonable length but in no event exceed five (5) working days unless by mutual agreement.

5. All releases to the news media during negotiations shall be mutually agreed upon before release. In the event an impasse occurs, each party may release information to the news media without the other party's consent. However, a copy of all such releases shall be given to the other party simultaneously with the releases to the news media.

SECTION VI: REACHING AGREEMENT

When tentative agreement is reached on all issues, the tentative agreements shall be reduced to writing and initialed by the negotiator of each team. The total document shall be submitted to the Association for ratification and then submitted to the Board for approval at its next regular or special meeting. Upon affirmative action by the Board, the terms of the Agreement shall become the Master Contract and both parties agree to abide by the terms and conditions thereof.

The Board shall pay the cost of printing and provide copies of the contract to all members of the bargaining unit plus five copies within forty-five (45) days of its action.

The Association shall be responsible for advising its members relative to the terms and conditions of the contract. A copy of the Agreement will be provided all new members of the bargaining unit at the time of their hire.

SECTION VII: DISAGREEMENTS

In the event the parties are unable to reach agreement 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 Federal Mediation and Conciliation Service to appoint a mediator to assist in the resolution of all remaining differences.

In the event agreement is not reached and that it appears that no more meaningful discussion can be accomplished, the Association may initiate the provisions of Section 4117.14(D-2) of the Ohio Revised Code.

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

It is also agreed by the Association and the Board that the procedures outlined in this agreement to negotiate and resolve disputes shall supersede all requirements established in Section 4117.14 of the Ohio Revised Code and shall constitute the parties' mutually agreed upon alternative dispute resolution procedure during negotiations.

ARTICLE 2 – ASSOCIATION RIGHTS

A. As the recognized bargaining agent, the Association and its agents shall have the right to use the school building for meetings, assuming no other group had previously scheduled the facility. Such meetings shall not interfere with or interrupt normal instructional programs or school operations, and further shall be in keeping with building and administrative policies of the Board and the Ohio Revised Code.

B. The Association shall have the right, within established administrative procedures, to use facilities, equipment, typewriters, copy machines, duplicating equipment, and audio visual equipment, and shall be responsible for said equipment when operated by qualified persons, authorized by the building Principal. The Association shall pay for consumable Board supplies used. The Association shall have the right to use school faculty bulletin boards, make announcements at faculty meetings, distribute faculty bulletins to teachers according to normal school procedure.

C. The Association shall have the right to the use of the internal mail system of the school.

D. The Association shall have the right upon member approval to utilize Association insignia for the purpose of identifying membership on each member's school mailbox. Any additional use of the insignia on school property must receive the approval of the building Principal.

E. The Association shall have the right to payroll deductions of membership dues. Such deductions shall be made in fifteen (15) consecutive equal installments beginning with the first pay period in October. Payroll deductions shall be automatic pursuant to Ohio Revised Code 4117.09 and this contract. Dues collected shall be transmitted monthly to the Association and/or to the O.E.A./N.E.A. pursuant to their dues transmittal procedure. The Association will be responsible for collecting any dues not collected through payroll deduction.

F. Upon written request, the Association President will be provided a copy of the approved agenda, Board meeting minutes, and the Treasurer's monthly financial report. The

Association shall have the right to address the Board at any special or regular meeting during the Hearing of the Public.

G. The Association shall be given, upon written request, such forms as the Reduction in Force list, the Training and Experience Grid, current Annual Appropriations Measure, current Amended Official Certificate of Estimated Resources, annual list of supplemental teacher contracts, number of leave days, June 30th Annual Financial Fourth Quarter Report for the preceding year, SM-2, and any other forms or information deemed public. The President of the Association shall provide a list of Association officers to the Board Treasurer no later than September 15th of each year.

H. The Association shall be permitted to conduct meetings after students are dismissed with proper notice. The Association representatives shall be permitted to conduct Association business during the regular school day at such times they are not regularly scheduled for pupil contact. Association representatives shall mean elected officers, building representatives, professional negotiation persons, and other committee chairpersons. No class shall be interrupted unless there is permission by the building Principal. When entering the building, the building Principal must be notified by signing the visitor's log.

I. The Coshocton County Joint Vocational School District Board of Education agrees to automatic payroll deduction of an amount equal to the total dues of the Association from the pay of all bargaining unit members who elect not to become members of the Association, or who elect not to remain members.

J. No payroll deduction shall be authorized by the Board unless the request meets the following criteria:

1. A minimum of five (5) members shall request in writing the proposed payroll deduction;

2. The minimum semi-monthly deduction shall be one dollar ($1.00);

3. The deduction shall be made for a specified number of pays.

K. The assessment of a fair share fee from non-members of the Association, who are members of the bargaining unit, shall commence at the beginning of the school year.

1. The President of the Association shall submit a list of all non-members, who are members of the bargaining unit, to the Treasurer no later than September 15th of each year this Agreement remains in effect.

2. <u>Notification of the Amount of Fair Share Fee</u>

Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about September 15th of each year during the term of this contract for the purpose of determining amounts to be

payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

3. Schedule of Fair Share Fee Deductions

a. All Fair Share Fee Payers

Payroll deduction 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 December 31st until the second paycheck, which period shall be the required probationary period of newly employed bargaining unit members.

b. Upon Termination of Membership During the Membership Year

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.

4. Procedure for Rebate

The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Revised Code 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 Constitution of the United States and the State of Ohio.

5. Entitlement to Rebate

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.

6. Religious Exemption

Any exemptions made to this procedure because of a bonafide religious belief shall be made pursuant to Ohio Revised Code 4117.09(C).

7. Indemnification of Employer

The Association on behalf of itself and the O.E.A. and N.E.A. agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

a. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;

b. The Association shall reserve the right to designate counsel to represent and defend the employer in all matters relating to good faith adherence to these provisions;

c. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;

d. The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

L. Labor/Management Committee

A committee shall be established as an aid to communications between the parties. The membership of this committee shall be the Superintendent and a maximum of three (3) persons appointed by the Superintendent, plus the Coshocton County Career Center Employees Education Association President and a maximum of three (3) persons appointed by the Coshocton County Career Center Employees Education Association President. By mutual agreement between the Superintendent and the Association President, additional persons may be invited to the meeting to provide information.

All meetings shall be held at a mutually convenient time and date. Meetings may be called by either the Superintendent or the Association President. The party requesting the meeting shall inform the other party as to the reason for calling the meeting. The party requesting the meeting shall serve as Chairperson of the meeting.

The purpose of the meeting shall be to assist in the process of open communications between the parties. Its procedures shall consist of joint, informal discussion aimed at clarifying or addressing issues of concern to both parties. The open discussions held by this committee shall not be construed as negotiations nor as an official decision-making process. The discussions of this committee shall not result in modifications or additions to the Negotiated Agreement.

Prior to the last teacher work day, the Labor Management Committee shall review the Student and Faculty handbooks and make recommendations to the administration prior to being submitted to the Board for approval.

ARTICLE 3 – GRIEVANCE PROCEDURE

SECTION I: PURPOSE AND OBJECTIVES

The purpose of this procedure shall be to obtain at the lowest administrative level and in the shortest period of time, equitable solutions to grievances which may arise from time to time. Both the Board and the Association agree that grievance proceedings shall be handled in an efficient and confidential manner.

SECTION II: GRIEVANCE DEFINED

A grievance is an alleged violation, misinterpretation, or misapplication of the negotiated agreement.

SECTION III: GENERAL PROVISIONS

A. An individual grievance shall be initiated by the person so aggrieved.

B. A grievant may be any member, group of members, or the Association acting on behalf of a member or members.

C. An alleged violation should be first discussed informally with the appropriate administrator prior to initiation of the grievance procedure.

D. A grievance shall be reduced to writing and include:

1. the alleged violation (state the Section and Article of the contract);
2. relief sought;
3. date of initiating procedure; and
4. date of the alleged violation.

E. The Association shall be available to assist any member in preparing the proper and complete information necessary to expedite the procedure.

F. The member has the right to be represented with an Association representative.

G. Time limits given shall be considered as maximum, unless otherwise extended by mutual written agreement by the parties involved.

H. 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.

I. The stated time limits may be extended by mutual consent.

J. Appropriate administrator shall be defined as the administrator or Principal of the building or buildings in which the grievance occurs, or the administrator responsible for the action from which a grievance is anticipated.

K. Resolution of a grievance at any level shall apply to the stated grievance and shall in no way infringe on the statutory obligations.

L. Nothing contained in this procedure shall be construed as limiting the individual rights of a member, having a complaint or problem, to discuss the matter informally with members of the administration through normal channels of communication.

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

N. A day means any day that the Joint Vocational School District Board of Education offices are open for business.

O. A grievance may be withdrawn at any level without prejudice or record.

P. No record, document, or communication concerning a grievance shall be placed in the personal file of any participants involved in the procedure herein described.

Q. No reprisals or any kind shall be taken by the administrator or Board against any member initiating or participating in the grievance procedure.

SECTION IV: PROCEDURE

A. Level I – Administration

A copy of the written grievance shall be submitted to the aggrieved's immediate administrator within thirty (30) days of becoming aware of the alleged violation.

A meeting shall be mutually agreed upon between the aggrieved and the administrator within five (5) days of the filing of the grievance. Either the aggrieved or the administrator may have present such people who may provide information related to the grievance. Discussion at this meeting shall be confined to the issues as stated in the grievance and the relief sought.

Within five (5) days of the meeting, the administrator shall provide the aggrieved with a written response stating his/her position and suggestion for resolution of the grievance.

B. Level II Superintendent

If the aggrieved is not satisfied with the suggestion for resolution received in Level I, he or she may within five (5) days of receipt of such written response, submit his or her written grievance to the Superintendent and request a meeting to discuss the grievance.

The meeting shall be within five (5) days of the request.

The meeting shall be conducted in a manner as stated in Level I.

Within five (5) days of the meeting, the Superintendent shall provide the aggrieved with a written response stating his/her position and suggestion for resolution of the grievance.

C. Level III Board

If the aggrieved is not satisfied with the resolution received at Level II – Superintendent, he or she may within five (5) days of the receipt of such written response, submit his or her written grievance to the Board through the Superintendent and request a meeting to discuss the grievance.

The meeting shall be within ten (10) days of the request.

The meeting shall be conducted in a manner as stated in Level I and in keeping with the general provisions of this Article.

Within five (5) days of the meeting, the Board shall provide the aggrieved with a written response stating the Board's position and their suggestion for resolution of the grievance.

D. Level IV Arbitration

If the grievant is not satisfied with the Board's decision on the grievance, he or she shall be allowed ten (10) days to file a written appeal with the Board. The process will begin within twenty (20) days.

The arbitrator shall be chosen using the Voluntary Labor Arbitration Rules of the American Arbitration Association. Final resolutions shall be rendered as soon as possible by the arbitrator and that decision shall be binding to both the Board of Education and the grievant.

The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any terms of this Agreement, nor shall he/she make any decisions contrary to law. He/she shall not imply obligations and conditions binding upon the parties from this Agreement except as set forth herein.

The arbitrator may rule on procedures related to evaluation, but shall not substitute his/her judgment for that of the evaluator. In the event that a case is submitted to an arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

The cost of the arbitrator shall be shared equally by both parties.

ARTICLE 4 – INSURANCE BENEFITS

SECTION I: MEDICAL PLAN

Where a plan participant uses Preferred Providers, the following provisions shall apply:

A. All covered charges will be subject to the satisfaction of a $900 per person, or a $1,800 per family, annual deductible before any reimbursements will be considered under the plan.

B. After satisfaction of annual deductible requirements, the plan will reimburse 80% of covered charges until the plan participant's annual out of pocket limit has been reached.

C. Excluding consideration of deductibles, the maximum out of pocket limit for covered charges for any individual during a calendar year will not exceed $1,700 - for family will not exceed $3,300.

D. Eligible expenses incurred by a plan participant after the annual out of pocket limit has been met will be reimbursed at 100%.

E. Accidents and Qualified Medical Emergencies will be considered part of in-network care payable at 80/20 with no co-pay, after the deductible.

Where a plan participant does not use a Preferred Provider when seeking medical care, the following provisions shall apply:

A. All covered charges will be subject to the satisfaction of a $1,500 per person, or a $3,000 per family, annual deductible before any reimbursements will be considered under the plan.

B. After satisfaction of annual deductible requirements, the plan will reimburse 60% of covered charges until the plan participants annual out of pocket limit has been reached.

C. Excluding consideration of deductibles, the maximum out of pocket limit for covered charges for any individual during a calendar year will not exceed $4,000, and for family will not exceed $8,000.

D. Eligible expenses incurred by a plan participant after the annual out of pocket limit has been met will be reimbursed at 100%.

Further, there shall be no cross application of deductibles or of out of pocket limits within this plan, where a participant uses both Preferred Providers and Non-Preferred Providers.

A. Medical coverage under the plan for dependent children was extended through age 26 to comply with the law. The coverage will end on the child's twenty-sixth (26th) birthday.

B. The Comprehensive Medical Plan will coordinate benefits, when other coverage is available, using a non-duplication of coverage provision. The non-duplication of

coverage provision shall mean that, as a secondary plan, this plan will not provide more in benefits (in coordination with other coverage) than the benefits that would have been provided by this plan alone had no other coverage been available.

C. There shall be no expenses applicable to the deductible under the plan for one year applied to deductible expenses for a subsequent calendar year. The three-month deductible carryover provision will, therefore, not be a part of the Comprehensive Medical Plan.

D. The Comprehensive Medical Plan shall require that all hospital admissions be pre-certified. If an elective hospital stay is not pre-certified, the plan shall deduct $500 from the payment that would have otherwise been made by the plan had pre-certification occurred. For emergency hospital admissions, notification within seventy-two (72) hours after the admission occurs will serve to waive the $500 penalty otherwise applicable.

E. The Comprehensive Medical Plan will limit the reimbursement for physical therapy visits to thirty (30) per calendar year where network providers are used, and to ten (10) per calendar year where non-network providers are used. Cross application of the visit limits will be applied where a plan participant uses both network and non-network providers.

F. Reimbursement for treatments provided by a network chiropractor will be treated as any other medical expense at 80/20. Where a non-network chiropractor is used, covered treatments will be limited to ten (10) visits per calendar year at 80/20 remuneration. Cross application of the visit limits will be applied where a plan participant uses both network and non-network providers.

G. The reversal of elective sterilization procedures shall not be covered for benefits under the plan.

H. No reimbursement shall be made by this plan for any well child preventive care services, mammography's, or pap smears provided by non-network providers.

Except to the extent otherwise provided in connection with the operation of the annual out of pocket limit provisions, no benefits shall be reimbursed at 100% before or after the application of the annual deductibles under the Comprehensive Medical Plan. Further, the Comprehensive Medical Plan shall exclude from coverage all exclusions provided for under the prior plan and shall include for coverage, except as modified above, all services otherwise covered under the prior plan.

Employee will pay medical premiums of $120 per month for family plan and medical premiums of $60 per month for single plan to be deducted half from each of the first two pays of the month.

SECTION II: DENTAL INSURANCE

A. The Board will pay premiums of one hundred percent (100%) for dental – 25/50 individual/family deductible per year.

B. The above insurance covers the individual employee and his/her dependents.

C. The Board shall provide at least the same level of coverage as is in effect on May 1, 1989.

D. Dental coverage will be increased to $1,000 per person per year.

SECTION III: INSURANCE CARRIERS

The Board reserves the right to change carriers for any of the above provided the comparable coverage is maintained.

SECTION IV: OPTICAL INSURANCE

The Board will provide a vision service plan for all members of the bargaining unit. The Board shall pay one hundred percent (100%) of the premium for single and family coverage.

SECTION V: PRESCRIPTION DRUG INSURANCE

The prescription drug benefits shall have a per prescription co-payment of $10 to apply when a covered individual purchases a generic drug. Where a plan participant purchases a non-generic drug but purchases a formulary brand drug, a per prescription co-payment of $25 shall apply. Where a plan participant purchases a non-formulary prescription drug, a per prescription co-payment of $50 shall apply. Viagra will not be paid. The Board will pay 100% of the premium.

SECTION VI: GROUP LIFE INSURANCE

A. The Board will pay the premium for $20,000 for each member of the bargaining unit.

B. The board shall provide basic accidental death and dismemberment health insurance.

C. An employee may purchase at his/her own expense an additional $25,000 life insurance as per the carrier's supplemental group life insurance program.

SECTION VII: LIABILITY INSURANCE

The Board shall purchase, at no cost to bargaining unit members, liability insurance through an approved carrier.

SECTION VIII: PART-TIME ELIGIBILITY

The Board will offer single plan insurance for bargaining unit members employed 20 hours or more but less than 30 hours per week at 50% of the cost of the insurance. Family coverage will not be made available to those employees. Part-time employees currently participating continue to maintain the prorated cost for only plans in which they are currently enrolled. No additional family coverage will be provided.

SECTION IX: INSURANCE COMMITTEE

The Board and the Association mutually agree that an Insurance Committee is created consisting of the following membership: two members of the certified staff and two members of the classified staff, all appointed by the Association president; one member of the Board of Education; and three administrative representatives, designated by the superintendent. The committee shall meet at least four times per year or as deemed necessary by the membership. A chairperson shall be selected from among the membership at the first meeting of each school year. The purpose of the committee is to maximize coverage while maintaining cost by reviewing the current insurance carrier/third party administrator and exploring viable alternatives. Recommendations by this committee will be reviewed and considered by the Association, administration and Board of Education.

SECTION X: FUTURE MEDICAL EXPENSE INCREASES

If the medical premium increase is more than five percent (5%), there will be a reopener to increase the employee contribution or change the plan design, effective July 1, 2016.

ARTICLE 5 – MANAGEMENT RIGHTS

The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, and of the United States.

The exercise of these powers, rights, authority, duties, and responsibilities by the Board, the adoption of the policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this contract and Ohio Statutes.

ARTICLE 6 – TOBACCO FREE ENVIRONMENT

The Coshocton County J.V.S.D. facilities and grounds shall be tobacco free at all times.

ARTICLE 7 – CONTRARY TO LAW

Issues resolved in this Agreement were arrived at in good faith and with the understanding of both parties that all provisions are in keeping with stated statutes of the State of Ohio. If it is determined by a court of law with jurisdiction to this school district or an act of legislature that all or part of any provision is contrary to law, that part shall be deemed null and void to the extent prohibited with the rest of the Agreement remaining in effect. The renegotiations of any part of this Agreement declared to be null and void shall begin within ten (10) days of notification by the Attorney General and/or prosecuting attorney that a provision is contrary to law. In the event agreement cannot be reached, the impasse provisions agreed upon in Article 1 shall be implemented. In no event shall the provisions of Section 4117.14 D(2) be implemented during the life of this contract.

II – PROFESSIONAL STAFF PROVISIONS

ARTICLE 8 – INDIVIDUAL RIGHTS

The Board agrees that all members of the instructional staff are entitled to full rights of citizenship regardless of race, color, creed, or place of origin.

The Board further agrees that members of the instructional staff have the right to participate in professional and civic organizations for their personal benefit and interest.

The Board further agrees that members of the instructional staff have the right to exercise their constitutional rights of political involvement without fear of reprisal or discipline in any form.

The Board further agrees that the private and personal life of any member is not within the appropriate concern or attention of the Board as a condition of employment or renewed employment as long as it does not interfere with his/her teaching duties.

Club advisor positions will be posted annually. If no qualified applicants can be secured for the position, career-technical youth club advisors will rotate according to seniority with the most senior member, who has not filled the position, beginning the rotation.

The Board further agrees that members of the instructional staff may wear insignias, pins, or other identification of membership in the Association or other civic or professional organizations on school premises, or place insignias on individuals' mailboxes in the school building.

The Association agrees that members shall abide by Board policies, to the extent that his/her safety and well-being is not threatened or endangered.

Members of the bargaining unit shall be provided due process in the event of failure to follow the procedures outlined in this Agreement. In the event the Board and/or administration takes a disciplinary action not covered by the terms and conditions of this Agreement, members of the bargaining unit shall be accorded due process.

ARTICLE 9 – TEACHER EVALUATION PROCEDURE

The Board of Education is responsible for a standards-based teacher evaluation policy ("the Policy") which conforms to the framework for evaluations of teachers as approved by the State Board of Education and aligns with the "Standards for the Teaching Profession" as set forth in O.R.C. 3319.111, 3319.112 and 3319.58.

The Policy is intended to provide an evaluation model that is research-based, transparent, fair, and adaptable to the needs of the District. The Board believes in the importance of ongoing assessment and meaningful feedback as a powerful vehicle to support improved teaching performance and student growth, as well as promotion and retention decisions for teachers.

The Policy shall be implemented as set forth herein and shall be included in the collective bargaining agreement with the Coshocton County Career Center Employees Education Association (CCCCEEA), and in all extensions and renewals thereof.

The Policy has been developed in consultation with teachers employed by the Board.

Given the dynamic nature of the mandated teacher evaluation process, the Board authorizes the Superintendent to establish and maintain an ongoing Evaluation Policy committee, with continuing participation by District teachers represented by the CCCCEEA, and for the express purpose of recommending necessary changes to the Board and Association for the appropriate revision of the Policy. The Evaluation Policy committee shall be comprised of members appointed by the Superintendent and President of the CCCCEEA. Members shall be appointed in equal numbers.

Definitions:

"OTES" - stands for the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education in 2011, or as otherwise modified by the State Board of Education.

"Teacher" - For purposes of the Policy, "teacher" means licensed instructors who spend at least fifty percent (50%) of his/her time providing content-related student instruction and who is working under one of the following:

A. A license issued under R.C. 3319.22, 3319.26, 3319.222 or 3319.226; or

B. A permanent certificate issued under R.C. 3319.222 as it existed prior to September, 2003; or

C. A permanent certificate issued under R.C. 3319.2222 as it existed prior to September, 2006; or

D. A permit issued under R.C. 3319.301.

Substitute teachers and teachers not meeting this definition are not subject to evaluation under the Policy. Full time bargaining unit members who do not meet the definition will be evaluated utilizing the evaluation procedures of the collective bargaining agreement in effect between the Board and the CCCCEEA.

The Superintendent, Treasurer, and any "other administrator" as defined by R.C. 3319.02 are not subject to evaluation under the Policy.

"Credentialed Evaluator" - For purposes of the Policy, each teacher subject to evaluation will be evaluated by a person who:

A. meets the eligibility requirements under R.C. 3319.111(D); and

B. holds a credential established by the Ohio Department of Education for teacher evaluation; and

C. has completed State-sponsored evaluation training and has passed an online credentialing assessment.

In evaluating a teacher's performance, evaluators will not make judgments, or otherwise discriminate, on the basis of an employee's age, gender identification, race, ethnicity, national origin, religion, sexual orientation, marital status, disability, union membership or activism. Credentialed evaluators will be reviewed and recommended by the Evaluation Policy committee to the Superintendent for Board approval.

"Core Subject Area" - means reading and English language arts, mathematics, science, foreign language, government, economics, fine arts, history and geography.

"Student Growth" - for the purpose of the Policy, student growth is defined as the change in student achievement for an individual student between two (2) or more points in time.

"Student Learning Objectives" (SLO's) - include goals identified by a teacher or group of teachers that identify expected learning outcomes or growth targets for a group of students over a period of time.

"Shared Attribution Measures" - student growth measures that can be attributed to a group.

"Value-Added" - refers to the EVAAS Value-Added methodology provided by SAS, Inc., which provides a measure of student progress at the District and school level based on each student's scores on State issued standardized assessments.

"Vendor Assessment" - student assessments approved by the Ohio Department of Education that measure mastery of the course content for the appropriate grade level, which may include nationally normed standardized assessments, industry certification exams, or end-of-course examinations for grade level and subjects for which the Value-Added measure does not apply.

SECTION I: STANDARDS BASED TEACHER EVALUATION

Teacher evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each teacher and assigning an effectiveness rating based in equal part upon teacher performance and student growth as set forth below.

Each teacher evaluation will result in an effectiveness rating of:

A. accomplished;

B. skilled;

C. developing; or

D. ineffective

The specific standards and criteria for distinguishing between these ratings/levels of performance shall be the same as those developed by the State Board of Education, which are incorporated herein by reference.

The Superintendent shall annually cause to be filed a report to the Department of Education the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating as set forth above, aggregated by teacher preparation programs from which and the years in which the teachers graduated.

Fifty percent (50%) of each evaluation will be based upon teacher performance and fifty percent (50%) on multiple measures of student growth as set forth herein.

SECTION II: ASSESSMENT OF TEACHER PERFORMANCE

Teacher performance will be evaluated during formal observations and periodic informal observations also known as "classroom walkthroughs." Such performance, which will comprise fifty-percent (50%) of a teacher's effectiveness rating, will be assessed through a holistic process by trained and credentialed evaluators based upon the following Ohio Standards for the Teaching Profession:

A. understanding student learning and development and respecting the diversity of the students they teach;

B. understanding the content area for which they have instructional responsibility;

C. understanding and using varied assessment to inform instruction, evaluate and ensure student learning;

D. planning and delivering effective instruction that advances individual student learning;

E. creating learning environments that promote high levels of learning and student achievement;

F. collaborating and communicating with students, parents, and other educators, District administrators and the community to support student learning; and

G. assuming responsibility for professional growth, performance and involvement.

Formal Observation and Classroom Walkthrough Sequence

A. All instructors who meet the definition of "teacher" under R.C. 3319.111 and the Policy shall be evaluated as follows:

1. Each teacher who received a rating of accomplished on the teacher's most recent evaluation shall be evaluated at least once every three (3) school years, so long as the teacher's student academic growth measure, for the most recent school year for which data is available, is average or higher, as determined by the department of education.

2. Each teacher who received a rating of skilled on the teacher's most recent evaluation shall be evaluated at least once every two (2) years, so long as

the teacher's student academic growth measure, for the most recent school year for which data is available, is average or higher, as determined by the department of education.

3. The Superintendent may elect not to conduct an evaluation of a teacher who meets one of the following requirements:

   a. The teacher was on leave from the school district for fifty percent (50%) or more of the school year, as calculated by the Board.

   b. The teacher has submitted notice of retirement and that notice has been accepted by the Board not later than the first day of December of the school year in which the evaluation is otherwise scheduled to be conducted.

4. In any year that a teacher is not formally evaluated pursuant to this provision as a result of receiving a rating of accomplished or skilled on the teacher's most recent evaluation, an individual qualified to evaluate a teacher shall conduct at least one (1) observation of the teacher and hold at last one (1) conference with the teacher.

B. Teachers on a limited contract who are under consideration for renewal/nonrenewal shall receive at least three (3) formal observations in addition to periodic classroom walkthroughs.

   The Board shall approve a list of projects recommended by the Superintendent/designee that demonstrate a teacher's continued growth and practice at the accomplished level for accomplished teachers who wish to complete a project in lieu of one (1) formal observation.

Evaluations will be completed by May 1st and each teacher will be provided a written report of the results of his/her evaluation by May 10th. Written notice of nonrenewal will be provided by June 1st.

In evaluating teacher performance in these areas, the Board shall utilize the measures set forth by the Ohio Department of Education.

Each teacher evaluated under the Policy shall complete, during the year of evaluation, a "Self-Assessment," utilizing a self-assessment summary tool.

Formal Observation Procedure

A. All formal observations shall be preceded by a conference between the evaluator and the employee prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed.

B. A post-observation conference shall be held after each formal observation.

Informal Observation/Classroom Walkthrough Procedure

A. Classroom walkthroughs shall not unreasonably disrupt and/or interrupt the learning environment.

B. Data gathered from the walkthrough must be placed on the form designated in the Teacher Evaluation Form.

C. A final debriefing and completed form must be shared with the employee within a reasonable amount of time.

SECTION III: ASSESSMENT OF STUDENT GROWTH

In determining student growth measures, the Board adopts the Ohio Department of Education's Ohio Teacher Evaluation System (OTES), which calculates student growth by assessing achievement for an individual student occurring between two (2) points in time. It is important to note that a student who has forty-five (45) or more unexcused absences for the school year will not be included in the determination of student academic growth.

In general, the Board will utilize the following categories to determine this aspect of a teacher's evaluation, depending upon the instructor involved:

A1. Teachers instructing in value-added subjects exclusively;

A2. Teachers instructing in value-added courses, but not exclusively;

OR

B. Teachers instructing in areas with Ohio Department of Education approved vendor assessments with teacher-level data available; or

C. Teachers instructing in areas where no teacher level value-added or approved vendor assessment available.

When an approved Ohio Department of Education vendor assessment is utilized in the measurement of student growth, it will be included in the evaluation process for B teachers.

When neither teacher-level value-added data nor Ohio Department of Education approved assessments are available, the District shall use locally determined Student Growth Measures for C teachers. Student Growth Measures may be comprised of SLO's, shared attribution, and/or non-Value-Added vendor data.

An SLO must be based upon the following criteria: Baseline and Trend Data, Student Population, Interval of Instruction, Standards and Content, Assessment(s), Growth Targets, and Rationale for Growth Targets. When new SLO's are developed or revised, the process will include consultation with teachers employed by the Board. The Board's process for creating and revising SLO's is based upon the standard set forth by the Ohio Department of Education (ODE).

Data from these approved measures of student growth will be scored on five (5) levels in accordance with the Ohio Department of Education/OTES guidance and converted to a score in one of three (3) levels of student growth:

A. above;

B. expected;

C. below.

SECTION IV: FINAL EVALUATION PROCEDURES

Each teacher's performance rating will be combined with the assessment of student growth measures to produce the summative evaluation rating.

The evaluator shall provide that each evaluation is submitted to the teacher for his/her acknowledgement by written receipt. If signed, by the teacher, the receipt is to be sent to the Superintendent as soon as received.

SECTION V: PROFESSIONAL GROWTH PLANS AND PROFESSIONAL IMPROVEMENT PLANS

Based upon the results of the annual teacher evaluation, each teacher must develop either a professional growth plan or professional improvement plan as follows:

A. Teachers whose performance rating indicates above expected levels of student growth will develop a professional growth plan and may choose their credentialed evaluator from those available to the Board for that purpose, utilizing the components set forth in the "Teacher Evaluation Form."

B. Teachers whose performance rating indicates expected levels of student growth will develop a professional growth plan collaboratively with his/her credentialed evaluator and will have input on his/her evaluator for the next evaluation cycle, utilizing the components set forth in the "Teacher Evaluation Form"

C. Teachers whose performance rating indicates below expected levels of student growth will develop a professional improvement plan with their credentialed evaluator. The administration will assign the evaluator for the subsequent evaluation cycle and approve the professional improvement plan, utilizing the components set forth in "Teacher Evaluation Form."

SECTION VI: CORE SUBJECT TEACHERS - TESTING FOR CONTENT KNOWLEDGE

Beginning with the 2015-2016 school year, core subject area teachers must register for and complete all written examinations of content knowledge selected by the Ohio Department of Education if the teacher has received an effectiveness rating of "Ineffective" on his/her annual evaluation for two (2) of the three (3) most recent school years.

If a teacher passes the examination set forth above and provides proof of that passage to the Board, the teacher will be required, at the teacher's expense, to complete professional development that is targeted to the deficiencies identified in the teacher's evaluations conducted under the Policy.

The following may be grounds for termination of a teacher pursuant to R.C. 3319.16:

A. failing to complete all required written examinations under this section;

B. a failing score on a written examination(s) taken pursuant to this section;

C. a rating of "ineffective" on the teacher's next evaluation after passing all written examinations pursuant to this section and after completion of the required professional development; or

D. failure of a teacher to complete the required professional development.

Any teacher passing the examination set forth above will not be required to take the examination again for three (3) years, regardless of the teacher's evaluation ratings or the performance index score ranking of the building in which the teacher teaches.

No teacher shall be responsible for the cost of taking an examination set forth above.

SECTION VII: BOARD PROFESSIONAL DEVELOPMENT PLAN

In accordance with the Ohio State Board of Education's statewide evaluation framework, the Board has adopted a specific plan for the allocation of financial resources to support the professional development of teachers covered by the Policy. The plan will be reviewed annually.

SECTION VIII: RETENTION AND PROMOTION DECISIONS REMOVAL OF POORLY PERFORMING TEACHERS

It is the purpose of the Policy to improve the quality of instruction, enhance student learning and strengthen professional competence through meaningful feedback and targeted professional development. In addition, the evaluations produced will serve to inform the Board on employment decisions, i.e., retention, promotion of teachers, renewal of teaching contracts, and the removal/nonrenewal of poorly performing teachers.

Definitions:

"Retention" for purposes of the Policy refers to employment decisions on the question of whether or not to suspend a contract pursuant to a reduction in force, nonrenew a limited or extended limited contract, or terminate employment for good and just cause. In the case of a reduction in force, seniority will not be considered when making decisions on contract suspensions, except in the instance of comparable evaluations. The decision to nonrenew or terminate the contract of a poorly performing teacher may be informed by the evaluation(s)

conducted under the Policy. However, decisions to nonrenew or terminate a teaching contract are not limited by the existence of the Policy.

"Promotion" as used in this context is of limited utility given the fact that teachers covered by the Policy are not currently employed in any discernible hierarchy. Nevertheless, when making decisions relative to such matters as determining department or grade level chairpersons, selections to curricular or strategic planning bodies, or teaching assignments, the Board will consider teacher performance as indicated by evaluations.

"Poorly Performing Teachers" refers to teachers identified through the evaluation process as ineffective.

"Comparable Evaluations" - Since seniority may not be the basis for teacher retention or other employment decisions, except when deciding between teachers who have comparable evaluations, this refers to teachers within the categories of "Ineffective," "Developing," "Skilled," and "Accomplished."

SECTION IX: REMOVAL OF POORLY PERFORMING TEACHERS

Removal of poorly performing teachers will be in accordance with the nonrenewal and termination statutes of the Ohio revised code.

Nothing in the Policy will be deemed to prevent the Board from exercising its rights to nonrenew, terminate, or suspend a teaching contract as provided by law and the terms of the collective bargaining agreement in effect between it and CCCCEEA. The evaluation system and procedures set forth in the Policy shall not create an expectation of continued employment for teachers on a limited contract that are evaluated under this policy. The Board reserves the right to nonrenew a teacher evaluated under this policy in accordance with R.C. 3319.11 notwithstanding the teacher's summative rating.

R.C. 3319.02, 3319.11, 3319.111, 3319.112, 3319.22, 3319.222, 3319.226
R.C. 3319.26, 3319.58, 3333.0411
A.C. 3301-35-03(A)

SECTION X: JOB DESCRIPTIONS

The Board and/or administration agree to develop job descriptions for all members of the bargaining unit. The Board and administration further agree that in the development of a job description for current staff for whom no job description is in existence, the job description will be mutually developed by the staff and administration. Job descriptions may be refined and/or revised. Either the Board and administration or the members may request that a job description be reviewed. While members of the bargaining unit may contribute to the development of proposed job descriptions, the Board and administration reserve the right to approve final job descriptions.

ARTICLE 10 – DISCIPLINE AND REPRIMAND

A. Members of the bargaining unit may be disciplined for violating Board of Education Policies and Procedures and Administrative rules and regulations governing the management and control of the Coshocton County Joint Vocational School District.

B. No formal disciplinary action may be taken by the member's immediate supervisor or the Superintendent without the member having the opportunity to have a representative of his/her choice present. A formal disciplinary action shall include only items 2, 3, and 4 of Item D below. Suspensions without pay may be imposed only by the Superintendent.

C. It is intended that a progressive disciplinary policy be administered but nothing contained herein shall require that a lesser sanction be imposed before a more severe sanction may be imposed.

D. The disciplinary options shall be as follows:

1. Verbal Reprimand (Informal) – When in the judgment of the Superintendent or an administrator a reprimand of a member is warranted, the reprimand shall be done verbally within five (5) working days of becoming aware of the occurrence. The reprimand should not be in the presence of another member, student, parent, or non-certificated employee unless the health and safety of person or property is endangered. Either the member or administrator may have a representative present.

2. Written Reprimand (Formal) – If the violation is of a serious nature or is repetitive, a written reprimand shall be given within ten (10) days after the verbal reprimand. Prior to writing a reprimand, a hearing shall be held with the member and his/her representative. Both parties shall sign that the reprimand has been received. The reprimand shall be placed in the member's personnel file. A statement by the member may be attached to the reprimand within fifteen (15) working days after the hearing.

3. Suspension without pay not to exceed one day (Formal).

4. Suspension without pay not to exceed three days (Formal).

5. Termination in accordance with O.R.C. §3319.16.

E. All formal disciplinary actions may be appealed in accordance with the provisions of the Grievance Procedure outlined in Article 3 of this Agreement. All appeals shall be held in Executive Session.

F. All verbal reprimands, written reprimands, and suspensions without pay shall be documented and placed in the member's personnel file.

ARTICLE 11 – DISMISSAL PROCEDURE

SECTION I: TERMINATION OF CONTRACT

Termination of a member's contract shall be according to Section 3319.16 and related provisions of the Ohio Revised Code.

SECTION II: NON-RENEWAL OF LIMITED CONTRACTS

If the Superintendent determines that he/she will recommend that a bargaining unit member serving under a limited contract be non-renewed, the Superintendent will so notify that teacher on or before May 11th. Should the Board decide to non-renew the contract of that teacher, he/she will be notified in writing by June 1st.

SECTION III: FAIR DISMISSAL PROCEDURE

A. Prior warning shall be made in writing to the member by the administration before recommending dismissal to the Board.

B. Grounds for non-renewal by the administration for limited contract members shall be defined and given to the member in writing with notification of the administration's recommendation to the Board of Education.

C. A member so notified shall have the opportunity to appear before the Board to respond to the allegations prior to official Board action.

D. Fair dismissal procedures in this Master Agreement shall supersede those procedures under Section 3319.11 of the Ohio Revised Code.

This procedure shall not be construed to limit any professional or legal rights of the Board or teacher involved in obtaining due process.

ARTICLE 12 – PERSONNEL FILES

The Board agrees to notify all bargaining unit members of any records being kept on said member. This notification will cover all personnel files, those kept by immediate supervisor, Superintendent, or Board of Education. Any information being added to said member's personnel file will require the notification of said member. No anonymous material may be added to a bargaining unit member's personnel file.

If the member disputes the accuracy, relevance, timeliness, or completeness of information on him/her maintained in his/her personnel file, he/she may request that the Board investigate the current status of the information within a reasonable length of time of receiving the request. The Board must make a reasonable investigation to determine if the disputed information applies with the provision of law. Said member shall have the right to add rebuttal or request a hearing with the Superintendent on any material in his/her personnel file that he/she deems incorrect or incomplete.

The Board agrees that any member will have full and complete access to any file being maintained on said member within two (2) working days.

If requested by a bargaining unit member, disciplinary material will be subject to annual review by the bargaining unit member and appropriate administrator to consider its removal. The bargaining unit member shall be accorded the right of an association representative at this meeting.

ARTICLE 13 – ACADEMIC FREEDOM

The academic freedom of each member of the bargaining unit shall be exercised within the constraints of general standards of professional responsibilities and shall not prohibit consultation and direction provided by duly appointed Board representatives.

Freedoms of individual expression shall be consistent with the obligation to respect the rights and opinions of others and shall promote the interest of the school in providing a positive learning climate for students.

Both academic freedom and individual expression shall be governed by the constraints established by the courts and the Board governing the duties and responsibilities of employees.

ARTICLE 14 – COMPLAINTS AGAINST PERSONNEL

When a complaint is made to the Board or any of its members or school administrators by a person concerning a member's conduct or other activities that relate to the member's employment duties, the member shall be informed of the stated concern by the appropriate administrator prior to the imposition of discipline. The appropriate administrator shall attempt to resolve the concern with the complainant. This could include the involvement of the member if deemed appropriate by the administrator.

Should the complainant still not be satisfied and bring the concern to the Superintendent and/or Board, the member shall be so informed and have the right to provide the Board with information concerning the issue, in Executive Session, and with rights of representation and due process.

In no case shall such a complaint be grounds for action or reprimand or discipline against a member without the member having prior notice that would allow a reasonable period of time for the member to attempt to resolve the concern or be provided a hearing with representation, if requested, or provide information on the issue to the administration.

ARTICLE 15 – TEACHING CONDITIONS

Members of the bargaining unit employed under regular contracts to perform regular teaching duties shall be governed by the following working conditions:

A. The school year for members shall be 185 days, or the hourly equivalent, with new members being required, at the administration's discretion to participate in one (1) extra day for orientation.

B. The 185-day school year shall be as follows:

1. 180 student instructional days, or the hourly equivalent;

2. Two (2) days of in-service;

3. One (1) day shall be divided into ½ day orientation and ½ day teacher work day;

4. One and one-half days of teacher work days and ½ day orientation.

C. The member's instructional day shall consist of no more than seven and one-half (7½) continuous hours, including an uninterrupted duty-free lunch period equal to that provided to students and in no case less than thirty (30) minutes.

D. Each member will be provided during the student school day, one regular class period for non-pupil contact teaching activities.

E. In no case shall the number of students assigned for a period of instruction exceed the number of stations or facilities provided to conduct meaningful instructional programs. Class assignments for academic teachers will not exceed 30 students with additional instructional assistance provided on a priority basis.

F. Assignment of classes should be arranged so that no one teacher has more than four lesson preparations per day during one semester. Should a teacher's schedule exceed four preps, every effort will be made to eliminate additional duties. No teacher will be asked to perform duties during their lunch or planning period.

G. In the event that a class needs to be covered for a period, the administration may request of those members, who have signed a voluntary substitute form (for planning and preparation time) to substitute. If no member volunteers, then the administration may require a member to substitute during their planning and preparation period. A member, who is required to substitute during his/her planning period, will be reimbursed at the rate of $15.00 per period.

H. Members will be provided:

1. Office space;

2. Individual mailboxes in a lockable area;

3. Separate toilet facilities;

4. Supplies and materials in accordance with fiscal constraints and departmental needs as determined by the administration and/or Board.

5. A private space with a telephone with long distance capacity.

I. Uniforms – The Board will pay for the lease of five (5) uniforms for each of the following career-technical program instructors: Auto Technology, Building Trades, Culinary Arts, Metal Fabrication and Natural Resources; and one (1) dress uniform for Criminal Justice. The uniforms will be the property of the Board of Education.

J. Members are required to attend one (1) Open House per school year, the date of which will be established with the school calendar to ensure proper advance notice. A member will also be required to attend two new-student orientations and two scheduled advisory committee meetings.

K. Each non-academic instructor, in coordination with the Administrator and home school officials, may be given one (1) instructional day per feeder school to conduct recruitment activities.

L. The Board agrees that members will be given information concerning policies, procedures, and student conduct during staff meetings, in private, by memo, or e-mail.

M. In a timely manner, the Board will provide whatever transportation is necessary for school-sponsored events. This will include, but not limited to, school bus, private vehicle, or rental van.

N. To reserve and hold reservations with a credit card for student activities, the Treasurer's Office will secure the arrangements, provided two weeks prior notice is given.

O. The BCI/FBI fingerprint checks will be paid by the Board.

ARTICLE 16 – INDIVIDUAL CONTRACTS

All members of the bargaining unit employed by the Board shall be issued written contracts in accordance with provisions of Section 3319.08 of the Ohio Revised Code. Said contracts shall include the following information:

A. Name of member of the bargaining unit.

B. Name of school district.

C. Type of contract (limited or continuing). If limited, the number of years in the contract, annual compensation to be paid during the year of issuance of the contract.

D. Basis of determining the compensation (i.e., classroom teacher, B.S. Degree and five (5) years teaching experience). Frequency of salary payments (i.e., every other Friday).

E. Statement that members of the bargaining unit agree to abide by adopted Board policies adopted in accordance with Board established policy and procedures.

F. The date of official Board action will be so noted on the contract.

G. Provisions that a copy of said contract shall be provided the employee, that issuance of renewal of limited contracts shall be effected no later than June 1st of each year.

H. A copy of this negotiated agreement will be given at time of contract issuance to members new to the District and others who have not received it.

ARTICLE 17 – SEQUENCE OF CONTRACT ISSUANCE

SECTION I

Regular limited contract shall be offered in the following manner:

A. Upon initial employment, a one year contract shall be issued by the Board.

B. The second contract issued by the Board shall be for one year.

C. The third contract issued by the Board shall be for one or two years. A staff member coming to the Career Center after having attained continuing contract status elsewhere and having served two years at the Career Center is eligible for a continuing contract.

D. If the staff member is not eligible for a continuing contract, the fourth contract and thereafter shall be issued accordingly:

   1. Teacher paid on Class I shall receive a two-year contract.

   2. Teacher paid on Class II, III, IV, or V category shall receive a three-year contract.

E. The Board may issue a one-year probationary contract at the end of any limited contract, if the teacher received an unsatisfactory evaluation as determined by the Superintendent. The administration must assist with the teacher's improvement by establishing a plan for the teacher's success.

F. Continuing contracts shall be granted by the Board in keeping with Section 3319.08 of the Ohio Revised Code.

G. It shall be the responsibility of each member to file a current, valid copy of the required certificate or license in the Superintendent's Office in accordance with Sections 3319.36 and 3319.30 of the Ohio Revised Code.

Proper certification or license is necessary by members to fulfill contract provisions herein provided.

SECTION II: LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

A. Name, Scope, and Number of Committees

The Coshocton County J.V.S.D. Local Professional Development Committee (LPDC) is hereby established as the name of the entity required by Senate Bill 230. This committee shall be district-wide in scope and shall be the only committee of its type authorized to operate within the district.

B. Aims and Purposes

The purpose of the Coshocton County J.V.S.D.'s LPDC is to review coursework and other professional development activities completed by employees within the district for renewal of certificates or licenses. Also, the LPDC will review and approve all Student Learning Objectives (SLO's).

C. Membership, Qualifications, Terms of Office, Training, Compensation

1. The Coshocton County J.V.S.D. LPDC shall consist of five (5) members. A majority of the members shall be teachers, who shall be selected by the district bargaining unit via its approved process. The remaining members will be selected by the Superintendent. Each committee member must have three (3) years experience in teaching.

2. The members of the committee chosen by the bargaining unit shall serve staggered three-year terms. A term shall go from September to September. Committee members may be re-elected to the positions they hold an unlimited number of times. The three (3) initial teacher members will hold the following terms: one will hold a one-year term; one will hold a two-year term; and one will hold a three-year term. Subsequent bargaining unit member elections will be for three-year term rotations.

   a. Meetings shall be held at least nine (9) times per year.

3. Each committee member shall be compensated for his/her service. Teacher members of the committee will be paid a yearly base stipend of $300.00 with an additional $50.00 per meeting attended to a total maximum of $750.00 including the base stipend. The LPDC Chair will receive an additional $150.00 added to the base stipend. For meetings beyond nine, teacher members will be paid $20.00 per hour.

4. SLO meetings shall be paid at $20.00 per hour. Payment may be made upon completion. SLO committee will consist of a minimum of three (3) teachers, and two (2) administrators or administrative designee.

5. Committee vacancies among teacher members shall be addressed by the bargaining unit, who shall designate replacement members as necessary. Similarly, administrative member vacancies shall be addressed by the district

office. The initial selection of teacher committee members shall include one (1) alternate teacher member and one (1) alternate administrative member.

Committee members, who discover that they are unable to fulfill their role as an active committee member, may withdraw simply by notifying the chair in writing. No reasons need be given.

D. Operation

1. The LPDC will meet monthly during the school year with the schedule of meetings posted in the faculty lounge.

2. Minutes and attendance will be taken for each meeting and posted in the faculty lounge.

3. LPDC bylaws and operating procedures will be reviewed annually by the LPDC.

4. The LPDC will develop a series of consistent forms for Individual Professional Development Plans (IPDP's), CEU submission and Preliminary Coursework Approval and Tuition Reimbursement.

5. The LPDC will approve all IPDP's, CEU's, coursework requests and tuition reimbursement requests.

6. The LPDC will develop, review and maintain CEU guidelines.

7. The LPDC will make recommendations regarding staff development programs and trainings for both individuals and the Career Center as a whole.

8. When a teacher's licensure or certification is being considered, a majority of the members of the LPDC shall consist of teachers.

9. Whenever an administrator's coursework plan is being discussed or voted upon, the LPDC shall, at the request of one of its administrative members, cause a majority of the committee to consist of administrative members by reducing the number of teacher members voting on the plan.

10. The LPDC shall establish its operating procedures and rules consistent with the rules set forth in the law and by the Ohio Department of Education.

11. The LPDC shall establish an appeals procedure. No member of the LPDC shall be permitted to sit on an appeals panel hearing an appeal of a decision in which the member has participated.

12. Members of the LPDC shall not be legally liable for the decisions of the LPDC, except for misfeasance, malfeasance, or nonfeasance of office.

13. Decisions of the LPDC or the appeals panel shall not be subject to the grievance procedure in this negotiated agreement.

ARTICLE 18 – LEAVE PROVISIONS

SECTION I: SICK LEAVE

Each member of the bargaining unit employed on a full-time basis shall be entitled to accrue fifteen (15) days of sick leave per year, which shall be credited at the rate of one and one-fourth (1¼) days per month effective the beginning of his/her contract.

Each member of the bargaining unit employed on a part-time basis shall be entitled to accrue fifteen (15) days of sick leave per year, which shall be credited at the rate of one and one-fourth (1¼) days per month per year effective the beginning date of his/her contract. Each day of accumulation shall be a day equal to the number of hours employed.

All sick leave days accumulated by a member of the bargaining unit employed on a part-time basis shall be converted on a pro-rated basis in the event of full-time employment. Example: thirty (30) days of sick leave accumulation for a member employed four (4) hours per day or on a one-half (½) day basis would be equal to 120 hours or fifteen (15) full days of sick leave upon being employed on a full-time basis.

Any member new to the District may transfer sick leave previously accumulated elsewhere upon verification of such accumulation from the proper public agency pursuant to Section 3319.141 of the Ohio Revised Code.

Unused sick leave may be accumulated to a maximum of 230 days.

Upon beginning the duties of employment, members of the bargaining unit new to the District shall be granted five (5) days of sick leave, but the maximum annual accumulation shall be fifteen (15) days.

A. Use of Sick Leave

Members of the bargaining unit may use sick leave for absence due to illness, or illness related to pregnancy, injury, exposure to contagious disease which could be communicated to other employees or pupils, and to illness or death in the immediate family as follows:

1. For personal illness, injury, pregnancy, exposure to contagious disease, or adoption of a child under the age of six, members of the bargaining unit may use total accumulated sick leave.

2. For serious illness or death in the bargaining unit member's family, the total accumulated sick leave may be used.

a. Immediate family includes parents, step-parents, grandparents, spouse, domestic partner, brother, sister, grandchildren, children step-children, father-in-law, mother-in-law, brother-in-law, sister-in-law, and any other relatives whose regular residence is the home of the member.

A domestic partner shall be defined as any person(s), age 18 or older, not related to the member and whom lives with the member and is not currently in a domestic partnership, civil union or marriage with a different person and is mutually responsible (fiscally and legally) for each other in an intimate, committed relationship of at least six (6) months' duration.

b. Absence due to the death of other relatives, who are close to the bargaining unit member, may be approved by the Superintendent.

B. Procedure

Notification in all cases shall be given by the bargaining unit member to the Superintendent or immediate supervisor or their designee before absence from duty, except in extreme emergency. Bargaining unit members must call in on or before 7:00 A.M. if they are going to be absent for illness to permit the employment of a substitute.

C. Application and Enforcement

The Superintendent of schools will be the administrative official for the application and enforcement of these regulations, and shall in all cases be guided by the policy and procedure herein set forth.

D. Worker's Compensation

If the absence of an employee is due to an accident or injury to an employee, which is commensurable under the rules governing Worker's Compensation, it shall be the duty of the employee to apply for such compensation. Drug testing shall be conducted in accordance with Bureau of Workers' Compensation procedures.

E. Length of Sick Leave

If absence due to personal illness exceeds five (5) consecutive days during which the employee would normally be on duty, the Board shall have the authority to request a "Physician's Statement" be completed and presented to the Superintendent, the building Principal, or supervisor verifying that the member is physically capable of returning to work.

F. Sick Leave Salary Supplement

1. Each member of the bargaining unit shall be paid a salary supplement for the limited or non-use of sick leave as follows:

a. No days used - $300.00.

b. One day used - $170.00.

c. Two days used - $110.00.

d. Three days or more – No supplemental salary.

2. Supplemental salary payments for the limited or non-use of sick leave shall be made the second salary payment in June.

G. Regularly employed part-time employees (those employees employed less than eight (8) hours per day for 180 days or more per year on a regular contract) shall be entitled to the accumulation of sick leave and eligible for personal leave on a prorated basis.

SECTION II: PERSONAL LEAVE

The Board will grant one (1) unrestricted working day and two (2) restricted working days per year with pay for personal leave, which days shall not be deducted from sick leave. The leave shall be non-accumulative. All requests for personal leave shall be approved by the Superintendent. Requests shall be submitted at least three (3) days prior to use to allow sufficient time to employ substitutes. Personal leave may be used in full-day or half-day increments.

Requests for emergency use of personal leave must be made prior to 7:00 A.M., if possible, to permit the employment of substitutes.

Personal leave shall include, but not be limited to the following:

A. Attendance upon the wedding celebration of a member of the immediate family (as described in Sick Leave, Section I, Article 18) or a close friend.

B. Attendance at high school, military, and college graduation ceremonies of a member of the immediate family (as described in Sick Leave, Section I, Article 18) of the person.

C. Required attendance by the person at an institution of higher learning for the purpose of examination and/or registration for procuring a degree necessary or appropriate to the duties of the person.

D. Religious holidays as related to your own faith.

E. Attendance in court of law as plaintiff, defendant, witness, or otherwise as a party to the proceedings.

F. Required attendance by the person at any governmental or professional bureau or office and which office or bureau is not open for business on Saturday, or other personal business that cannot be handled at some other time.

G. Attendance at the funeral of a relative or close friend.

H. "Acts of God" such as weather when the school is open for instruction or unexpected home calamities. Time lost due to an accident in transit when school is open for instruction during inclement weather which results in personal injury shall be charged to sick leave.

I. Business that cannot be conducted on other than school times. (This would not include activity involving the employee's own business or enterprises.)

J. Unused personal leave will be credited to sick leave accumulations at the end of each school year. This credit is not subject to the maximum sick leave accumulation. Employees will be issued a statement of accumulated sick leave adjusted to show addition of unused personal leave.

SECTION III: SABBATICAL LEAVE

The Coshocton County Joint Vocational School District will consider requests for sabbatical leave to the provisions herein stated and according to the provisions of the Ohio Revised Code, Section 3319.131.

A member of the instructional staff, upon written request to the Board, may be granted a leave of absence with part pay for up to one school year. The grounds for refusal of a sabbatical shall be the filing of an insufficient plan of professional improvement as determined by the Superintendent and the Board; financial; lack of suitable replacement, as determined by the Superintendent; and for other just cause as determined by the Board.

A. A member of the instructional staff shall have had six (6) years educational experience in the system.

B. A plan of professional improvement during the period the sabbatical leave is requested shall be submitted.

C. The part salary shall be the difference between the employee's regular salary and the cost of a substitute.

D. No more than five (5) percent of the instructional staff shall be granted sabbatical leave at one time.

E. Additional sabbaticals shall be made available to members of the instructional staff after completion of five (5) additional years teaching experience with the Coshocton County Joint Vocational School Board of Education.

F. Members of the instructional staff returning from sabbatical shall be returned to the same assignment or equivalent position held prior to such leave.

G. A member on sabbatical leave must return to the Coshocton County Joint Vocational School District for at least one year or repay all benefits received.

H. Sabbatical leave must be applied for by March 1st of the year of which leave is requested and acted upon no later than the June Board meeting.

I. The employee may retain insurance benefits by paying the total monthly premiums to the Treasurer ten days before the due date.

SECTION IV: PROFESSIONAL LEAVE

A. Full-time members may be granted professional leave to attend meetings or clinics, make curriculum visits, serve on accrediting teams, or for similar reasons related to his/her contract.

B. A written request for professional leave shall be made in advance to the Superintendent. The request shall include the date, purpose, and estimated expenses.

C. Approved leave shall be with pay. The approval will indicate what expenses, if any, are to be paid by the Board.

D. Expense reimbursement shall be on the following basis:

1. Registration fee – actual cost. Approved conferences, which exceed $100.00 in cost, the registration fee, may be prepaid and include lodging and commercial transportation expense.

2. a. Lodging – actual cost with receipt required.

   b. Meals – not to exceed $30.00 per day and itemized receipts are required. Meals will be reimbursed only for a required overnight stay. If the professional leave is not overnight, no meals will be reimbursed for day meetings, unless meal is included in the cost of seminar. Snacks and beverages, other than part of a meal, will not be reimbursed.

3. Travel – current IRS rate per mile, if personal vehicle used.

4. If commercial transportation is less than mileage times the current IRS rate, then commercial transportation would be paid for. Mileage by private vehicle, if greater than commercial transportation, will not be reimbursed above the cost of commercial transportation.

5. Parking fee will be paid upon submission of receipts.

6. All expense forms must be turned in no later than ten (10) working days after expenses are incurred. Expenses turned in later than ten (10) working days will not be reimbursed.

E. All requests must be filed with the Superintendent in time to be approved before the date of attendance. At the request of the employee and provided that the employee gives at

least 30 days advance notice, the Board shall pre-pay the registration fees when these fees exceed $100.00. If the employee does not attend the meeting, clinic, or conference for reasons other than use under the sick leave provision (with physician verification), the employee shall make full restitution to the Board for any unrecoverable expense due to prepayment of fees or arrangement for direct billing.

F. Reimbursement for professional meetings will be paid within fifteen (15) days, upon submission of receipts, after date received by the Treasurer.

SECTION V: ASSAULT LEAVE

A member, who is absent due to disability resulting from an attack upon said member which assault occurs while in required attendance at an official school function, approved field trip, during an official visit to the student's home, or at any time or place if assault and battery is connected with a school related incident, and in the course of said member's contracted employment during his/her regular work year, may be granted up to forty (40) days of assault and battery leave. During such assault and battery leave, said member shall be maintained on full pay basis.

Eligibility shall be determined by the Superintendent and will be based on a signed statement by the member within two (2) school days after the incident occurs, or later at the discretion of the Superintendent, which shall include but not be limited to the following:

A. Nature of disability.

B. Date and time of the occurrence.

C. Identification of the individual or individuals causing the assault, if known.

D. Facts and circumstances surrounding the assault.

E. A certificate from a licensed physician describing the nature of the disability and its duration causing absence.

F. A statement indicating a willingness to participate and cooperate with the Board of Education if the Board of Education decides to pursue legal action against the assaulter(s).

Falsification of either the signed statement or a physician's certificate is grounds for suspension or termination of employment under Section 3319.16 of the Ohio Revised Code.

Assault and battery leave granted under this section shall not be charged against sick leave or personal leave.

At the end of forty (40) days the member may use sick leave or receive worker's compensation, if eligible, for the period of disability.

A maximum of twenty (20) additional days of assault leave may be granted by the Board of Education.

SECTION VI: ASSOCIATION LEAVE

The Association shall be granted three (3) days annual leave for representative to attend a professional business meeting. This leave is non-accumulative. The Board will pay the expense of the substitute. The Association shall be responsible for all expenses of the representatives attending the meeting.

SECTION VII: CIVIC LEAVE

Leave, with pay, shall be granted for serving in a public capacity when subpoenaed to serve as a plaintiff, defendant, witness, or otherwise as a party to legal proceedings, which are related to the employee's professional duties. If a teacher serves on jury duty, he/she shall be granted leave with pay and shall remit all jury duty pay (less mileage and meal allowances) to the Board Treasurer.

SECTION VIII: UNPAID LEAVES OF ABSENCE

A leave of absence is understood to mean a period of extended absence from duty by an employee of the Board of Education for which written request has been made and formal approval has been granted in writing and the reason stated for which it is requested, including the period of time. All leaves of absence are made from the Coshocton County Joint Vocational School District and not from a specific position therein. Return to the school system is contingent upon vacancies existing at that time for which the person is qualified.

The Board of Education may, without request of the individual, grant a leave of absence to an employee because of physical or mental disability. Purposes for which leave of absence may be granted are:

1. Illness;

2. Disability of a mental or physical nature;

3. Educational, military, or professional purposes.

A. Compensation

All leave of absence are without pay.

B. Duration

A leave of absence shall not be for a period longer than a year. Such leave of absence may be renewed for an additional year.

C. Termination and Return to Former Status

The employee on leave of absence desiring to return to regular service in the school should notify the Superintendent of schools of such intention.

The individual returning from a leave of absence is entitled to resume the contract status he/she held prior to such leave, but not necessarily the right to reoccupy the position which he/she held at the time the leave was granted.

D. Physical Examination for a Leave of Absence

All persons applying for a leave of absence upon physical grounds must submit to examination by a qualified physician or by a physician appointed by the Board of Education to make such examination.

The individual's readiness to return to a regular assignment after a leave of absence for physical or mental reasons must also be determined by a qualified physician or by some physician appointed by the Board of Education to make such examination.

A written report to each such examination shall be filed with the Superintendent of schools and the Board of Education shall be notified.

Member's names on an unpaid leave of absence shall be carried on the roster and may continue group insurance benefits by paying the full premiums themselves.

A member returning from an unpaid leave of absence shall retain seniority rights as if fully employed and shall be placed on the appropriate step of the salary schedule in keeping with other provisions of this Agreement and related Board policies.

ARTICLE 19 – FACULTY MEETINGS

Members of the bargaining unit are expected to attend all general staff and departmental meetings unless excused in advance by the appropriate administrative official. General and departmental meetings shall be held on a member's regular contractual day either established for this purpose or following the regular instruction day. General and departmental meetings held following a member's instruction day shall be limited to the normal work day.

Meetings called by the administration shall be with five (5) working days advance written notice except in cases of emergencies.

ARTICLE 20 – REDUCTION IN FORCE

In the event that a reduction of teaching personnel becomes necessary due to a decline in student enrollment, financial reasons, or as determined by the Board, this reduction will be in keeping with the provisions of this Article.

No reduction of educational programs shall be made less than set forth in the State Minimum Standards.

SECTION I: ATTRITION

Whenever possible, reduction in teaching staff will be accomplished through attrition.

SECTION II: SUSPENSION OF CONTRACTS

A. To the extent that reductions are not achieved through attrition, reductions will be achieved in accordance with the suspension of contract procedures set forth in Section 3319.17 of the Ohio Revised Code. Contracts will be suspended by areas of certification/licensure as determined by the Board. When this procedure is followed, preference will be given to members who have greater seniority. Members whose contracts are suspended will have the right of restoration of service status in the order of seniority of service if and when teaching positions become vacant or are enacted for which any such members are certified/licensed.

B. Teachers whose positions are to be reduced shall be notified in writing by June 30th of the school year preceding that in which the reduction in force is to be implemented. The Board will make every reasonable effort to give written notice of suspension to all teachers who could be affected by a reduction in force by April 1.

C. Teachers eligible for another limited contract and not recommended for non-renewal shall have a new limited contract issued based on the recommendation of the superintendent and then suspended for the purposes of reduction in force.

SECTION III: SENIORITY AND LENGTH OF EMPLOYMENT

A. Seniority

Employees with longer continuous certificated/licensed employment and comparable evaluations will be retained in preference to those with less continuous certificated/licensed employment and comparable evaluations certificated/licensed to teach in the same field.

B. Measuring Length of Employment

Seniority shall be defined as length of continuous certificated/licensed employment from the most recent date of hire. Date of hire shall be the date on which nomination is made by the Superintendent and approved by the Board of Education.

C. Length of continuous employment will not be interrupted nor increased by Board approved leaves of absence.

D. Where two or more members have the same seniority and comparable evaluations, as determined above, the length of employment shall be determined on the basis of:

1. Members on continuing contract;

2. Length of total certificated/licensed employment in the district;

3. Date of interview;

4. Date of original application prior to hiring.

SECTION IV: RESTORATION

A. All members whose contracts have been suspended shall be offered re-employment in reverse order of reduction should openings for which they have the necessary certification/license occur. However, seniority shall not be the basis for rehiring a teacher, except when making a decision between teachers who have comparable evaluations.

B. Laid off members shall remain on the seniority list for a period of 26 months beginning July 1st of the year of the layoff after which time their names shall be removed.

C. Notice of recall shall be by registered mail to the last address given to the Board of Education by the member.

The member is obligated to keep the district Superintendent advised in writing of a telephone number and mailing address where he/she can be reached.

The member must respond within ten calendar days of receipt of notification of recall to work.

D. A laid off member on the recall list, who refused a full-time assignment for which he/she is qualified, shall waive all future recall rights.

E. In the absence of law to the contrary, teaching field shall refer to certification or license area.

F. The member will return to the same contract status.

SECTION V: RIGHT TO DISPLACE LESS SENIOR TEACHER

A. A member, who is notified that he/she is to be laid off, will have the right to displace any less senior member provided both parties' evaluations are comparable and whose work he/she is certificated or licensed to perform, except as noted in V. B. Written notice of intent to exercise this right must be submitted to the Superintendent within ten (10) calendar days after a member is notified that he/she is to be laid off.

B. Certification/licensure as used in V. A. shall be defined as provisional, professional, or permanent grade certificates or licenses issued pursuant to Sections 3319.22 to 3319.31, inclusive, of the Ohio Revised Code, or in accordance with standards, rules, regulations authorized by the law. Certification/licensure as defined above shall also mean and be

defined as the member having taught in the certificated or licensed area at the Coshocton County J.V.S.D.

ARTICLE 21 – VACANCIES

SECTION I: DEFINITIONS

A. When a vacancy is created by establishing a new bargaining unit position or by an employee's leaving a bargaining unit position, which the Board intends to fill, the position will be posted for internal and external candidates. All bargaining unit members will receive notification of the vacancy five (5) work days before it is opened to outside applicants. During periods when school is in session, such notice will be posted in the employee's lounge on the bulletin boards with a copy being placed in each employee's mailbox. When school is not in session, notices will be sent to bargaining unit members by U.S. mail and email. Interested employees will have seven (7) days to respond from date of postmark. Should the Board decide not to fill a vacancy, the President of the Association will be notified with reason(s) for the Board's intent not to fill.

B. A bargaining unit member who applies for a vacancy and who has the necessary certification for the position shall be considered.

C. The Board shall notify the Association President of the filling of any bargaining unit vacancy within five (5) work days. Such notice shall include the position filled, the name of the person filling the vacancy, and the date of hire.

D. In the event a certified employee resigns their contract from July 1st to September 1st, the five (5) day internal advanced posting requirement shall be waived.

ARTICLE 22 – SALARY

SECTION I: SALARY PLACEMENT

CLASS I College Degree

Bachelor's Degree plus teaching license.

Career-Technical Placement with Work Experience

Non-Degree with career-technical teaching license and seven years of program related work or trade experience. This is reduced to five years of experience for those who have graduated from a career-technical program in which you are seeking employment.

CLASS II College Degree

Bachelor's Degree plus 16 semester hours or 24 quarter hours and a teaching license.

Career-Technical Placement with Work Experience

Non-Degree plus 16 semester hours or 24 quarter hours with a five year Provisional teaching license or two-year Provisional teaching license and seven years of program related work or trade experience. This is reduced to five years of experience for those who have graduated from a career-technical program in which you are seeking employment.

CLASS III College Degree

Bachelor's Degree plus 34 semester hours or 51 quarter hours and a teaching license.

Career-Technical Placement with Work Experience

Non-Degree plus 34 semester hours or 51 quarter hours with a teaching license and seven years of program related work or trade experience. This is reduced to five years of experience for those who have graduated from a career-technical program in which you are seeking employment.

CLASS IV College Degree

Master's Degree and a teaching license.

Career-Technical Placement with Work Experience

Associate's Degree or Non-Degree plus 60 semester hours or 90 quarter hours with a teaching license and seven years of program related work or trade experience. This is reduced to five years of experience for those who have graduated from a career-technical program in which you are seeking employment.

CLASS V College Degree

Master's Degree plus 16 semester hours or 24 quarter hours and a teaching license.

Career-Technical Placement with Work Experience

A career-technical teacher with a Bachelor's Degree in their career-technical area, whose work experience is used for salary schedule placement, and who is eligible for licensing in his or her career-technical area, shall be placed in Class V.

SECTION II: EXPERIENCE ALLOWANCE AND PLACEMENT ON SALARY SCHEDULE

A. Teaching experience credit for placement on the salary schedule shall be determined by the Superintendent as per the Ohio Revised Code 3317.3. Maximum of ten (10) years.

B. Work experience will be credited for placement at one year of program related work or trade experience for one year on the salary schedule to a maximum of ten (10) years above the number of years of program related work or trade experience required to obtain initial certification.

C. The Treasurer will adjust a teacher's salary for the year, due to additional college training, if verified by official transcript by September 15th. The Treasurer will make a second adjustment beginning February 1st pro-rated for the remainder of the year, due to additional college training, if verified by official transcript by January 15th.

SECTION III: PAY PERIODS

A. Paydays shall be the 5th and 20th of the month. If the 5th or 20th falls on a Saturday, then the payday will be Friday; if it falls on a Sunday, then the payday shall be Monday.

B. The following exceptions to this provision are:

1. Christmas Day, New Years Day or other holiday, which would cause the general closing of financial institutions, then the pay date shall be the day before the holiday.

2. If the scheduled pay date falls on the Friday after Thanksgiving, then the pay date shall be the Wednesday before Thanksgiving.

C. Direct deposit is required of all bargaining unit members.

D. Teachers' regular teaching salaries will be paid in 24 equal installments.

SECTION IV: SALARY INDEX

A. July 1, 2015 through June 30, 2016

YEARS EXPERIENCE	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V
0	1.000	1.050	1.100	1.150	1.200
1	1.045	1.100	1.150	1.205	1.255
2	1.090	1.150	1.200	1.260	1.310
3	1.135	1.200	1.250	1.315	1.365
4	1.180	1.250	1.300	1.370	1.420
5	1.225	1.300	1.350	1.425	1.475
6	1.270	1.350	1.400	1.480	1.530
7	1.315	1.400	1.450	1.535	1.585
8	1.360	1.450	1.500	1.590	1.640

9	1.405	1.500	1.550	1.645	1.695
10	1.450	1.550	1.600	1.700	1.750
11	1.495	1.600	1.650	1.755	1.805
12	1.540	1.650	1.700	1.810	1.860
13	1.585	1.700	1.750	1.865	1.915
14	1.630	1.750	1.800	1.920	1.970
15	1.675	1.800	1.850	1.975	2.025
16	1.675	1.800	1.850	1.975	2.025
17	1.675	1.800	1.850	1.975	2.025
18	1.675	1.800	1.850	1.975	2.025
19	1.675	1.800	1.850	1.975	2.025
20	1.720	1.850	1.900	2.030	2.080

B. July 1, 2016 through June 30, 2017

YEARS EXPERIENCE	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V
0	1.000	1.050	1.100	1.150	1.200
1	1.045	1.100	1.150	1.205	1.255
2	1.090	1.150	1.200	1.260	1.310
3	1.135	1.200	1.250	1.315	1.365
4	1.180	1.250	1.300	1.370	1.420
5	1.225	1.300	1.350	1.425	1.475
6	1.270	1.350	1.400	1.480	1.530
7	1.315	1.400	1.450	1.535	1.585
8	1.360	1.450	1.500	1.590	1.640
9	1.405	1.500	1.550	1.645	1.695
10	1.450	1.550	1.600	1.700	1.750
11	1.495	1.600	1.650	1.755	1.805
12	1.540	1.650	1.700	1.810	1.860
13	1.585	1.700	1.750	1.865	1.915
14	1.630	1.750	1.800	1.920	1.970
15	1.675	1.800	1.850	1.975	2.025
16	1.720	1.850	1.900	2.030	2.080
17	1.720	1.850	1.900	2.030	2.080
18	1.720	1.850	1.900	2.030	2.080
19	1.720	1.850	1.900	2.030	2.080
20	1.765	1.900	1.950	2.085	2.135

SECTION V: SALARY SCHEDULE

A. The Class I, "0" experience base shall be $32,792.00. This schedule will be effective July 1, 2015 through June 30, 2016.

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V
0	32,792	34,432	36,071	37,711	39,350
1	34,268	36,071	37,711	39,514	41,154
2	35,743	37,711	39,350	41,318	42,958
3	37,219	39,350	40,990	43,121	44,761
4	38,695	40,990	42,630	44,925	46,565
5	40,170	42,630	44,269	46,729	48,368

6	41,646	44,269	45,909	48,532	50,172
7	43,121	45,909	47,548	50,336	51,975
8	44,597	47,548	49,188	52,139	53,779
9	46,073	49,188	50,828	53,943	55,582
10	47,548	50,828	52,467	55,746	57,386
11	49,024	52,467	54,107	57,550	59,190
12	50,500	54,107	55,746	59,354	60,993
13	51,975	55,746	57,386	61,157	62,797
14	53,451	57,386	59,026	62,961	64,600
15	54,927	59,026	60,665	64,764	66,404
16	54,927	59,026	60,665	64,764	66,404
17	54,927	59,026	60,665	64,764	66,404
18	54,927	59,026	60,665	64,764	66,404
19	54,927	59,026	60,665	64,764	66,404
20	56,402	60,665	62,305	66,568	68,207

B. The Class I, "0" experience base shall be $32,792.00. This schedule will be effective July 1, 2016 through June 30, 2017.

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V
0	32,792	34,432	36,071	37,711	39,350
1	34,268	36,071	37,711	39,514	41,154
2	35,743	37,711	39,350	41,318	42,958
3	37,219	39,350	40,990	43,121	44,761
4	38,695	40,990	42,630	44,925	46,565
5	40,170	42,630	44,269	46,729	48,368
6	41,646	44,269	45,909	48,532	50,172
7	43,121	45,909	47,548	50,336	51,975
8	44,597	47,548	49,188	52,139	53,779
9	46,073	49,188	50,828	53,943	55,582
10	47,548	50,828	52,467	55,746	57,386
11	49,024	52,467	54,107	57,550	59,190
12	50,500	54,107	55,746	59,354	60,993
13	51,975	55,746	57,386	61,157	62,797
14	53,451	57,386	59,026	62,961	64,600
15	54,927	59,026	60,665	64,764	66,404
16	56,402	60,665	62,305	66,568	68,207
17	56,402	60,665	62,305	66,568	68,207
18	56,402	60,665	62,305	66,568	68,207
19	56,402	60,665	62,305	66,568	68,207
20	57,878	62,305	63,944	68,371	70,011

C. Certified employees will receive a longevity benefit after fifteen (15) years of service to the district. It will continue each succeeding year. The benefit will be added to their regular yearly salary. Any employee currently receiving the longevity benefit (prior to July 1, 2015) will be grandfathered.

CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V
$590	$700	$810	$920	$1,035

SECTION VI: S.T.R.S. PICK-UP (WITH REDUCTION)

A. The Board and the Association agree that the Board shall implement the "pick-up" of the certificated teacher-employee's required contribution to the State Teachers Retirement System effective July 1, 1985 for each member of the bargaining unit. The Treasurer is hereby authorized to contribute to S.T.R.S., in addition to the Board's required employer contribution, an amount equal to each certificated employee's contribution in lieu of payment by such employee. The amount contributed by the Board on behalf of the certificated employee shall be treated as a deferred salary otherwise payable to such certificated employee in cash.

B. The Treasurer is also directed to prepare and distribute an addendum to each affected certificated employee's contract which states:

1. that the employee's contract salary is being restated as consisting of:

   a. a cash salary component and

   b. a "pick-up" component, which is equal to the amount of the employee's contribution being "picked-up" by the Board on behalf of the employee;

2. that the Board will contribute to S.T.R.S. an amount equal to the employee's required contribution to S.T.R.S. for the account of each certificated employee; and

3. that sick leave, appropriate supplemental, and extended service 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 those affected certificated employees shall include the provisions of this addendum.

The Board's total combined expenditures for each affected certificated employee's total contract salary payable in accordance with this Section (including "pick-up" amounts) including its employer contribution to S.T.R.S. shall not be greater than the amount the Board would have paid for each affected certificated employee had this Section not been included in this Agreement.

The Treasurer shall compute and remit its employer contributions to S.T.R.S. based upon total contract salary including the "pick-up". The Treasurer shall report for federal and Ohio income tax purposes as an employee's gross income, the employee's total contract salary less the amount

of the "pick-up". The Treasurer shall report for municipal income tax purposes the employee's total contract salary, including the amount of the "pick-up".

Each affected employee shall assume the responsibility for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax deferred compensation plans in which he/she may be participating.

If the above "pick-up" provisions are nullified by subsequent Internal Revenue Service Rulings, Ohio Attorney General Opinions, a court of competent jurisdiction, or other governing regulations or laws, the Board and the Treasurer shall be held harmless and this Section of the Article shall be declared null and void.

ARTICLE 23 – SUPPLEMENTAL CONTRACTS

SECTION I: SUPPLEMENTAL CONTRACTS

Members employed for supplemental duties shall be issued supplemental contracts in keeping with provisions of Section 3319.08 of the Ohio Revised Code. Said members shall be paid in keeping with the schedule of supplemental salary.

A job description shall be developed by the administration for each supplemental duty. A copy of the job description shall be given to a member with the supplemental contract. All supplemental duties shall be authorized by the Board.

The administration will make every effort to limit the issuance of no more than two supplemental contracts per member as set forth in this Article and all parties involved shall cooperate to achieve this objective. No member shall be required or coerced into accepting a supplemental contract, unless supplemental contracts are required by the Ohio Department of Vocational Education as a part of the member's curriculum.

A. Schedule of Supplemental Salary

	Percent of Base Salary	
Skills USA Advisor	8%	
F.F.A. Advisor (Future Farmers of America)	6%	
DECA (Distributive Education Clubs of America)	6%	
Student Council Advisor	6%	
F.C.C.L.A. Advisor (Family, Career and Community Leaders of America	6%	
A.W.S. Advisor (American Welding Society)	6%	
Newspaper Advisor	5%	(Reduced to 3% for 2016-2017)
National Technical Honor Society Advisor	3%	
Ambassador Advisor	3%	

At the end of the year staff checkout, chapter advisor(s) will submit an annual report of chapter activities prior to receiving the second supplemental payment. All supplemental contracts will be paid in two equal installments in December and June.

Teachers, who continue to be Skills USA Chapter Advisors for consecutive years, will be paid an additional $150.00 per year beginning the second year up to a maximum of $450.00.

If a new career-technical student organization is created, a supplemental contract will be established for the advisor at a rate determined by the superintendent. If a discontinued career-technical student organization is revived, the supplemental contract will be granted at the rate of 6%.

SECTION II: EXTENDED TIME

Extended time beyond the annual term shall be paid on the basis of the annual salary and calculated on a per diem basis (per diem calculated by dividing the number of days on the school calendar for which instructors are responsible into their base salary and then multiply this per diem amount by the number of extended days granted). Extended time will be granted on a supplemental contract annually.

ARTICLE 24 – PAYMENT FOR COLLEGE CREDIT OR ADDITIONAL TRAINING

Any licensed or classified member of the bargaining unit employed by the Coshocton County Joint Vocational School District Board of Education is eligible to receive payment for college credit. In order to be eligible, the bargaining unit member must have an approved Individual Professional Development Plan on file with the LPDC and all coursework must be related to the staff member's area of responsibility. The LPDC will grant approval for coursework to be taken and for tuition reimbursement.

A. Subject to the limitations stated below, the Board shall reimburse full-time staff for tuition at 75% of actual tuition cost. The maximum to be paid by the Board for tuition reimbursement will be $20,000 per fiscal year and up to $5,250 per individual, unless additional funds are approved by the Board. Applicants will be approved by the LPDC on a first-come, first-serve basis until funds are depleted. Credits will be accepted and recognized at the discretion of the Local Professional Development Committee in accordance with law, guidelines from the Ohio Department of Education, and the operational rules established by the Local Professional Development Committee.

B. Limitations:

1. Prior to initiating any coursework or equivalent activities to be submitted for reimbursement, the Tuition Reimbursement Form must be completed and submitted for approval to the Local Professional Development Committee.

2. A staff member receiving reimbursement must complete the next school year in the district. If a staff member fails to satisfy this obligation, the amount for which that staff member has been reimbursed under the preceding sentence shall be immediately due and payable by deduction from the remaining paychecks due the employee.

3. Coursework must be scheduled at times that do not interfere with normal duties during the workday of the staff member.

4. No teacher will receive the full Board tuition reimbursement if he/she receives grants, payments or scholarships from some other source for tuition. These amounts shall be deducted from the tuition amount reimbursable by the Board of Education.

5. Under no circumstances shall the Board reimburse both the cost of attending an in-service program and the tuition for credit hours earned. Costs, or partial costs, of attending in-service workshops are reimbursable professional visitations at the rates established by the Board of Education.

6. The staff member must present a receipt showing payment of tuition costs and proof of satisfactory completion (C or above) to the Treasurer with copies to the Local Professional Development Committee. Proof of satisfactory completion of the course shall consist of an official transcript or grade report from the college, university, or sponsoring organization or other documentation determined by the Local Professional Development Committee. Tuition will be reimbursed within 30 calendar days after paperwork is submitted to the Treasurer. If a grade report is submitted, the teacher must submit an official transcript to confirm credit for the course within 60 days of the grade report, or any amount reimbursed will be deducted back out of the paycheck.

7. Reimbursement shall occur for a maximum of 15 semester hours (or 22 quarter hours) per teacher taken during the period of July 1 – June 30. For purposes of determining the fiscal year, a course shall be deemed to have been taken in that fiscal year in which the course or activity was begun.

ARTICLE 25 – TRAVEL ALLOWANCE

Members of the bargaining unit may be required to conduct travel in the course of performing their duties as approved by the administration.

Mileage reimbursement for expenditures for use of personal cars shall be at the current I.R.S. rate per mile.

ARTICLE 26 – SEVERANCE PAY

Severance pay shall be a one-time, lump sum payment to eligible members of the bargaining unit according to the following provisions:

SECTION I: ELIGIBILITY

A members' eligibility for severance shall be determined as of the final date of employment. The criteria are:

A. The individual retires from the school system

B. Retirement – disability or service retirement under any state or municipal retirement system in this state.

C. The individual must be eligible for disability or service retirement as of the last day of employment.

D. The individual must within 120 days of the last day of employment, prove acceptance into the retirement system by having received and deposited/cashed his/her retirement check.

E. The individual must have not less than five (5) years of service with this school district. The last five (5) years of employment must be with the Coshocton County Joint Vocational School District Board of Education.

F. The individual must sign for the severance check certifying all eligibility criteria have been met.

SECTION II: BENEFIT CALCULATION

The amount of the benefit due a member shall be calculated by:

A. Multiplying the employee's accrued but unused sick leave by one-fourth (¼).

B. Multiplying the product times the per diem rate of pay appropriate for that individual's placement on the base salary schedule.

C. The amount of the benefit calculated in steps A and B shall not exceed the value of fifty-four (54) days of accrued but unused sick leave.

D. The above referenced severance pay shall be made payable to the family or estate of any teacher who dies while said teacher was still under contract with the Coshocton County Joint Vocational School District.

E. The Board shall pay all severance pay to qualified recipients on the first pay date in January following the member's official retirement date.

Receipt of payment for accrued but unused sick leave shall eliminate all sick leave credit accrued by the employee.

ARTICLE 27 – EMPLOYMENT OF RETIRED TEACHERS

The following terms and conditions relating to the employment of retirees will prevail in the Coshocton County Joint Vocational School District.

A. For purposes of this Article, a retiree is an individual who has attained service retirement status with the STRS and is otherwise qualified by certification/licensure to be employed as a teacher in Ohio.

B. When a teaching vacancy exists, the Board may consider and employ a retiree upon the recommendation of the Superintendent.

C. A retiree shall be paid at their Class. The step of salary schedule to be negotiated by the Superintendent and the individual regardless of training and years of service, and so long as employed by the Board shall not advance on the salary schedule based either on years of service or additional training.

D. A retiree shall receive a one-year limited contract, which shall expire automatically at the end of the term. Continuation of employment of a retiree through offering new one-year limited contracts, which automatically expire, shall be at the election of the Board and upon the recommendation of the Superintendent. The provisions of Article 11, Section II (Non-Renewal of Limited Contracts), Article 9 (Teacher Evaluation Procedure), and Article 17 (Sequence of Contract Issuance) of this Agreement shall not apply to retirees. A retiree is not eligible for a continuing contract regardless of years of employment with the Board.

E. A retiree shall accumulate and may use sick leave in accordance with Article 18, Section I, of this Agreement, but is not entitled to severance pay under Article 26 of this Agreement or under law upon the conclusion of employment as a retiree.

F. Insurance for Retirees – Single coverage only will be made available at the same rate as all members of the bargaining unit.

G. A retiree shall not accumulate seniority in the bargaining unit, and has no right of recall in the event of a reduction in force under Article 20 of this Agreement and/or Ohio Revised Code Section 3319.17.

H. A retiree is eligible for a supplemental contract only at the discretion of the Superintendent.

I. The Board and the Association expressly intend this Article to supersede the provisions of Ohio Revised Code Section 3317.13, 3317.14, 3313.53, 3319.11, 3319.111, and 3319.17, and all other applicable laws, and this Article of the Agreement will not be grievable under the grievance procedure or through any claim or action filed before the State Employment Relations Board (SERB) or any court of law.

III - CLASSIFIED STAFF PROVISIONS

ARTICLE 28 – INDIVIDUAL RIGHTS

A. The provisions of this Agreement shall be applied equally to all applicants as well as to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, job classification, political opinions, or affiliation.

B. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

C. The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or its representatives against any legal employee activity or employees acting in an official capacity on behalf of the Union.

D. The Board further agrees that the private and personal life of any bargaining unit member is not within the appropriate concern or attention of the Board as a condition of employment or continued employment as long as it does not interfere with his/her duties.

E. Members of the bargaining unit shall be provided due process in the event of failure to follow the procedures outlined in this Agreement. In the event the Board and/or administration takes a disciplinary action not covered by the terms and conditions of this Agreement, members of the bargaining unit shall be accorded due process.

ARTICLE 29 – DISCIPLINARY PROCEDURES

SECTION I

Disciplinary action against bargaining unit employees in the form of termination, suspension, or demotion shall be governed by Section 3319.081 of the Ohio Revised Code, provided, however, that the affected employee shall be entitled to written notice of the specific charges made against him/her and an opportunity for an evidentiary hearing before the Board prior to any final Board action.

SECTION II

Except in those situations where the employee's responsible supervisor deems it necessary and justifiable to proceed immediately with a recommendation for termination, suspension, or demotion, an employee whose work or conduct is of such a character as to incur such discipline shall first be specifically warned in writing by the responsible supervisor. Such warning shall state the reasons underlying any intention the supervisor may have of recommending disciplinary action. The responsible supervisor shall give a reasonable period of advance warning to permit the employee to correct the deficiency without incurring disciplinary action.

ARTICLE 30 – REDUCTION IN FORCE

SECTION I

All bargaining unit classifications and positions shall be filled by regular employees of the Board as reflected in the minutes.

SECTION II

In the event it becomes necessary to reduce classified staff due to financial reasons, lack of work, or building closures, or as determined by the Board, the following procedure shall govern such layoffs.

A. The number of employees affected by reductions shall be kept to a minimum by not employing replacements, insofar as it is practical, for employees who resign, retire, or otherwise vacate a position.

B. Ten (10) days prior to the Board instituting reductions in the classified staff, the Board will notify the President of the Association of such reductions.

SECTION III

In any reduction, the concept of job classification seniority shall prevail. Seniority shall be determined by the employee's most recent date of hire with the Board in a particular job classification (for reduction in force purposes only). Board approved leaves of absence shall not constitute an interruption of continuous service.

SECTION IV

When it has been determined that a reduction is necessary, either systemwide, within a classification, or within a department or building; temporary, intermittent, seasonal, provisional, or new employees in an initial probationary status shall be laid off first. Additional reductions shall begin with the least senior employees in any classification, department, or building continuing in order of seniority until the reduction is complete.

SECTION V

Any employee affected by such a reduction, whether directly or indirectly, shall be granted bumping rights.

SECTION VI

Bumping shall be exercised on the basis of seniority and present pay range. Any employee affected by such a reduction may displace a less senior employee within the same classification.

There shall be established six (6) classifications as follows:

1. Warehouse Personnel
2. Cafeteria Personnel
3. Custodial Personnel
4. Secretarial Personnel
5. Maintenance Personnel
6. Aides Personnel

SECTION VII

Employees, who retrogress under the provisions of this procedure to a lower pay range, shall not be reduced in pay and remain frozen until such time as they return to their original or equivalent position or until salary of the new position surpasses that which the employee was earning prior to the retrogression.

SECTION VIII

Ten (10) working days prior to the effective date of any layoff, the Board shall prepare and post for inspection, in a conspicuous place, a list containing names, seniority dates, and classifications, and indicate which employees are to be laid off. Each employee to be laid off shall be given advance notice of the layoff, with a statement advising the employee of their bumping and reinstatement rights.

SECTION IX

Vacancies, which occur during the period of reduction in force, shall be offered to those employees working through bid procedure. Vacancies, which remain following this procedure, shall be offered to or declined in writing by the employees standing highest on the appropriate reinstatement list before the next person on the list is considered. The employees shall be notified by Registered or Certified mail addressed to the employee's last known address. Employees shall accept or reject the offer within five (5) school days of receiving the notice.

SECTION X

Any employee reduced in pay range or laid off shall retain recall rights for a period of one (1) year during which time the Board shall not hire any new employee to any classification affected by a reduction until all employees reduced or laid off have been offered an opportunity to be reinstated.

Reinstatement from the recall list shall be to the same or equivalent position and hours as previously held prior to layoff. If reinstated during this period, the employee shall retain all

previous accumulated seniority, all rights related to salary, fringe benefits, and notice of reinstatement shall be made by Certified mail.

ARTICLE 31 – TRANSFERS, JOB POSTINGS, AND BIDDINGS

A. When a vacancy is created by establishing a new bargaining unit position or by an employee's leaving a bargaining unit position which the Board intends to fill, all bargaining unit members will receive notification of the vacancy five (5) work days before it is opened to outside applicants. During periods when school is in session, such notice will be posted in the employee's lounge on the bulletin boards with a copy being placed in each employee's mailbox. When school is not in session, notices will be sent to bargaining unit members by U.S. Mail. Interested employees will have seven (7) days to respond from date of postmark. Should the Board decide not to fill a vacancy, the President of the Association will be notified with reason(s) for the Board's intent not to fill.

B. The job notice shall specify the title of the position, job qualifications, the hours to be worked, the rate of pay, the job location, and other pertinent information and shall state the final date for receipt of applications.

C. Employees will be allowed no less than five (5) days to place bids to fill vacancies. All vacancies shall be filled within thirty (30) workdays.

Vacant positions shall be awarded to the most senior qualified employee based upon item B above. An employee, who accepts a lateral transfer, shall maintain all seniority earned and shall not have to take any loss in pay or demotion.

ARTICLE 32 – PROBATIONARY PERIOD

The probationary period for all employees shall be 180 calendar days.

After completion of said 180 calendar day probationary period, employees may be removed for just cause only.

As a condition of employment, all support staff will be evaluated at least once each year thereafter.

ARTICLE 33 – PERSONNEL FILES

Each member may review his/her personnel file upon request. The member may be accompanied by an individual of his/her choice. One copy of materials placed in the file will be provided without cost to the member.

Any member shall receive a copy of any "job related offense" before it is placed in his/her personnel file and it will be invalid until such time as it is placed in the personnel file. The

member shall have five (5) days from the member's receipt of the copy to attach comments to material placed in his/her personnel file.

If the member disputes the accuracy, relevance, timeliness, or completeness of information on him/her maintained in said file, in accordance with Ohio Revised Code 1347, he/she may request that the Board investigate the current status of the information within a reasonable time of receiving the request. The Board shall make a reasonable investigation to determine if the disputed information is accurate, relevant, timely, and complete and shall notify the member of the results of the investigation and of the action the Board plans to take with respect to the disputed information.

The member shall have the right to add rebuttal and/or request a hearing with the Superintendent on any material in his/her file that he/she deems incorrect, irrelevant, untimely, or incomplete. If and when the member and the Superintendent agree that there is adequate evidence that certain material in the file is inaccurate, irrelevant, untimely, or incomplete, such material shall be removed from the file or corrected. If there is disagreement with regard to the pertinent material, the member can take the matter to the Board.

ARTICLE 34 – JOB DESCRIPTIONS, UNIFORMS AND BCI/FBI CHECK

SECTION I: UNIFORMS

The Board will pay for the lease of six (6) uniforms per year for maintenance and custodial employees. The uniforms will be the property of the Board of Education.

SECTION II: JOB DESCRIPTIONS

The Superintendent, with the approval of the Board, shall provide each member with a job description, which shall not change the employee's condition of employment. Any changes in an employee's job description, which changes his/her condition of employment, shall be subject to negotiations between the Board and the employee in accordance with the requirements of S.E.R.B.

SECTION III: BCI/FBI CHECK

The BCI/FBI fingerprint checks will be paid by the Board.

ARTICLE 35 – LEAVE PROVISIONS

SECTION I: SICK LEAVE

A. Each classified staff member will receive fifteen (15) days sick leave per year at the rate of one and one-fourth (1¼) days for each month.

B. New staff and present staff, who have exhausted their accumulated sick leave, shall be credited, as needed, with up to five (5) days annually. Such credited leave will be

deducted from the final pay of an employee, at his or her per diem rate if the employee leaves the employment of the Board before earning sufficient sick leave to repay the advance. The Board will continue to pay the school-provided insurance premium of any person who has exhausted his or her sick leave accumulation and the five (5) day advance and who remains on active contract status with the district.

C. The cumulative number of days of sick leave a person may accrue shall be 230 days.

D. Staff transferring to the Coshocton County Joint Vocational School District from other public school(s) or public employment in Ohio shall be permitted to transfer accrued sick leave from such previous employment provided, however, that such previous employment was terminated within ten (10) years prior to the transfer.

E. Members of the bargaining unit may use sick leave for absence due to illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees or pupils, and for illness or death in the immediate family as follows:

1. For personal illness, injury, pregnancy, or exposure to contagious disease, members of the bargaining unit may use total accumulated sick leave.

2. For serious illness or death in the bargaining unit member's family, the total accumulated sick leave may be used.

   a. Immediate family includes parents, step-parents, grandparents, spouse, domestic partner, brother, sister, grandchildren, children, step-children, father-in-law, mother-in-law, brother-in-law, sister-in-law, and any other relatives whose regular residence is the home of the member.

      A domestic partner shall be defined as any person(s), age 18 or older, not related to the member and whom lives with the member and is not currently in a domestic partnership, civil union or marriage with a different person and is mutually responsible (fiscally and legally) for each other in an intimate, committed relationship of at least six (6) months' duration.

   b. Absence due to the death of other relatives who are close to the bargaining member may be approved by the Superintendent.

3. If absence due to personal illness exceeds five (5) consecutive days during which the employee would normally be on duty, the Board shall have the authority to request a "Physician's Statement" be completed and presented to the Superintendent, the building Principal, or Supervisor verifying that the member is physically capable of returning to work.

F. Severance Pay

Severance pay shall be a one-time, lump sum payment to eligible members of the bargaining unit according to the following provisions:

1. Eligibility

A member's eligibility for severance shall be determined as of the final date of employment. The criteria are:

a. The individual retires from the school system.

b. Retirement – disability or service retirement under any state or municipal retirement system in this state.

c. The individual must be eligible for disability or service retirement as of the last day of employment.

d. The individual must within 120 days of the last day of employment, prove acceptance into the retirement system by having received and deposited/cashed his/her retirement check.

e. The individual must have not less than five (5) years of service with this school district. The last five (5) years of employment must be with the Coshocton County Joint Vocational School District Board of Education.

f. The individual must sign for the severance check certifying all eligibility criteria have been met.

2. Benefit Calculation – The amount of the benefit due a member shall be calculated by:

a. Multiplying the employee's accrued but unused sick leave by one-fourth (¼).

b. Multiplying the product times the per diem rate of pay appropriate for that individual's placement on the base salary schedule.

c. The amount of the benefit calculated in steps A and B shall not exceed the value of fifty-four (54) days of accrued but unused sick leave.

d. The above referenced severance pay shall be made payable to the family or estate of any employee who dies while said employee was still under contract with the Coshocton County Joint Vocational School District.

e. The Board shall pay all severance pay to qualified recipients on the first pay date in January following the member's official retirement date.

3. Receipt of payment for accrued but unused sick leave shall eliminate all sick leave credit accrued by the employee.

G. Sick Leave Salary Supplement

1. Each full-time non-certificated member of the bargaining unit shall be paid a salary supplement for the limited or non-use of sick leave as follows:

   a. No days used - $300.00.

   b. One day used - $170.00.

   c. Two days used - $110.00.

   d. Three days or more – no supplemental salary.

2. Part-time employees will receive the supplement at the ratio of their daily rate to full-time.

3. Supplemental salary payments for the limited or non-use of sick leave shall be made the second salary payment in June.

H. Regularly employed part-time employees (those employees employed less than eight (8) hours per day for 180 days or more per year on a regular contract) shall be entitled to the accumulation of sick leave and eligible for personal leave on a pro-rated basis.

I. Yearlong part-time employees will get the same leave provisions as full-time employees, with a "day" being the number of hours in their "day."

SECTION II: ASSAULT LEAVE

A. Physical disability resulting from an assault, which occurs in the course of Board employment, will be maintained for a maximum of twenty (20) days.

B. Assault leave shall not be deducted from sick leave or personal leave accumulated days.

C. Eligibility for assault leave shall be determined by the Superintendent and will be based on a signed statement by the member within two (2) work days after the incident occurs, or later at the discretion of the Superintendent, which shall include but not be limited to the following:

1. nature of disability;

2. date and time of the occurrence;

3. identification of the individual or individuals causing the assault, if known;

4. facts and circumstances surrounding the assault;

5. a certificate from a licensed physician describing the nature of the disability and its duration causing absence;

6. a statement indicating a willingness to participate and cooperate with the Board of Education if the Board of Education decides to pursue legal action against the assaulter(s).

Falsification of either the signed statement or a physician's certificate is grounds for suspension or termination of employment.

SECTION III: MATERNITY LEAVE

All leave taken by an employee because of her pregnancy including the period before or following the birth of a child shall be charged to her available sick leave. If long term use of leave due to pregnancy is requested, the employee shall as soon as possible provide the Board with written notification from the physician of the expected beginning date for the leave, the expected date of delivery, and the expected date of return to duty. These dates shall be determined by the employee and her physician and may be subsequently revised as necessary. The Board may request a written statement from the employee's physician that the employee is able to continue or resume her duties.

SECTION IV: MILITARY SERVICE

Military leave shall be granted to all employees in accordance with applicable provisions of Sections 3319.085 and 5923.05 of the Ohio Revised Code.

Military leave shall be granted to an employee who is a member of the Ohio National Guard, the Ohio Defense Corps, the Ohio Militia, or any reserve components of the Armed Forces of the United States.

A maximum of thirty-one (31) days paid leave of absence in any one calendar year for military field training or active duty shall be granted.

SECTION V: LEAVES FOR UNION OFFICIALS OR UNION DELEGATES

The Association shall be granted three (3) days annual leave for representatives to attend a professional business meeting. This leave is non-cumulative. The Board will pay the expense of the substitute. The Association shall be responsible for all expenses of the representatives attending the meeting.

SECTION VI: JURY OR WITNESS DUTY

Leave with pay shall be granted to employees serving in a public capacity when subpoenaed to serve as a witness in legal proceedings which are related to the employee's duties, provided the employee did not initiate the legal proceedings against the Board. The employee shall provide the Superintendent with a copy of the subpoena. If an employee serves on jury duty, he/she shall

be granted leave with pay and shall remit all jury duty pay (less mileage and meal allowances) to the Board Treasurer.

SECTION VII: PERSONAL LEAVE POLICY

The Board will grant one (1) unrestricted working day and two (2) restricted working days per year with pay for personal leave, which days shall not be deducted from sick leave. The leave to be non-cumulative. All requests for personal leave shall be approved by the Superintendent. Personal leave may be used in full-day, half, day, or quarter-day increments. Personal leave shall include, but not be limited to the following:

A. Attendance upon the wedding celebration of a member of the immediate family (as described in Sick Leave) or a close friend.

B. Attendance at high school, military, and college graduation ceremonies of a member of the immediate family (as described in Sick Leave) of the person.

C. Required attendance by the person at an institution of higher learning for the purpose of examination and/or registration for procuring a degree necessary or appropriate to the duties of the person.

D. Religious holidays as related to your own faith.

E. Attendance in court of law as plaintiff, defendant, witness, or otherwise as a party to the proceedings.

F. Required attendance by the person at any governmental or professional bureau or office and which office or bureau is not open for business on Saturday, or other personal business that cannot be handled at some other time.

G. Attendance at the funeral of a relative or close friend.

H. "Acts of God" such as weather or unexpected home calamities.

I. Personal business that cannot be conducted on other than school time. (This would not include activity involving the employee's own business or enterprise.)

J. Unused personal leave will be credited to sick leave accumulations at the end of each school year. This credit is not subject to the maximum sick leave accumulation. Employees will be issued a statement of accumulated sick leave adjusted to show addition of unused personal leave.

Absences not acceptable for paid personal leave will include:

A. Gainful employment of any staff member away from their regular duties.

B. Seeking employment elsewhere.

C. Recreational purposes or vacation trips.

D. Leave the day before or after a trip or holiday or during examination time.

E. Accompanying a spouse on a trip.

SECTION VIII: LEAVE WITHOUT PAY

A leave of absence is understood to mean a period of extended absence from duty by an employee of the Board of Education for which written request has been made and formal approval has been granted in writing and the reason stated for which it is requested, including the period of time. All leaves of absence are made from the Coshocton County Joint Vocational School District and not from a specific position therein. Upon completion of a leave of absence, the employee is to be returned to the former position occupied.

The Board of Education may, without request of an employee, grant a leave of absence to the employee because of physical or mental disability. Purposes for which leave of absence may be granted are:

A. Illness.

B. Disability of a mental or physical nature.

C. Educational, military, or professional purposes.

Compensation

All leaves of absence are without pay.

Duration

A leave of absence shall not be for a period of longer than a year. Such leave of absence may be renewed for an additional year.

ARTICLE 36 – LUNCH AND BREAKS

SECTION I: LUNCH

Employees will be given a one-half (½) hour paid lunch period. During the summer, when school is not in session, employees may take a one (1) hour lunch period without compensation, which shall be uninterrupted. If the employee takes a one (1) hour lunch period, he/she shall add thirty (30) minutes to the workday.

SECTION II: BREAKS

Employees shall be scheduled for two (2) fifteen (15) minute breaks—one (1) in the A.M. and one (1) in the P.M.

ARTICLE 37 – IN-SERVICE MEETINGS

Day shift employees shall attend two (2) in-service meetings during the year, which shall be scheduled during their normal work hours. Night shift employees are encouraged to attend these meetings.

ARTICLE 38 – WORK WEEK

A. The standard work week shall consist of five (5) consecutive work days Sunday through Saturday.

B. All classified employees will have a ½ hour paid lunch period as part of their workday.

C. All shift changes shall commence at the start of the workweek.

ARTICLE 39 – OVERTIME

A. The Board shall pay for overtime worked at the rate of time and one-half (1½) for all hours over eight (8) worked on any day or over forty (40) hours in any week. Holidays, calamity days, and hours spent on approved sick leave and personal leave shall count as hours worked for the purpose of determining eligibility for overtime.

B. Saturday and Sunday work shall be compensated at one and one half (1½) times the employee's hourly rate for all hours worked over forty (40) hours. Holidays, calamity days, and hours spent on approved sick leave and personal leave shall count as hours worked for the purpose of determining eligibility for overtime.

C. Holidays shall be paid at one and one-half (1½) times the employee's hourly rate for all hours worked in addition to the employees regular holiday pay.

D. Any employee who works Easter Sunday shall be paid at two (2) times the employee's hourly rate for all hours worked.

E. All overtime worked shall be indicated in a separate area on each pay check.

F. Any employee, who is called in to work overtime, and who reports for work, shall receive a minimum of two (2) hours pay at his/her regular overtime rate.

G. Unpaid leave shall be excluded for overtime purposes.

H. Extended time beyond the annual term shall be paid on the basis of the hourly wage. Extended time will be granted on a supplemental contract annually.

ARTICLE 40 – COMPENSATORY TIME

The Board may grant compensatory time in lieu of overtime. Any members taking compensatory time off in lieu of overtime pay shall have prior approval of such accrued time by his or her supervisor.

Such compensatory time shall be accrued and granted at time and one-half (1½) for all overtime hours worked.

Compensatory time shall be taken within ninety (90) days following the time the overtime was worked.

A member may not accrue more than 40 hours of unused compensatory time for overtime hours worked. Members, who have accrued unused compensatory time up to these limits, must be paid for additional overtime.

Upon termination of employment, unused compensatory time will be paid at the employee's current hourly rate.

Compensatory time may only be granted by mutual agreement between the Board and the employee.

ARTICLE 41 – CALAMITY DAYS

When the Superintendent declares a calamity day, employees may be required to report to work to maintain reasonable operation of the school. No extra compensation for calamity days.

ARTICLE 42 – DISTRIBUTION OF AGREEMENT

Within forty-five (45) days after the execution of this Agreement, the Board shall print or duplicate and provide, without charge, a copy of this Agreement to every employee in the bargaining unit.

An additional five (5) copies will be printed to be available, if needed, by the President of the Association during the duration of this contract.

ARTICLE 43 - PAYDAY

A. The annual salary to be paid an employee in a school year shall be computed by multiplying the hourly rate by the hours the employee is scheduled per day by the number of work days and paid holidays in the year.

B. Paydays shall be the 5th and 20th of the month. If the 5th or 20th falls on a Saturday, then the payday will be Friday; if it falls on a Sunday, then the payday will be Monday. The following exceptions to this provision are:

1. Christmas Day, New Years Day or other holidays, which would cause the general closing of financial institutions, then the pay date shall be the day before the holiday.

2. If the scheduled pay date falls on the Friday after Thanksgiving, then the pay date shall be the Wednesday before Thanksgiving.

C. Direct deposit is required of all bargaining unit members.

D. Each employee's salary will be paid in 24 equal installments.

ARTICLE 44 – WAGES

SECTION I: SALARY SCHEDULE

A. Effective July 1, 2015

	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
Custodian	14.38	14.51	14.65	14.76	14.97	15.17	15.34	15.60	15.85	16.12	16.33	16.53	16.70	16.86	17.03
Secretary/Warehouse Manager	13.31	13.49	13.68	13.89	14.09	14.28	14.52	14.77	15.03	15.29	15.53	15.77	15.93	16.09	16.25
Cook*	12.70	12.89	13.10	13.29	13.47	13.66	13.92	14.18	14.44	14.69	14.92	15.17	15.32	15.47	15.63
Maintenance	16.17	16.37	16.55	16.76	16.93	17.14	17.38	17.66	17.90	18.17	18.40	18.65	18.84	19.02	19.22
Aide	12.22	12.39	12.58	12.76	12.95	13.13	13.32	13.52	13.72	13.91	14.17	14.44	14.58	14.73	14.88

*Head Cook will receive an additional $.25 per hour.

After an employee's initial placement, the employee will be advanced on the salary schedule for each year of service in the District after placement up to Step 14.

B. Effective July 1, 2016

	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16
Custodian	14.38	14.51	14.65	14.76	14.97	15.17	15.34	15.60	15.85	16.12	16.33	16.53	16.70	16.86	17.03	17.20	17.37
Secretary/Warehouse Manager	13.31	13.49	13.68	13.89	14.09	14.28	14.52	14.77	15.03	15.29	15.53	15.77	15.93	16.09	16.25	16.41	16.57
Cook*	12.70	12.89	13.10	13.29	13.47	13.66	13.92	14.18	14.44	14.69	14.92	15.17	15.32	15.47	15.63	15.79	15.94
Maintenance	16.17	16.37	16.55	16.76	16.93	17.14	17.38	17.66	17.90	18.17	18.40	18.65	18.84	19.02	19.22	19.41	19.60
Aide	12.22	12.39	12.58	12.76	12.95	13.13	13.32	13.52	13.72	13.91	14.17	14.44	14.58	14.73	14.88	15.03	15.18

*Head Cook will receive an additional $.25 per hour.

After an employee's initial placement, the employee will be advanced on the salary schedule for each year of service in the District after placement up to Step 16.

The custodian is a twelve (12) month (247 workdays, 13 holidays) employee. The regular workday shall be eight (8) hours, which includes a one-half hour paid lunch break.

The Guidance secretary is a ten and one-half (10½) month (210 workdays, 12 holidays) employee. The regular workday shall be eight (8) hours, which includes a one-half hour paid lunch break.

The Central Office secretary is a twelve (12) month (247 workdays, 13 holidays) employee. The regular workday shall be eight (8) hours, which includes a one-half hour paid lunch break.

The Warehouse Manager is a nine and one-half (9½) month (four (4) days per week, maximum of 148 workdays, 12 holidays) employee. The regular workday shall be seven (7) hours,-which includes a one-half hour paid lunch break.

The cook is a nine (9) month and six (6) day (186 workdays, 12 holidays) employee-working two days before students arrive, two days designated by the head cook, and two days after students are dismissed for the school year. The regular workday shall be eight (8) hours, which includes a one-half hour paid lunch break.

The maintenance person is a twelve (12) month (247 workdays, 13 holidays) employee. The regular workday shall be eight (8) hours, which includes a one-half hour paid lunch break.

The aide is a 185 workdays, 12 holidays employee.

SECTION II: LONGEVITY BENEFIT

Classified employees will receive the following longevity benefit after their 15th, 20th and 25th year of service to the district:

15 years - $635.00 per year;

20 years - $660.00 per year;

25 years - $600.00 per year.

The benefit will be added to their regular yearly salary. Any employee currently receiving the longevity benefit (prior to July 1, 2015) will be grandfathered.

ARTICLE 45 – VACATIONS

A. All twelve (12) month employees shall be entitled to vacation pay in accordance with the following schedule:

1. At the completion of one (1) year of service – ten (10) days.

2. At the completion of five (5) years of service – fifteen (15) days.

3. At the completion of fifteen (15) years of service – twenty (20) days.

B. Vacation shall be scheduled and/or taken during the months of June and July following the year the employee accrues vacation.

C. Employees with more than two (2) weeks accrued vacation time may be permitted to schedule vacation during the year with approval of the superintendent and the employee's supervisor.

D. Vacation pay shall be based on employee's regular hourly rate.

ARTICLE 46 – HOLIDAYS

A. All full-time employees, who are employed on an hourly basis, shall be paid their regular rate of pay for the following holidays, provided such holidays fall during the normal work week of such employees:

1. New Year's Day

2. Martin Luther King Day

3. Presidents' Day

4. Memorial Day

5. Independence Day

6. Labor Day

7. Thanksgiving Day

8. Christmas Day

9. Good Friday

10. Friday following Thanksgiving

11. Day before Christmas

12. Two Fair Days

B. In the event that any of the holidays set forth above shall fall on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event that any of the holidays declared above shall fall on a Sunday, the Monday immediately succeeding shall be observed as the holiday.

Any bargaining unit employee required to work on a holiday shall receive one and one-half (1½) times his/her regular pay for all hours worked in addition to the employee's regular holiday pay.

ARTICLE 47 – EMPLOYMENT OF RETIRED INDIVIDUALS

The following terms and conditions relating to the employment of retirees will prevail in the Coshocton County Joint Vocational School District.

A. For purposes of this Article, a retiree is an individual who has attained service retirement status with the School Employees Retirement System (SERS) and is otherwise qualified to be employed.

B. When a vacancy exists, the Board may consider and employ a retiree upon the recommendation of the Superintendent.

C. A retiree shall be paid at the Superintendent and individual negotiated step of the applicable salary schedule regardless of training and years of service, and so long as employed by the Board shall not advance on the salary schedule based either on years of service or additional training.

D. A retiree shall be a probationary employee. Continuation of employment of a retiree shall be at the election of the Board and upon the recommendation of the Superintendent. The provisions of Article 32 (Probationary Period) of this Agreement shall not apply to retirees. A retiree is not eligible for a continuing contract regardless of years of employment with the Board.

E. A retiree shall accumulate and may use sick leave in accordance with Article 35, Section I, of this Agreement, but is not entitled to severance pay under Article 35, Section 1.F., of this Agreement or under law upon the conclusion of employment as a retiree.

F. A retiree shall not be entitled to participate in the insurance benefits provided to bargaining unit members under Article 4 of this Agreement.

G. A retiree shall not accumulate seniority in the bargaining unit, and has no right of recall in the event of a reduction in force under Article 30 of this Agreement.

H. The Board and the Association expressly intend this Article to supersede the provisions of any applicable laws, and this Article of the Agreement will not be grievable under the

grievance procedure or through any claim or action filed before the State Employment Relations Board (SERB) or any court of law.

ARTICLE 48 – DURATION OF AGREEMENT

The Agreement shall remain in full force and effect beginning at 12:01 A.M. July 1, 2015, and ending at midnight on June 30, 2017.

FOR THE ASSOCIATION:

Tim Kilpatrick

Benjamin Gee

Bradley Sarchet

DATE: 8-13-15

FOR THE BOARD:

H. Tad Johnson, President

Tamara S. Hess, Treasurer

Rick Raach, Superintendent

DATE: 8-13-15

CERTIFICATE OF AVAILABLE RESOURCES

SECTION 5705.412 R.C.

It is hereby resolved that the Coshocton County Joint Vocational School District Board of Education, Coshocton County, Ohio, has sufficient funds to meet the contract agreement, obligation, payment or expenditures for the attached, and has in effect for the remainder of the fiscal year and the succeeding fiscal year the authorization to levy taxes, which when combined with the estimated revenue from all other sources available to the District at the time of certification, are sufficient to provide operating revenues necessary to enable the District to operate an adequate educational program on all the days set forth in its adopted school calendar for the current fiscal year and for a number of days in the succeeding fiscal year equal to the number of days instruction was held or is scheduled for the current fiscal year.

8-13-15
Date

H. Tad Johnson, President, Board of Education

Tamara S. Hess, Treasurer

Rick Raach, Superintendent