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MASTER CONTRACT

between the

**JEFFERSON COUNTY JOINT VOCATIONAL
SCHOOL DISTRICT**

and the

**JEFFERSON COUNTY JOINT VOCATIONAL
SCHOOL TEACHERS' ASSOCIATION**

August 1, 2015 through July 31, 2018

TABLE OF CONTENTS

| <u>ARTICLE</u> | | <u>PAGE</u> |
|----------------|---|-------------|
| | PREAMBLE | 1 |
| I. | Recognition | 1 |
| II. | Negotiations Procedure | 1-3 |
| | A. Structure of Teams | 1 |
| | B. Authority of Teams | 2 |
| | C. Time of Negotiations | 2 |
| | D. Matters Subject to Negotiation | 2 |
| | E. Information Exchange and Confidentiality | 2 |
| | F. Commencement of Negotiations..... | 2 |
| | G. Opening Session..... | 2 |
| | H. Caucus..... | 3 |
| | I. Developing and Handling Agreements | 3 |
| | J. Mediation | 3 |
| III. | Grievance Procedure | 4-8 |
| | A. Definitions..... | 4 |
| | B. General Provisions | 4-5 |
| | C. Filing and Processing of Grievance | 5-6 |
| | D. Informal Level | 6 |
| | E. Formal Level: Step 1-Supervisor Hearing | 6 |
| | F. Formal Level: Step 2-Superintendent Hearing | 6 |
| | G. Formal Level: Step 3-Board Hearing..... | 6-7 |
| | H. Formal Level: Step 4-Optional Mediation..... | 7 |
| | I. Formal Level: Step 5-Binding Arbitration..... | 7-8 |
| IV. | Rights | 8-12 |
| | A. Management Rights | 8 |
| | B. Association Rights | 8-12 |
| | 1. Notice of Board Meetings and Agenda..... | 8 |
| | 2. Speaking Privileges – Board Meetings and Staff Orientation..... | 9 |
| | 3. Use of Mail, Bulletin, and Phone Facilities | 9 |
| | 4. Use of Building and School Equipment..... | 9-10 |
| | 5. Staff Directory | 10 |
| | 6. Association Meeting Leave..... | 10 |

| <u>ARTICLE</u> | | <u>PAGE</u> |
|----------------|--|--------------|
| | 7. Association Business | 10 |
| | 8. Payroll Deduction – Professional Dues | 10-11 |
| | 9. Fair Share | 11-12 |
| V. | Job Security | 12-35 |
| | A. Teacher Evaluation | 12-26 |
| | B. Limited Contracts..... | 27-29 |
| | C. Non-Renewal of Limited Contracts | 29-31 |
| | D. Seniority, Reduction in Force and Recall | 31-33 |
| | E. Vacant/New Positions and Posting | 33-35 |
| | F. Involuntary Transfer | 35 |
| VI. | Terms and Conditions of Employment | 36-41 |
| | A. Personnel File..... | 36-37 |
| | B. Substitution | 37 |
| | C. Work Year/Work Day/Compensatory Time | 37-39 |
| | D. Flex Time | 39 |
| | E. School Calendar | 39 |
| | F. School Improvement Council | 40 |
| | G. Discipline or Criticism of Employee – Private | 40 |
| | H. Faculty Property Protection | 41 |
| | I. Lab Clothing | 41 |
| | J. Tech Prep | 41 |
| VII. | Benefits | 42-51 |
| | A. Health Insurance | 42 |
| | B. Dental Insurance | 42 |
| | C. Vision Care | 42 |
| | D. Insurance For Part-Time Employees | 42 |
| | E. Term Life Insurance..... | 42 |
| | F. Liability Insurance | 43 |
| | G. Insurance Committee | 43 |
| | H. Sick Leave..... | 43-45 |
| | I. Personal Leave | 45 |
| | J. Unpaid Leaves of Absence | 45-46 |
| | K. Maternity/Child Rearing Leave | 46-47 |
| | L. Assault Leave..... | 47-48 |
| | M. Jury/Subpoena Leave | 48 |
| | N. Professional Leave | 48 |
| | O. STRS Pick-Up..... | 49-50 |

| <u>ARTICLE</u> | <u>PAGE</u> |
|--|--------------|
| P. Tuition Reimbursement | 50 |
| Q. Bereavement Leave..... | 50 |
| R. Section 125/Flexible Spending Account..... | 50-51 |
| VIII. Compensation | 51-55 |
| A. Salary Schedule..... | 51 |
| B. Effective Dates..... | 52 |
| C. Extended Service Time | 52 |
| D. Salary Adjustment..... | 52 |
| E. Pay Days | 52 |
| F. Mileage | 52 |
| G. Payroll Deductions | 52-53 |
| H. Attendance Bonus | 53 |
| I. Course of Study..... | 53 |
| J. Extra Curricular Stipend | 53 |
| K. Local Professional Development Committee (LPDC) | 54 |
| L. Laboratory Periods Pay..... | 54 |
| M. Resident Educator Program | 54-55 |
| IX. Application of Agreement | 56 |
| X. Credit Flexibility | 56-57 |
| XI. Terms and Effects of the Agreement | 58 |
| <u>Appendices</u> | |
| A. Grievance Form – Step One..... | 59 |
| B. Grievance Form – Step Two..... | 60 |
| C. Grievance Form – Step Three | 61 |
| D. Salary Schedules 2015-2018..... | 62-64 |
| E. Schedule of Medical Benefits | 65-67 |
| F. Schedule of Medical Benefits (effective January 1, 2017)..... | 68-69 |
| G. Vision Care Plan | 70-71 |

PREAMBLE

This Agreement is hereby entered into by and between the Board of Education of the Jefferson County Joint Vocational School District hereinafter referred to as the "Board or District" and the Jefferson County Joint Vocational School Teachers' Association/OEA/NEA, hereinafter referred to as the "Association"

ARTICLE I – RECOGNITION

1. The Jefferson County Joint Vocational School Board of Education, hereinafter referred to as "Board" or "District", hereby recognizes the Jefferson County JVS Teachers' Association OEA-NEA-Local, hereinafter referred to as the "Association," as the sole and exclusive bargaining representative, with respect to wages, hours and other terms of employment for all certificated/licensed personnel who hold a written contract with the JCJVSD and who are not within the exclusions set forth hereafter in paragraph 2. Further included in such bargaining unit, but not limited thereto, shall be subject specialists; vocational assessment coordinators; special education coordinators and guidance counselors, with provision that such employee shall hold a written contract with the District.
2. Certificated/licensed personnel excluded from the bargaining unit shall include, but are not limited to, the following: superintendent; principals or assistant principals; supervisors or other administrative personnel who have authority to recommend the hiring, discipline, termination or duty assignment of certificated/licensed Board employees; substitute teachers; home instruction teachers or tutors; adult education personnel; all non-certificated/licensed employees; and all other persons and/or positions excluded by Chapter 4117 of the Ohio Revised Code.

ARTICLE II – NEGOTIATIONS PROCEDURE

A. STRUCTURE OF TEAMS

Each party shall designate its negotiating team, which will not exceed four (4) in number, with not less than two (2) members of each team being a member of the Association and of the Board or its administration, respectively. The remaining two (2) negotiators may be members of the Association and of the Board or its administration, respectively, or they may be professional or lay consultants engaged and designated by the respective party. Any expenses incurred by either team for such professional or consultant participation shall be born solely by that party. Should either the Board or Association deem it necessary to remove or replace a member of its negotiating team, the member so removed or replaced shall not be eligible to return to the team at a later date. Each negotiating team may be accompanied by a maximum of four (4) observers, who shall be members of the Association or Board, respectively. Said observers will neither participate in nor have speaking privileges in the bargaining process.

B. AUTHORITY OF TEAMS

The representatives of each party will be authorized and empowered to establish agendas, to negotiate the issues and matters between the parties, and to develop tentative or preliminary agreements thereon.

C. TIME OF NEGOTIATIONS

All negotiations shall be conducted after regular school hours, with the schedule thereof being mutually determined by the parties. Should the Board and the Association agree that bargaining sessions are necessary during regular school hours, release time shall be provided for the Association members of the bargaining team.

D. MATTERS SUBJECT TO NEGOTIATION

The parties may negotiate all matters pertaining to wages, hours or terms of employment. Further subject to negotiations is the extension, continuation, or modification of the existing collective bargaining agreement, including additions or deletions thereto.

E. INFORMATION EXCHANGE AND CONFIDENTIALITY

The Association and Board agree to furnish one another, upon timely request, all information of a public or non-confidential status pertaining to matters or issues in negotiation. In the event that reproduction costs are applicable to providing such material, the requesting party shall bear the same.

During the negotiating process, and prior to the declaration of an impasse by either party, the matters under negotiations shall remain private and confidential to the parties and no press or media release will be made thereon.

F. COMMENCEMENT OF NEGOTIATIONS

Within one hundred and twenty (120) days prior to the expiration of the existing contract, the parties shall meet to arrange a schedule for negotiations leading to a successor agreement.

On or before ninety (90) days prior to the expiration of the existing contract, the first negotiating session shall be held.

G. OPENING SESSION

At the initial session, the parties shall develop a meeting schedule and exchange written agendas and/or subject matters to be negotiated. After the initial session, no new agendas or subjects shall be submitted by either party, except by mutual consent, except that either party may submit language that corrects mistakes in its initial proposal.

H. CAUCUS

During a negotiation session, either party may request a caucus. A caucus shall not exceed thirty (30) minutes unless it is mutually agreed to extend the time limit. Either party may declare a recess when it appears meaningful progress cannot be obtained.

I. DEVELOPING AND HANDLING AGREEMENTS

As negotiated items are agreed upon, they shall be reduced to writing and initialed by both parties. Such item approval and agreement is subject to the further development of an entire contract or agreement and its approval by the respective teams for the Association and the Board. When concurrence is reached by the teams upon a final agreement, the same shall be reduced to a single writing, which shall be initialed by both parties to the negotiations. Within seven (7) days thereafter, the proposed final agreement shall be submitted to the Association for its consideration and action; within seven (7) days subsequent to the Association action, the agreement shall be submitted to the Board for its consideration and action.

J. MEDIATION

The Association and the Board will pursue and continue negotiations throughout the established one hundred and twenty (120) day interval. If, after ninety (90) days, the parties are unable to reach a new agreement, either party may request the services of a mediator. Such mediator may be a qualified individual selected mutually by the parties or if the parties are unable to mutually select a mediator, they shall request that the Federal Mediation and Conciliation Service provide a mediator to assist in reaching agreement.

This dispute resolution procedure is mutually agreed to by the parties under Ohio Revised Code Section 4117.14(C) and for the duration of this Agreement is intended to be exclusive and supersede the procedures contained in Ohio Revised Code Section 4117.14. However, the Association retains its right to invoke the provisions of Ohio Revised Code Section 4117.14(D)(2) should the dispute resolution procedure be unsuccessful. If the Association exercises the right to strike pursuant to O.R.C. 4117.14(D)(2), the mediator shall have the authority to schedule mediation sessions if so requested by both parties.

All costs and expenses incurred in the use of a mediator shall be shared equally between the parties.

ARTICLE III – GRIEVANCE PROCEDURE

A. DEFINITIONS

1. “Association” shall mean the Jefferson County Joint Vocational School Teachers’ Association (JCJVSTA).
2. “Administration” shall mean the Superintendent and supervisor(s).
3. “Board of Education” and “Board” shall mean the Board of Education of the Jefferson County Joint Vocational School District.
4. During the adopted school year, “days” shall mean school days. During the summer vacation, such “days” shall mean weekdays (Monday through Friday) excluding legal holidays. The time limits set forth in this Article may be extended by mutual agreement of the Board and the Association.
5. “Grievance” shall mean a complaint setting forth an alleged violation, misrepresentation or misapplication of the written provisions of this negotiated agreement.
6. “Grievant” shall mean the teacher or Association filing the grievance.
7. “Immediate Supervisor” shall mean the administrator having immediate supervisory responsibility over the grievant.
8. “Teacher” shall mean a member of the bargaining unit.

B. GENERAL PROVISIONS

1. Nothing contained herein shall be construed as limiting the right of a teacher, having a complaint or problem, to review and discuss the matter with his/her supervisors or administrators outside the grievance procedure.
2. The primary purpose of this procedure is to secure an equitable solution to a grievance, at the lowest administrative level, in an expeditious manner.
3. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all necessary persons to be present.
4. On the occasion of stating or addressing the complaint at the Informal Level, the teacher may be accompanied by any other member of the Association of his or her choice. At any step above the Informal Level, the grievant may be represented or accompanied by any person of his or her selection, including an Association

representative, an OEA Labor Relations Consultant, or legal counsel, but such representation shall not be required.

5. In the event that the Association determines, at any level of the grievance procedure, that a grievance should not be carried further, the grievant personally may continue the procedure, but shall be liable for any expense incurred thereafter in such proceeding.
6. Throughout the grievance procedure, the grievant will receive fair and prompt treatment of his/her complaint, without fear of reprisal. At all times, the grievant shall receive and maintain his/her rights under the law.
7. An employee or the Association must exhaust all steps of the grievance procedure before filing any legal action in the state or federal courts alleging a violation of the agreement.

C. FILING AND PROCESSING OF GRIEVANCE

1. A grievance may be filed by any member of the bargaining unit or the Association who claims a violation, misrepresentation or misapplication of the written provisions of the negotiated agreement.
2. When the bargaining unit member or the Association concludes that he/she/it has the grounds to challenge or aggrieve the contents, application or the enforcement of the Agreement, such grievance must be initiated by filing at the Formal Level within thirty (30) days of the alleged wrongful act or omission on the part of the Supervisor, Administrator, or Board.

A failure to initiate such action within the aforesaid time frames prohibits any subsequent filing thereof and constitutes a forfeiture of such complaint or grievance.

3. If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance shall be deemed settled on the basis of the disposition at that step and further appeal shall be barred.
4. Failure, at any step of these procedures, to communicate the decision on a grievance, within the specified time limits, shall automatically entitle the grievant to move to the next level.
5. Concurrently with the filing of a grievance at the formal level and the issuance of a written decision on the grievance, a copy thereof shall be provided and delivered to all parties involved, namely: to the grievant; the Association; the Immediate Supervisor; the Superintendent.

6. Commencing with the Formal Level, all notice of hearings, dispositions of grievances, written grievances and appeals shall be in writing and hand delivered or mailed by certified mail with return receipt requested. Compliance with the time mandates set forth herein shall be satisfied by hand delivery or mailing the notice, written disposition, or appeal within the required time period. Receipt of such notices, written disposition, or appeal shall be deemed to be one day after hand delivery or receipt post mark date.

D. INFORMAL LEVEL

If a teacher or the Association considers a matter to be an issue, he/she or its representative shall first meet informally with the supervisor or immediate supervisor in an effort to resolve the problem.

E. FORMAL LEVEL: STEP 1 – SUPERVISOR HEARING

1. If the matter is not resolved at the informal level, the grievant may within ten (10) days of the informal discussion submit a formal grievance, in writing, to the supervisor or immediate supervisor on the form which appears in the Appendix of this Agreement.
2. Within five (5) days after receipt of the formal grievance, the supervisor or immediate supervisor shall meet with the grievant. Such meeting date and time shall mutually be scheduled by the parties.
3. The supervisor or immediate supervisor shall write a disposition of the grievance within five (5) days after the conclusion of the meeting.

F. FORMAL LEVEL: STEP 2 – SUPERINTENDENT HEARING

1. If the grievant is not satisfied with the disposition of the grievance in Step 1, written notice thereof shall be submitted to the Superintendent within six (6) days of receipt of the disposition at Step 1.
2. Within five (5) days after receipt of the grievance form, the Superintendent shall meet with the grievant. Such meeting date and time shall mutually be scheduled by the parties.
3. The Superintendent shall write a disposition of the grievance within five (5) days of the meeting.

G. FORMAL LEVEL: STEP 3 – BOARD HEARING

1. If the grievant is not satisfied with the disposition made by the Superintendent, the grievant may submit the grievance, in writing, on the applicable form which

appears in the Appendix to this Agreement to the Board within five (5) days after receiving the written disposition of the Superintendent.

2. The Board shall meet with the grievant to discuss the grievance in executive session unless otherwise required by law. Upon ten (10) days advance notice, the meeting will be held at the next regular monthly meeting of the Board.
3. The Board shall render a written decision not more than ten (10) working days following the conclusion of the meeting. However, if the Board makes its decision at the meeting at which the hearing occurred, the Association shall be notified verbally of the Board's decision in addition to being informed in writing as specified above. The Board shall inform the grievant of its intent to make a decision at said meeting while the grievant is present, ensuring the grievant the opportunity to hear the Board's decision at that meeting.

H. FORMAL LEVEL: STEP 4 – OPTIONAL MEDIATION

1. If the grievance is not resolved at Step 3, the Board and the Association may mutually agree to attempt to reach a resolution through mediation.
2. The Board and the Association shall jointly request the services of the Federal Mediation and Conciliation Service. The assigned mediator shall have the authority to call a meeting for the purpose of formulating a resolution of the grievance.
3. All timelines shall be held in abeyance until the mediation process is completed.
4. If an agreement is reached to resolve the grievance at the mediation level, the agreement will be reduced to writing by the parties and signed by a representative of the Association and the Board.

I. FORMAL LEVEL: STEP 5 – BINDING ARBITRATION

1. If the grievant is not satisfied with the disposition made by the Board, the grievant or the Association, upon mutual agreement, may file for arbitration of the matter as provided herein. The request for arbitration shall be made in writing by the grievant to the Board within ten (10) days after his/her receipt of the written decision of the Board.
2. Within five (5) days following its receipt of the grievant's request for arbitration, the parties shall confer and select an Arbitrator who is mutually acceptable to them. If the parties cannot agree on the selection of an Arbitrator, the grievant or his/her designated representative shall petition the American Arbitration Association to provide both parties with a list of names from which an arbitrator will be selected in accordance with the rules of the American Arbitration Association.

Upon selection, the designated Arbitrator shall conduct a hearing on the grievance in accordance with the rules and regulations of the American Arbitration Association. The Arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the Arbitrator shall be binding on the grievant, the Association and the Board.

The Arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this negotiated agreement, nor add to, or subtract from or modify the language therein in arriving at any determination of any issue.

All expenses for the services of an Arbitrator shall be shared equally between the Board and the Association.

ARTICLE IV – RIGHTS

A. MANAGEMENT RIGHTS

The Association recognizes that the Board is the legally constituted body responsible for the management, direction, and control of the Jefferson County Joint Vocational School District and employees and other personnel employed by the Board; and for the determination of all resolutions, policies, procedures, rules, and regulations governing any and all aspects of the Board's school district; and the exercise of those powers, rights, and duties set forth in Ohio Revised Code Section 4117.08(C), except as restricted only by the specific and expressed terms of this Agreement and/or Ohio or Federal Law or Regulation.

B. ASSOCIATION RIGHTS

The Association, as the exclusive bargaining agent under this Agreement, shall have the following rights and privileges:

1. Notice of Board Meetings and Agenda

The Association will be provided advance notice of the regular meeting schedule of the Board of Education, together with reasonable advance notice of any special meetings called by said Board.

Concurrently with distribution to the members of the Board of Education, the Association shall receive a copy of the minutes of the previous regular or special Board meeting, the agenda of the forthcoming Board meeting and any budgetary or appropriation proposal or resolution attached to such meeting agenda.

2. Speaking Privileges – Board Meetings and Staff Orientation

- a. In the event that the Association desires to address the Board of Education at any regular Board meeting on matters which are not subject to the grievance procedure nor covered by or included within the bargaining agreement, it shall notify the Board in writing of such request and the subject thereof at least forty-eight (48) hours prior to such meeting; provided, however, that a twenty-four (24) hour advance notice will be sufficient for any matters that arise or occur during the aforesaid interval. A period of twenty (20) minutes will be provided the Association for its presentation.
- b. At such time as the Administration conducts an orientation program for new teachers and/or it convenes the District staff at the commencement of the school year, the Association will be provided a period not to exceed thirty (30) minutes to address such new teachers and/or District staff.

3. Use of Mail, Bulletin, and Phone Facilities

- a. The Association shall have the right to use the regular school/staff mailboxes.
- b. The Association may use a designated bulletin board in the administration office and one in the teacher's lounge for Association business and communications only.
- c. Teachers may use any laboratory phone or other designated phone located in the Adult Education Office. In the event that such calls involve toll charges, such charges either will be reversed or charged to the credit card of the caller.
- d. The Association may use the telephone so designated for conducting Association business; should that phone or facility be in use, the Association may use any central office or laboratory phone then open and available. In the event that its calls involve toll charges, such charges either will be reversed or charged to the credit card of the Association or caller.

4. Use of Building and School Equipment

- a. Subject to making arrangements through the office of the Superintendent, and subject to being scheduled after the workday, the Association may use a classroom or other space in the building for meeting purposes. No charge will be made for such usage unless additional custodial time or service is necessary to accommodate the same.

- b. Subject to providing prior informational notice to the central office of the intended usage and further subject to such equipment not then being in use or scheduled for class or teaching purposes, the Association may use school typewriters, ditto machines, mimeograph machines, personal computers and audio-visual equipment.

Subject to the usage of a coding card and subject to reimbursing the Board for any direct expense associated therewith, the Association will be permitted the use of the copying machine located in the central office. All supplies or material necessary in the use of said office equipment shall be provided by the Association.

5. Staff Directory

On the occasion of the Board compiling a staff directory, which will list the names, addresses, publicly listed telephone numbers, and teaching assignments of the certificated/licensed staff, three (3) copies thereof will be provided and furnished the Association.

6. Association Meeting Leave

Subject to submitting a written request to the Superintendent at least one (1) week prior to the scheduled meeting, the duly elected or appointed representative(s) of the Association will be released from duty without loss of pay to attend official meetings of the National and/or Ohio Education Association. Such released days will be limited to a cumulative total of four (4) days in any school year.

7. Association Business

Duly authorized representatives of the Association and its affiliates may, upon providing informational notice to the Superintendent or to the Central Office, transact Association business on school property before or after the regular school day, and during luncheon or free periods of Association members.

8. Payroll Deduction – Professional Dues

The Board of Education will make professional dues payroll deductions for certificated/licensed employees who submit a signed “Statement of Authorization” to the Treasurer prior to September 20th of each new school year.

- a. During the term of this Agreement, the Employer shall deduct regular Association dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions. Such deductions shall start in October and shall conclude the last pay in June. If the employee’s pay for that period is insufficient to cover the amount to be deducted, the Employer will make the deduction from the

next pay period providing the employee's earnings are sufficient to cover the deduction.

- b. A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be tendered to the Treasurer of the Association within fifteen (15) days from the date that such deductions are made from the pay of such employees.
- c. The Association hereby agrees to hold the Board harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the Association shall indemnify the Board for any such liabilities or damages which may arise.

9. Fair Share

A Fair Share fee shall be collected for the Association's representation of non-members with respect to collective bargaining, labor contract enforcement, and grievance resolution.

Notice of the amount of the annual fair share fee, which shall not be more than one hundred percent (100%) of the unified dues of the union, shall be transmitted by the Association to the District Treasurer on or before September 20 of each year.

Payroll deduction of fair share fees shall begin at the first payroll in October and continue through the last payroll in June of each year. The District agrees to promptly transmit to the Association all fee amounts deducted along with a list of names of the Bargaining Unit members for whom all such fair share fee deductions were made. The Association represents to the District that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Ohio Revised Code and that a procedure for challenging the amount of the fair share fee has been established.

The Association on behalf of itself and the OEA and NEA agrees to indemnify the District for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

1. The District shall notify the Association within thirty (30) days of receipt of any claim or action filed against the District by a non-member for which indemnification may be claimed;
2. The Association shall reserve the right to designate counsel to represent and defend the employer concerning matters pertaining to indemnification;
3. The District 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) not oppose the Association or its affiliates' application to file a brief amicus curiae in the action;
4. The District acted in good faith in an effort to comply with the fair share provision of this Agreement. However, there shall be no indemnification of the District if the District intentionally or willfully failed to apply (except due to Court Order) or misapplied such fair share fee provision herein.

ARTICLE V – JOB SECURITY

A. TEACHER EVALUATION

1. Purpose

The Board of Education is responsible for a standards-based teacher evaluation policy which conforms to the framework for evaluation of teachers as approved by the State Board of Education and aligns with the “Standards for the Teaching Profession” as set forth in State law.

The Board adopts the Ohio Teacher Evaluation System (“OTES”) model as approved by the State Board of Education.

The evaluation 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.

This policy shall be implemented as set forth herein and included in the collective bargaining agreement with the Jefferson County Joint Vocational School Teachers' Association, and in all extensions and renewals thereof.

This 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 Consultation Committee as set forth in this policy, with continuing participation by District teachers represented by the Jefferson County Joint Vocational School Teachers' Association, and for the express purpose of recommending necessary changes to the Board for the appropriate revision of this policy.

2. Definitions

- a. “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.
- b. “Teacher” – For purposes of this policy, “teacher” means a licensed instructor who spends at least 50% of his/her time providing content-related student instruction and who is working under one of the following:
 - (1) A license issued under ORC Sections 3319.22, 3319.26, 3319.222 or 3319.226; or
 - (2) A permanent certificate issued under ORC Section 3319.222 as it existed prior to September, 2003; or
 - (3) A permanent certificate issued under ORC Section 3319.222 as it existed prior to September, 2006; or
 - (4) A permit issued under ORC Section 3319.301.

Substitute teachers, instructors of adult education, and teachers not meeting this definition are not subject to evaluation under this policy. Regular and Part 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 Jefferson County Joint Vocational School Teachers’ Association.

The Superintendent, Treasurer, Supervisor and any “other administrator” as defined by ORC Section 3319.02 are not subject to evaluation under this policy

- c. “Credentialed Evaluator” – For purposes of this policy, each teacher subject to evaluation will be evaluated by a person who:
 - (1) Meets the eligibility requirements under ORC Section 3319.111(D); and
 - (2) Holds a credential established by the Ohio Department of Education for teacher evaluation; and
 - (3) Has completed state-sponsored evaluation training and has passed an online credentialing assessment; and
 - (4) Be an employee of the Jefferson County Joint Vocational School District.

The Board shall authorize the Superintendent/designee to approve and maintain a list of credentialed evaluators as necessary to effectively implement this policy.

- d. “Core Subject Area” – means reading and English language arts, mathematics, science, foreign language, government, economics, fine arts, history and geography.
- e. “Student Growth” – for the purpose of the District’s evaluation policy, student growth is defined as the change in student achievement for an individual student between two or more points in time.
- f. “Student Learning Objectives” (“SLOs”) – 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.
- g. “Shared Attribution Measures” – encompasses student growth measures that can be attributed to a group.
- h. “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.
- i. “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.
- j. “Evaluation Cycle” – the period of time for the completion of the evaluation procedure. The evaluation cycle is completed when student growth measures resulting from assessments that were administered in the previous school year are combined with the teacher performance ratings resulting from performance assessment that are conducted for the current school year to assign a summative evaluation rating.
- k. “Evaluation Factors” – the multiple measures that are required by law to be used in the teacher evaluation procedure. The two (2) factors, which are weighted equally, are student growth measures at fifty percent (50%) and teacher performance at fifty percent (50%).

- l. “Evaluation Framework” – the document created and approved by the Ohio Department of Education (ODE) in accordance with R.C. 3319.111(a) of the O.R.C. that established the standards-based framework for other evaluation of teachers developed under R.C. 3319.112.
- m. “Evaluation Procedure” – the procedural requirements set forth in this policy are intended to provide specificity to the statutory obligations established under R.C. 3319.111 and R.C. 3319.112 of the O.R.C. and to conform to the framework or the evaluation of teachers developed under R.C. 3319.112 of the O.R.C.
- n. “Evaluation Rating” – the final summative evaluation level that is assigned to a teacher based on the evaluations that are conducted pursuant to the terms of this policy. The evaluation rating is assigned at the conclusion of the evaluation cycle when the teacher performance rating is combined with the results of student growth measures where fifty percent (50%) of the evaluation rating is based on student growth measures as provided for in this policy and fifty percent (50%) of the evaluation rating is based on a teacher performance rating as provided for in this policy. Each completed evaluation shall result in the assignment of one (1) of the following evaluation ratings to the teacher: Accomplished, Skilled, Developing, or Ineffective.
- o. “Teacher Performance” – is the assessment of a teacher’s performance, resulting in a performance rating. As an evaluation factor, the teacher performance dimension is based on direct observations of a teacher’s practice (including materials and other instructional artifacts) and walkthroughs that are performed by a credentialed evaluator. Teacher performance results are reported as a teacher performance rating that may be coded as “1” indicating lowest performance to “4” indicating highest performance.
- p. “Teacher-Student Data Linkage” (TSDL) – The process of connecting the teacher(s) of record (based upon above definition) to a student and/or defined group of students’ achievement scores for the purpose of attributing student growth to that teacher.
- q. “Retention” – for purposes of this policy, refers to employment decisions on the question of whether or not to suspend a contract pursuant to a reduction in force, nonrenewal 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 non-renew or terminate

the contract of a poorly performing teacher may be informed by the evaluation(s) conducted under this policy. However, decisions to non-renew or terminate a teaching contract are not limited by the existence of this policy.

- r. “Promotion” – as used in this context is of limited utility given the fact that teachers covered by this 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.
- s. “Poorly Performing Teachers” – refers to teachers identified through the evaluation process set forth in this policy who demonstrate an inability and/or unwillingness to meet the reasonable expectations of this standards based evaluation system.
- t. “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”.

3. Standing Evaluation Policy Consultation Committee

- a. The Association and the Board agree to establish a standing joint evaluation policy consultation committee for the purpose of establishing procedures and processes and the approval of SLOs for the evaluation of teachers in the District, and to regularly review the effectiveness of the procedures and processes for the evaluation of teachers in the District.
- b. Committee Composition
 - (1) The committee shall be comprised of two (2) Association members appointed by the Association President and two (2) members appointed by the Board or its designee. In addition, each party may appoint up to one (1) ad hoc non-voting member to assist and/or attend committee meetings, who shall not be entitled to compensation.
 - (2) Committee members shall serve staggered terms of two (2) years.
 - (3) Committee members shall be representative of all areas and programs (e.g., career tech and academic) within the District.

c. Committee Operation

- (1) The committee shall be chaired jointly by a committee member from the Association and a committee member appointed by the Board.
- (2) Members of the committee shall receive training in teacher evaluation, the state adopted evaluation framework, and the standards for the teaching profession.
- (3) The committee shall establish a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks.
- (4) Committee agendas shall be developed jointly by the co-chairpersons of the committee.
- (5) All decisions of the committee shall be achieved by consensus.
 - (a) At the initial committee meeting, the committee will develop the ground rules by which the committee will operate. These ground rules will be reviewed annually.
 - (b) At each meeting, the committee shall select an individual to act as the official scribe for the meeting.
 - (c) Minutes of meetings shall be distributed to committee members, the Association President, and the Superintendent following meetings of the committee.
 - (d) The committee shall be authorized to utilize a consultant(s) from the Jefferson County Educational Service Center with prior approval from the Superintendent. The cost, if any, shall be borne by the Board.

d. Compensation

Any committee work performed outside of the contractual work day shall be paid at the rate of twenty dollars (\$20.00) per hour to a maximum of sixty (60) hours.

e. Committee Authority

- (1) The committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment.
- (2) In the event of legislative action by the Ohio General Assembly that impacts in any way on this topic, the parties to this Agreement shall discuss this topic to determine whether adjustments are appropriate during the term of this Agreement.

4. 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.

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 with 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.

5. 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, other educators, District administrators and the community to support student learning; and
- g. Assuming responsibility for professional growth, performance and involvement.

6. Formal Observation Procedure

a. Schedule of Observations

- (1) A minimum of two (2) formal observations shall be conducted. A formal observation shall last a minimum of thirty (30) continuous minutes. There shall be at least two (2) weeks between formal observations. The first formal observation shall be completed by the end of the first semester.
- (2) Teachers on a limited contract, regardless of rating, who are under consideration for renewal/nonrenewal shall receive at least three (3) formal observations in addition to periodic classroom walkthroughs, unless the Superintendent waives the third observation.
- (3) A teacher who has been granted a continuing contract by the Board and who receives a rating of “Accomplished” on his/her most recent evaluation shall be evaluated every three (3) years, as long as the teacher’s academic growth measure for the most recent year for which data is available, is average or higher. If the determination is made to evaluate

every three (3) years, the teacher will nevertheless be provided with at least one (1) observation and post conference in any year that such teacher is not formally evaluated.

- (4) The Board may evaluate each teacher who has been granted a continuing contract by the Board and who received a rating of Skilled on the teacher's most recent evaluation 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.
- (5) Teachers shall not receive a formal observation on a day before or after an extended recess (Thanksgiving, Christmas, and Easter).

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's OTES "Teacher Performance Evaluation Rubric" for instructional planning, instruction and assessment, and professionalism.

Each teacher evaluated under this policy may annually complete a "Self-Assessment."

b. Observation Conference

- (1) All formal observations shall be preceded by a pre-observation conference between the evaluator and the teacher within ten (10) working days. At the pre-observation conference, teachers shall be given the opportunity to provide evidence for the work situation to be observed on the pre-observation form.
- (2) A post-observation conference shall be held within ten (10) working days after each formal observation. At the post-observation conference teachers shall be provided one (1) area of refinement and one (1) area of reinforcement through evidence, in alignment with the education standards. Teachers shall be given the opportunity to provide evidence to support the areas of refinement and reinforcement during this post-observation conference.
- (3) All formal observations shall be announced.
- (4) The evaluator shall provide the teacher with copies of all written documentation including but not limited to notes, scripts, artifacts, and evidence collected during formal observations and walkthroughs.

7. Informal Observation/Classroom Walkthrough Procedure

- a. A walkthrough is a formative assessment process that focuses on no more than four (4) of the following components:
 - (1) Evidence of planning;
 - (2) Lesson delivery;
 - (3) Differentiation;
 - (4) Resources;
 - (5) Classroom environment;
 - (6) Student engagement;
 - (7) Assessment; or
 - (8) Any other component of the standards and rubrics approved for teacher evaluation.
- b. The walkthrough shall consist of at least five (5) consecutive minutes, but not more than fifteen (15) consecutive minutes in duration.
- c. The teacher shall be provided a copy of the walkthrough form, indicating all scripted and anecdotal documents relative to the walkthrough.
- d. If a request is made by the teacher within two (2) days of the walkthrough, a formal debriefing shall occur no later than ten (10) working days after the request to discuss observations relative to the identified focus.

8. 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 points in time. It is important to note that a student who has forty-five (45) or more excused or unexcused absences during the full academic 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 exclusively¹;
- 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.²

Where value-added methodologies exist for A1 and A2 teachers, the Board will utilize them in the evaluation process. Teachers instructing in value-added courses, but not exclusively, will utilize teacher value-added and locally determined measures proportionate to the teacher's schedule.

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 SLOs, 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.

¹ For these teachers, value added will be used for the student academic growth factor in proportion to the part of a teacher's schedule of courses or subjects for which the value-added progress dimension is applicable. Teachers with multiple subjects that have value-added data will be issued reports for a composite of reading and math; for other assessments (approved vendor and local measures), the assessment data measures should be representative of the teacher's schedule.

² If used, only one "shared attribution" measure can be utilized per instructor.

9. Final Evaluation Procedures

- a. Each teacher's performance rating will be combined with the assessment of student growth measures to produce the summative evaluation rating, based upon the criteria developed by the Ohio Department of Education and sent to ODE pursuant to guidelines.
- b. A teacher shall be given by the district one (1) copy of all information and documents obtained through the evaluation process.
- c. The district shall submit the final summative rating of teacher effectiveness to the ODE by May 30th.
- d. The Association President will be notified within two (2) business days of any public records request to view or copy personnel files.
- e. The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file. A copy signed by both parties, shall be provided to the teacher.

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.

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.

10. Student Growth Measures (SGM)/Student Learning Objectives (SLO)

When utilizing vendor assessments to construct SGMs, all related materials shall be purchased by the Board and all affected staff shall be trained on utilization and other considerations by October 31, of each year.

When utilizing SLOs to construct SGMs, the teacher shall submit the completed SLO template for approval of the SLO no later than October 31.

- a. The Standing Evaluation Policy Consultation Committee (SEPCC) shall review all submitted SLOs by November 10.
- b. Any SLO that is rejected by the Standing Evaluation Consultation Committee or the Superintendent shall be returned to the teacher/group with specific designation of deficiencies by November 12 with (5) days for the resubmittal of the corrected SLO.

Teacher shall administer the final assessment to determine student growth as defined in the approved SGMs.

Prior to submitting the SGM results to the designated evaluator, the teacher may request that the Standing Evaluation Policy Consultation Committee review the results for the sole purpose of certifying accuracy.

Teacher of Record

1. Each teacher shall have the opportunity to review the students for whom they are identified as teacher of record prior to the district verifying the teacher's data and SGM rating in order to ensure accuracy in reporting.
2. For Category A2 teachers, the teacher shall have the opportunity to review the percentage of value-added measures, vendor assessments and/or SLOs the teacher teaches proportionate to his/her individual schedule.
3. B and C teachers shall have the opportunity to review the SGM results for vendor assessments and the numerical ratings for the SLO prior to them being reported.
4. If requested, the teacher will be provided documents which show the above information.

11. Professional Growth Plans and Professional Improvement Plans

Based upon the results of the annual teacher evaluation as converted to the "Evaluation Matrix" above, 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.
- 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.
- 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.

12. Core Subject Teachers – Testing for Content Knowledge

Beginning with the 2015-16 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 examinations set forth above and provides proof of that passage to the Board, the teacher will be required, at the Board’s expense, to complete Professional Development that is targeted to the deficiencies identified in the teacher’s evaluations conducted under this policy.

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

- a. 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.

13. 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 this policy. The plan will be reviewed annually.

Professional growth plans shall be developed as follows:

- a. Teachers whose students evidence above expected levels of student growth shall develop a plan for continuing professional growth and may choose their credentialed evaluators for the evaluation cycle as set forth in this Agreement.

- b. Teachers whose students evidence expected levels of student growth shall develop a professional growth plan collaboratively with the credentialed evaluators and shall have input on the selection of their credentialed evaluators for the evaluation cycle as set forth in this Agreement.
- c. Teachers whose students evidence below expected levels of student growth shall develop an SGM-driven improvement plan with their credentialed evaluators. The administration shall assign the credentialed evaluator for the evaluation cycle and approve the improvement plan as set forth in this Agreement.

14. Retention and Promotion Decisions/Removal of Poorly Performing Teachers

It is the purpose of this Standards-Based Teacher Evaluation 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.

The removal of poorly performing teachers shall be in accordance with the Ohio Revised Code and any applicable provisions of a collective bargaining agreement, except that no decisions concerning the retention or removal of any teacher after his/her fourth year of employment shall be made until three (3) years of data have been collected and three (3) evaluation cycles have been completed.

Nothing in this policy will be deemed to prevent the Board from exercising its rights to non-renew, terminate, or suspend a teaching contract as provided by law and the terms of the collective bargaining agreement in effect between it and the Jefferson County Joint Vocational School Teachers' Association. The evaluation system and procedures set forth in this 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 non-renew a teacher evaluated under this policy in accordance with ORC Section 3319.11 notwithstanding the teacher's summative rating.

B. LIMITED CONTRACTS – TERMS AND ELIGIBILITY CHANGES

1. Limited contracts issued after the effective date of this Agreement to all certificated/licensed personnel who do not qualify for a continuing contract shall have the following duration:

| | |
|-----------------|-----------------|
| First Contract | one (1) year |
| Second Contract | one (1) year |
| Third Contract | one (1) year |
| Fourth Contract | two (2) years |
| Fifth Contract | three (3) years |
| thereafter | four (4) years |

2. A continuing contract is a contract that remains in effect until the teacher resigns, elects to retire, or is retired pursuant to former section 3307.37 of the Ohio Revised Code, or is terminated or suspended and shall be granted only to teachers who provided notice of their eligibility with all supporting documents attached to the Superintendent by the fifteenth day of September of the year the teacher becomes eligible for a continuing contract. Failure to follow this procedure shall defer consideration for continuing contract status until the next school year. Teachers eligible for continuing contract shall be those teachers qualified as described in division (D) of section 3319.08 of the Revised Code, who within the last five (5) years have taught for at least three (3) years in the district, and those teachers who, having attained continuing contract status elsewhere, have served two (2) years in the district, but the board, upon the recommendation of the superintendent, may at the time of employment or at any time within such two year period, declare any of the latter teachers eligible.

The criteria in 3319.08 is defined as follows:

1. Any teacher holding a professional, permanent, or life teacher's certificate.
2. Any teacher who meets the following conditions:
 - a. The teacher was initially issued a teacher's certificate or educator license prior to January 1, 2011.
 - b. The teacher holds a professional educator license issued under section 3319.22 or 3319.222 of the Revised Code or a senior professional educator license or lead professional educator license issued under section 3319.22 of the Revised Code.

- c. The teacher has completed the applicable one of the following:
 - i. If the teacher did not hold a master's degree at the time of initially receiving a teacher's certificate under former law or an educator license, thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the state board of education shall adopt.
 - ii. If the teacher held a master's degree at the time of initially receiving a teacher's certificate under former law or an educator license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate of license, as specified in rules which the state board of education shall adopt.
3. Any teacher who meets the following conditions:
- a. The teacher never held a teacher's certificate and was initially issued an educator license on or after January 1, 2011.
 - b. The teacher holds a professional educator license, senior professional educator license, or lead professional educator license issued under section 3319.22 of the Revised Code.
 - c. The teacher has held an educator license for at least seven (7) years.
 - d. The teacher has completed the applicable one of the following:
 - i. If the teacher did not hold a master's degree at the time of initially receiving an educator license, thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board of education shall adopt.
 - ii. If the teacher held a master's degree at the time of initially receiving an educator license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board of education shall adopt.

3. All bargaining unit members new to the District shall be conditionally employed until the Board receives the results of a criminal records check through the Ohio Bureau of Criminal Investigation and the Federal Bureau of Investigation. During the period of conditional employment, the new employee shall be considered a member of the bargaining unit represented by the Association and entitled to all provisions of this Agreement. If the criminal records check indicates the employee does not qualify for employment, the individual will be informed he/she is being released immediately from employment because of failure to satisfactorily meet the terms of the conditional employment. No individual released from conditional employment under this section, nor the Association or any other agency or individual acting on the member's behalf shall have the right to bring a grievance, request arbitration or initiate any other legal proceeding against or involving the Board to contest a member's release from conditional employment pursuant to Ohio Revised Code Section 3319.39 and this section. Upon employment with the District, all certificated/licensed employees shall provide the Board with full notice and confirmation of all certifications/licenses then held by said teacher and those for which application has been made and is pending.

During the employment of the teacher with the District, and within ten (10) days after making application to the State for a higher or changed certification/license, said teacher will provide written notice of the filing of such application to the Board of Education.

Upon receipt from the State of a higher or changed certification/license, and within ten (10) days thereafter, said teacher will provide written notice and confirmation to the Board of the same.

Should the teacher and/or State fail to give notice of any higher or changed certification/license to the Board of Education prior to September 15th of the school year in which granted, such new certification/license shall not be recognized by the Board for purposes of granting, awarding or qualifying for a continuing contract until May of the following year.

4. Except as otherwise provided in this Agreement, a limited contract carries no right or obligation that it will be renewed upon its expiration.

C. NON-RENEWAL OF LIMITED CONTRACTS

1. The non-renewal of limited teaching contracts of bargaining unit members who have been employed for three (3) contracts or less shall be as follows:

- a. Limited contract teachers who have been employed for three (3) or fewer contracts shall be notified by the Superintendent on or before May 15th if they will not be recommended to the Board for rehiring for the next school year. The Board shall make its decision and notify the affected teacher in writing on or before June 1st.
 - b. Any teacher who has been non-renewed and notified by the Board shall have the right to request the reasons for the non-renewal from the Treasurer within ten (10) days of receipt of notification. Such reason shall be provided by the Treasurer in writing to the affected employee within ten (10) days of receipt of the request.
 - c. Within five (5) days of the receipt of the reasons for non-renewal, the affected employee shall have the right to request a meeting with the Board. The requested meeting shall occur in executive session within twenty (20) days of the receipt of the request.
2. In the event that the affected teacher is in his/her fourth (4th) or more contract of employment with the District, said teacher will be notified by the Superintendent on or before May 1 that he/she intends to recommend to the Board of Education that the teacher will not be reemployed upon the expiration of his/her limited contract, and the teacher will be provided a personal conference with the Superintendent prior to the issuance of the written notification of intention not to renew, wherein the Superintendent will furnish to the teacher, in writing, his reasons for the proposed non-renewal, which reasons shall be based upon said employee's performance evaluations and/or personnel file. The affected teacher shall have the right to request a meeting with the Board of Education concerning such proposed non-renewal. The Board will schedule the meeting within ten (10) days thereafter and prior to its acting upon the Superintendent's non-renewal recommendation. Such meeting shall be held in executive session. The Board shall make its decision and notify the affected teacher in writing on or before June 1st.
 3. In the event that the certificated/licensed employee requests a meeting with the Board, said teacher shall have the right to be accompanied by any officer or representative of the Association or by any other person of his/her selection.
 4. All meetings with the Board of Education shall be private and shall be conducted in executive session.

The parties agree that the foregoing non-renewal procedure shall supersede and take the place of Ohio Revised Code Section 3319.11.

D. SENIORITY, REDUCTION IN FORCE AND RECALL

1. Seniority

- a. Seniority shall be defined as the continuous employment of a bargaining unit member under a limited or continuing contract with the district. Continuous employment shall include the time a bargaining unit member was on a Board approved leave of absence. Such leave shall not interrupt seniority, but time spent on such leave shall not count towards seniority.
- b. The name of each teacher will be set forth in certification/licensure listings in order of seniority. Those teachers who are certified/licensed in more than one area shall have their names on each list for which they hold certification/licensure. Areas of certification/licensure shall be those areas in which the teacher is certified/licensed by the Ohio Department of Education and for which the certificate/license is on file in the Superintendent and Treasurer's office.
- c. Seniority shall be determined by placing, according to respective areas of certification/licensure, those teachers serving under continuing contracts at the top of the list in descending order of seniority. Teachers serving under limited contracts will be placed on the list; separate from, but under the continuing contracts section, also in descending order of seniority.
- d. If two (2) or more teachers have the same length of continuous service, or if conflicts over seniority develop, seniority will be determined first, by the final summative rating on their most recent evaluation; secondly, by the date of Board of Education hiring, as stated in the Board minute book; thirdly, by the date of valid district employment application as signed by the employee; and fourthly, any remaining ties will be broken by lot. These procedures will apply to both limited and continuing contract seniority.
- e. The seniority list shall be prepared by the Treasurer as of November 1 and April 1 of each school year and a copy thereof will be provided to the Association. Each bargaining unit member shall have a period of fifteen (15) calendar days after each posting of the seniority list to advise the Treasurer of any inaccuracies which affect his/her seniority. After the fifteen (15) calendar days, the list shall be considered final until the next posting. Any changes in the certification of individual staff members between April 1 and November 1 shall not apply for purposes of seniority until the next seniority list is prepared.

2. Reduction in Force

- a. If the Board determines to reduce staff under the provisions of Section 3319.17 of the Ohio Revised Code, or to reduce staff by reason of program elimination, the reduction first shall be made through attrition resulting from resignations, retirements, and transfers. The Board then may suspend contracts to complete the reduction.
- b. Staff reductions shall be made by the Superintendent, who shall within each teaching field affected give preference to teachers who are on continuing contracts. However, the Board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations.
- c. At such time as the Superintendent determines from available data that a reduction in force is probable and likely, he shall meet with the Association President and the affected teacher(s) to discuss the intended staff reduction prior to making a recommendation to the Board. At such meeting, the Superintendent will present a formalized list setting forth the specific number of positions to be abolished within each area of certification/licensure as well as a list of teachers returning from approved leaves of absence and their area of certification/licensure.

3. Recall

- a. All reductions in force shall be handled and processed as follows:
 1. The names of teachers whose contracts are suspended in a reduction in force will be placed on a recall list, developed by the Superintendent, for a period or interval of twenty-four (24) months, being from September 1 to September 1.
 2. Teachers on the recall list shall be recalled for vacancies in areas for which they are qualified. However, seniority shall not be the basis for rehiring a teacher, except when making a decision between teachers who have comparable evaluations.
 3. The Association shall be provided a copy of all current recall lists as issued by the Superintendent.
- b. No new teacher will be employed by the Board while there are teachers on the recall list who are qualified for the vacancy.
- c. If a vacancy occurs, the Superintendent will send, to his/her last known address, a certified letter to all teachers on the recall list. A copy of this letter will also be sent to the Association President.

It is the teacher's responsibility to keep the Superintendent informed of his/her current address.

- d. All teachers are required to advise the Superintendent, in writing, of their availability for the position. Such reply must be received by the Superintendent within ten (10) calendar days of receipt of the Board's certified letter. Any teacher who fails to act within the aforesaid ten (10) calendar days, or who declines to accept the position, will forfeit all recall rights.
- e. A teacher on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same accumulation of sick leave, seniority and salary schedule placement as he/she enjoyed at the time of the layoff.
- f. In the event that a recall or laid off teacher is to be offered part-time or substitute employment, such employment will not be offered prior to fifteen (15) days before the commencement of the school year following layoff.

Bargaining unit members who experience a reduction in force shall be given first consideration for substitute and part-time positions. In the event said teacher refuses such part-time or substitute duties, he/she will not thereby forfeit his/her recall rights.

- g. A teacher whose contract has been suspended due to layoff and during such layoff, has the option to pay for Board approved insurance for a maximum of twenty-four (24) months thereafter, effective from September 1 to September 1. Such employee shall forward to the District Treasurer a check in the amount of the premium one (1) month prior to the due date thereof. Employees who fail to meet such payment schedule will be terminated from such Board approved insurance plans.

E. VACANT/NEW POSITIONS AND POSTING

- 1. A vacancy shall be defined as an unoccupied position that the Superintendent and/or Board of Education has determined to be filled.
- 2. Subject to meeting certification requirements for the position, certificated/licensed staff members who are on the eligible recall list under a reduction in force shall be offered any vacant or new positions. If the position is accepted by such eligible recallee, he/she then will be employed for such teaching vacancy or new teaching position within the District.

3. As otherwise provided by law, all hiring of certificated/licensed employees shall be by the Board upon recommendation of the Superintendent. Subject to the provisions of Item 2 aforesaid, which gives hiring priority to personnel on the recall list of a reduction in force, the Superintendent may fill any vacancies or new positions from persons within or without the District, based solely upon their qualifications, their last experience and the requirements of the position.
4. In the process of considering eligible applicants for vacancies and/or new positions, and prior to making any hiring or contract recommendation to the Board, the Superintendent will provide notice of posting of such vacancy or new position as provided for hereinafter and further, will provide and schedule interviews with all staff personnel who make written application for such vacancies and/or new positions.
5. All vacancies or newly created positions for certificated/licensed staff shall be posted on the bulletin board in the central office and in close proximity to employee mailboxes. Concurrently with such posting, a copy thereof shall be made available to the Association.
6. Notices of such vacancies or new positions will set forth the title of the position, the grade level, the subject(s), the certification required, qualifications for the position, the effective starting date, the deadline for the application and any additional pertinent information.
7. During the school year, any staff members who are interested in such posted vacancies or new positions will be required to give written notice thereof to the Superintendent within ten (10) calendar days following the posting of such notice. During the summer recess when school is not in session, notices of vacancies and new teaching positions will be mailed with paychecks to all staff members. Subject to the provisions of Item 8 hereinafter, a staff member interested in a vacancy or new position will be required to give written notice thereof to the Superintendent within fifteen (15) days following the posting or mailing of such notice. A failure on the part of the staff members to provide written notice of position interest within the aforesaid intervals of ten (10) and fifteen (15) days, respectively, shall be a waiver of any right of claim for consideration of such position.
8. In the event that a teaching vacancy or new position occurs during the summer recess and during the interval of four (4) weeks or less prior to the opening of school, a written response or statement of interest will be required from staff members within ten (10) days following the posting or issuance of notice of such opening.

In the event that a teaching vacancy or new position occurs during the summer recess and within two (2) weeks prior to the opening of school, all of the notice and posting requirements hereinbefore set forth shall be waived.

9. If a bargaining unit member has a current certificate/license on file, has more years of experience in the area of the posting than the outside candidates, and possesses the qualifications necessary to perform the requirements of the position, preference will be given to the bargaining unit member. Qualifications will be determined by the Superintendent.
10. If two bargaining unit members meet the criteria stated above and are more qualified than applicants from outside the bargaining unit, the most qualified employee will be recommended for the position as determined by the Superintendent. Seniority shall not be the basis for making the selection of the most qualified bargaining unit member, except when making a decision between bargaining unit members who have comparable evaluations.
11. An employee making a request for a voluntary transfer to a vacancy, and whose request is denied, shall be given, upon request, a conference with the Superintendent to discuss the reasons for the denial.

F. INVOLUNTARY TRANSFER

1. An involuntary transfer shall be defined as an employer-initiated reassignment of a bargaining unit member.
2. At such time as the Superintendent may consider the involuntary transfer in subject area or grade level assignment of a staff member, such certificated/licensed employee will be notified thereof by the Superintendent not less than twenty (20) days preceding the effective date of such proposed transfer unless there is an emergency which would necessitate him/her to waive such notification. Concurrently with giving notice of the proposed transfer, and within five (5) days thereafter, the Superintendent will meet with the affected employee to review the circumstances and background for such transfer. The Board shall provide the staff member with two (2) working days of released time to prepare for the new assignment.
3. The staff member being involuntarily transferred will be assigned only to a position for which he/she is properly certificated/licensed.

ARTICLE VI – TERMS AND CONDITIONS OF EMPLOYMENT

A. PERSONNEL FILE

1. The school district shall maintain one official personnel file for each certificated/licensed employee of the District, which file shall be maintained in the office of the Superintendent.
2. Each item placed in the file shall bear the date of origin of such item (if available), the date of receipt of the item, and date of the filing.
3. Excepting letters of reference, and subject to the review being made in the presence of an authorized administrator, each certificated/licensed employee shall have the right to review the contents of his/her personnel file. Subject to the employee being present and authorizing the examination, and further subject to such examination being made in the presence of an authorized administrator, such employee may permit a representative of his/her choice to examine such file.
4. In the event that materials not previously seen or examined by the certificated/licensed employee are being entered into his/her file, excepting employment references, such employee will be provided an opportunity to examine the same prior to such entry. Concurrently with his/her examination of the materials, the employee will acknowledge such inspection by affixing the date and his/her initials thereto.
5. Should any of such material be considered by the employee to be derogatory, and within ten (10) calendar days of inspecting the same, said employee may file and attach a written response to the aforesaid derogatory materials. In order for the response to be entered into the file, it must be signed and dated by the employee.
6. Should a certificated/licensed employee be the subject of a written complaint from a student or parent, the District shall conduct an investigation to determine whether evidence exists to substantiate the complaint. The employee shall fully cooperate in the investigation. If the complaint is not substantiated in the opinion of the Superintendent, there shall be no record of the complaint placed in the employee's personnel file. If the Superintendent finds that the complaint is substantiated, the same file notice and response provision will be afforded the employee as above provided in number 5.
7. No anonymous allegations, complaints, charges nor anonymous materials of any type regarding a certificated/licensed employee shall be made a matter of record nor placed in such employee's personnel file.
8. In the event that the employee's file includes written reprimands, suspensions or other disciplinary actions, and subject to no further reprimands, suspensions or disciplinary actions having been entered into the file within a period of four (4)

years subsequent to the filing date of the aforesaid entries, the employee then may make written application for and shall be entitled to the removal and deletion of such entries from his/her personnel file.

9. Whenever any person other than a bargaining unit member or the appropriate administrator, exercises a right to review public files according to the laws of the State of Ohio, the affected employee shall be promptly notified of the request.

B. SUBSTITUTION

1. When a bargaining unit member is absent from his/her assigned duties, the Board shall make reasonable efforts to secure an approved substitute to carry on those duties.
2. Whenever a bargaining unit member is required by an administrator to cover another bargaining unit member's class or duty as a substitute because of the other bargaining unit member's absence from school, the substituting teacher shall receive fifteen dollars (\$15.00) per class period if:
 - a. Such substitution results in the substituting teacher having no planning period that day; or
 - b. Such substituting teacher has to assume all or part of another teacher's class while he/she is teaching a scheduled class. The payment for assuming all or part of another teacher's class shall begin with the first class period in a nine (9) week period in which a teacher is asked to substitute.

C. WORK YEAR/WORK DAY/COMPENSATORY TIME

1. Work Year

Teachers shall be required to work 184 days for each school and contract year, four (4) of which shall include professional days which may be used to make up instructional time lost due to calamity days.

The first five (5) calamity days may be counted as work days, thereafter, the parties agree that any lost instructional time due to calamity days will be made up whenever scheduling permits. The Superintendent will consult with the Calendar Committee before making any changes.

2. Work Day

The length of the normal work day shall not exceed seven and one-half (7 ½) hours. Should a teacher or teachers be required to work longer than the seven and one-half (7 ½) hour period, such teacher shall receive compensatory time off.

3. Compensatory Time

- a. The Board agrees to grant compensatory time to bargaining unit members for:
 - (1) Administratively scheduled time spent after the school day on required curriculum committees and/or meetings as set forth hereinafter: Five (5) year evaluation process (MAPP), craft/business/professional advisory committees, faculty meetings and staff/teacher development meetings, prom, senior recognition award banquet, and homecoming.
 - (2) Scheduled time spent in attendance at scheduled open houses, including set up time prior to the open house and time spent after the open house to secure labs. Set up time and time to secure labs must be approved by the Superintendent prior to open house.
- b. Bargaining unit members shall complete both the accumulation and use of compensatory time forms, and the Board agrees to record both the accrual and use of such compensatory time. Written requests to use or accumulate compensatory time shall be submitted as soon as the need for the use or accumulation becomes known.
- c. Teachers will be informed at the end of every grading period of the balance of unused compensatory time.
- d. Compensatory time shall not be granted to bargaining unit members for any time spent for class preparation beyond the work day.
- e. The Board agrees that the use of accumulated compensatory time upon request shall be granted as follows:
 - (1) During tenth period after student buses have departed, except when a teacher is required to attend a staff meeting or a scheduled parent-teacher conference.
 - (2) During a scheduled duty only after an administrator has been able to secure a replacement or the administrator returns the pre-approval of usage form.
 - (3) During a scheduled planning period.
- f. A bargaining unit member may be permitted to use accumulated compensatory time during the last three (3) days of school when seniors are at their home school upon approval by the Superintendent. Under all

circumstances in regard to the use of accumulated compensatory time, the bargaining unit member shall sign in and sign out. If such person is not back within the approved time period, he or she shall be charged with a quarter day of personal leave, in addition to the compensatory time approved and used. If such person has exhausted his/her personal leave, he/she shall then forfeit all accrued compensatory time for failing to return within the approved time period.

- g. Unused compensatory time in a given school year shall be carried over to the following school year.
- 4. The length of the school day may be extended for faculty/department meetings as needed. If the meeting will be extended beyond the length of the normal school day, advance notice of two (2) days will be given except in cases of emergency. Meetings beyond the length of the normal school day shall be limited to no more than two (2) per month. If additional such meetings are deemed necessary, any employee required to attend shall be compensated at the rate of \$18.00 per hour, prorated in fifteen (15) minute increments for time spent after the school day.
- 5. All teachers will be provided a thirty (30) minute lunch period during fourth (4th), fifth (5th), sixth (6th) or seventh (7th) period which will be duty-free, and a planning period, which shall be duty free and equal in time to an academic period, within the seven and one-half (7 ½) hour school day. Lunch will be served from the cafeteria for those bargaining unit members who are scheduled to eat during the 7th period.
- 6. Non-teaching duties shall be distributed by the Superintendent on as fair and equitable a basis as is practical. Such duties shall include, but not be limited to, supervision of students in halls, bathrooms, cafeterias, buses and parking lots. No teacher shall be required to perform custodial or maintenance duties outside of routine lab clean up. No teacher shall be required to make students perform custodial or maintenance duties outside of routine lab clean up.

D. FLEX TIME

Flex Time shall be defined as a mutual agreement between the bargaining unit member and the Superintendent to adjust his/her normal work schedule to maintain his/her contractual normal workweek. The flex time agreed to shall be in effect except when a teacher is required to attend a staff meeting or a scheduled parent-teacher conference.

E. SCHOOL CALENDAR

A committee composed of three (3) teachers may be selected by the Association to meet with the Superintendent, at appropriate and mutually agreed times, to offer input for the development of school calendars.

F. SCHOOL IMPROVEMENT COUNCIL

The Superintendent and the Association will appoint a total of six (6) members to a School Improvement Council, with each party choosing three (3) members. The purpose of the Council is to provide an opportunity for the Administration and the Association to consult and exchange information and ideas in the programming and planning of the District. Meetings of the School Improvement Council will be limited to a maximum of six (6) per school year and will be scheduled after the work day.

In regard to Educational Reform Legislation, the Council will meet and discuss implementation of these bills and may submit recommendations to the Superintendent for his review. If the Council is unable to develop any recommendations upon how such legislation should be implemented, then the Association and the District shall be obligated to bargain over such implementation which affects wages, hours, terms and conditions of employment. Furthermore, should the Jefferson County Joint Vocational School District be combined with any other school or JVS District, the Association and the Board agree that the implementation of such consolidation shall be a subject of bargaining prior to consolidation.

G. DISCIPLINE OR CRITICISM OF EMPLOYEE – PRIVATE

1. The discipline or criticism of any employee by a supervisor, administrator, or other authorized agent of the Board shall be treated as private and personal. Such employee criticism shall be made in confidence and not in the presence of pupils, parents of pupils, other employees, or at public gatherings. All critiques made shall be confidential. The exercise by the employee of their right to Association representation during the reception of such criticism, shall not void their right to confidentiality.
2. No employee shall be subject to disciplinary action, including suspension, without just cause. Further, to the extent required by law, an employee will be advised of his/her right to Association representation at any meeting which is of a disciplinary nature.
3. The specific grounds forming the basis for any disciplinary action shall be made available to the affected employee in writing.
4. All verbal reprimands, written reprimands, and suspensions shall be documented and placed in the bargaining unit member's personnel file, and with a copy being provided to the affected employee. The affected employee shall have the right to attach a statement to any such documentation within ten (10) working days.
5. Termination of a bargaining unit member's employment shall be in accordance with Ohio Revised Code Sections 3319.16 and 3319.161.

H. FACULTY PROPERTY PROTECTION

1. The Board will provide a designated parking area for teachers in the main parking lot.
2. Students who work for the District shall not have access to the area where employee personnel files are located.

I. LAB CLOTHING

Members of the bargaining unit will be provided an appropriate laboratory coat or clothing at no cost if and when lab students are provided clothing by the Board.

J. TECH PREP

1. The Staff Supervisor, Tech Prep (MET) teacher and Host JVS teacher will consult in advance of implementation of Tech Prep activities which involve the Host JVS teacher and his/her classroom. Implementation of such Tech Prep activities will only occur when the Staff Supervisor, Tech Prep (MET) teacher, and the Host JVS teacher are in mutual agreement regarding the implementation of said Tech Prep activities.
2. Notwithstanding paragraph 1 in this section, the following regulations will be instituted when the Tech Prep (MET) teacher is present in a Host JVS teacher's classroom:
 - (a) The combined class size will not cause a regular Host Student to be displaced from his/her learning station.
 - (b) Peer teaching (Student to Student) may occur.
 - (c) All instruction must be coordinated with the Host JVS teacher at least one (1) week in advance.
 - (d) The Tech Prep (MET) teacher will be responsible for preparing requisitions for supplies necessary to carry out instruction in the Host JVS teacher's classroom.
 - (e) No Peer Teaching (Student to Student) will begin until the Host JVS Teacher has determined that essential safety instruction has taken place.

ARTICLE VII – BENEFITS

A. HEALTH INSURANCE

1.

The Board shall provide family and single medical and pharmaceutical health insurance coverage as set forth in Appendix E through December 31, 2016. For the remainder of the contract, such coverage is set forth in Appendix F. The Board shall pay ninety-three percent (93%) of the premium of health insurance in year one of the contract and ninety-five percent (95%) in years two and three of the contract. The employee share shall be seven percent (7%) in year one and five percent (5%) in years two and three. The employee share shall be deducted on a pre-tax basis.

B. DENTAL INSURANCE

The Board shall provide dental insurance that is at least equal to the coverage provided in the 1989-90 school year. The Board shall pay ninety-three percent (93%) of the premium for dental insurance in year one (1) of the contract and ninety-five percent (95%) in years 2 and 3. The employee share will be deducted on a pre-tax basis.

C. VISION CARE

Bargaining unit members shall be entitled to vision coverage as set forth in Appendix G. The Board shall pay 100% of the premium for such vision coverage.

D. INSURANCE FOR PART-TIME EMPLOYEES

Any bargaining unit member employed by the Jefferson County Joint Vocational School District prior to September 1, 1990, whose duties are or have been reduced to five (5) or less periods per day, may elect to purchase insurance coverage by sharing the costs of the premiums with the Board as follows:

| <u>Duties</u> | <u>Board</u> | <u>Employee</u> |
|-------------------|--------------|-----------------|
| 0-1 periods | 0% | 100% |
| 2 periods | 35% | 65% |
| 3 periods | 50% | 50% |
| 4 periods | 65% | 35% |
| 5 or more periods | 95% | 5% |

E. TERM LIFE INSURANCE

The Board will provide term life insurance for all certificated/licensed staff with policy limits of \$45,000.00 per employee effective the first of the month following ratification.

F. LIABILITY INSURANCE

The Board will provide liability insurance for all certificated/licensed staff.

G. INSURANCE COMMITTEE

The Jefferson County JVS and the Jefferson County JVS Teachers' Association shall form an Insurance Committee. The Committee shall be composed of four (4) bargaining unit members selected by the Jefferson County JVSTA, at least one (1) of whom shall be a member of the Association's bargaining team, two (2) members of the District's administration selected by the Board, and one (1) volunteer member of any non-administrative, unrepresented employees. The term for Committee membership shall be three (3) years. If a seat on the Committee becomes vacant, the party represented by the seat shall have sole authority in filling said vacancy. All decisions of the Committee shall be made by consensus.

The mission of the Insurance Committee shall be to create within the workplace environment a forum whereby representative membership on the Committee will engage in a continuing educational process and review of health insurance benefits on behalf of the employees and their dependents.

The Insurance Committee shall regularly communicate with all covered employees on a quarterly basis, providing information which will be beneficial to such covered employees.

During the life of this Agreement, the Insurance Committee shall be responsible for developing recommendations for improvements to the existing medical, pharmaceutical, dental, vision, and life insurance plans to each of the parties' respective bargaining teams for their consideration and the development of proposals for a successor Agreement. The Committee shall also provide recommendations to the parties regarding member education and communication and ancillary employer actions (e.g., wellness initiatives, process changes, etc.).

The Insurance Committee shall meet quarterly, but may meet more frequently if a majority of its members deem it necessary. Minutes shall be kept at such meetings, and shall be made available to all affected employees and the administration.

The Board agrees to pay the cost of any educational training or continuing education for the Insurance Committee which is deemed necessary by the Committee.

H. SICK LEAVE

1. Each person who is employed full time by the Board of Education, shall be entitled to fifteen (15) days sick leave, with pay, for each year under contract,

which shall be credited at the rate of one and one-fourth (1 ¼) days per month with a total accumulation of no more two hundred forty (240) days.

2. Each newly hired employee, and those employees whose sick leave accumulation falls to five (5) or fewer days, shall be allowed an advance of five (5) days to be charged against sick leave he/she subsequently earns.
3. Employees may use sick leave for absence due to personal illness, emergency, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absences due to serious illness, injury or death in the employee's immediate family.
4. For the purposes of this Agreement, "immediate family" shall be interpreted to include parents, parents-in-law, children, siblings, grandchildren, grandparents, spouse, step-parents, step-brother, step-sister, or anyone living in the same household who is related by blood, adoption or marriage.
5. Each employee shall complete an absence report on the Kiosk System for the use of sick leave. If medical attention is required, the employee's statement shall list the name and address of the attending physician and the date when he/she was consulted. If the employee is absent for five (5) or more consecutive work days, a physician's statement covering the absence may be requested. Falsification of sick leave information, on the district form, is grounds for suspension or termination under Section 3319.16 of the Ohio Revised Code.
6. The Board of Education may require a certificated/licensed employee who has been absent due to personal illness or injury, prior to and as a condition of his/her return to duty, to be examined by a physician designated and paid by the employer, to establish that such employee is not disabled from the performance of his/her duties and/or that his/her return to work will not jeopardize the health and safety of other employees or students.
7. Sick leave may be used in segments of not less than one-quarter (1/4) day.
8. Any employee who is absent for illness/sick leave, shall notify the employer by 7:00 A.M. that day. If the need for illness/sick leave is known in advance by the employee, advance notice of the proposed absence will be given the employer.
9. Any employee absent days beyond his/her accumulated sick leave as of any date for reasons listed, or for any other reasons, shall receive salary deductions in accordance with the following formula:

Divide the annual salary by the number of days required to be on duty to reach a daily rate and multiply the daily rate times the number of days lost.

10. The use of sick leave for spouse or children shall be the same as set forth in paragraph 1. Sick leave within a school year shall be limited to 40 days for parents, parents-in-law, siblings, grandchildren, grandparents, step-parents, step-brother, step-sister, or anyone living in the same household who is related by blood, adoption or marriage.

I. PERSONAL LEAVE

1. Each full-time certificated/licensed employee under contract with the District shall be eligible to receive three (3) days of personal leave during the contract year.
2. The following restrictions shall apply to personal leave:
 - a. Application for such leave will be made to the Superintendent via the kiosk system.
 - b. Notice of intention to use personal leave shall be given to the Superintendent at least five (5) working days in advance; provided, however, that such notice shall be waived when the leave is for a personal emergency. No more than three (3) bargaining unit members may be on personal leave at any one time; however, this prohibition shall be waived when the leave is for a personal emergency.
 - c. Personal leave is prohibited on days preceding or following a holiday or vacation period or on the first or last day of classes; provided, however, that such prohibitions shall not apply when the leave is for a personal emergency.
 - d. Personal leave is available to extend a sick leave.
 - e. Personal leave shall not accumulate beyond the end of a given school year.
 - f. Unused personal leave up to three (3) days, may be converted to accumulated sick leave after June 30 of each year. Such leave shall accumulate up to the maximum aggregate of such leave as provided in Article VII, Section G.1., of this Agreement.

J. UNPAID LEAVES OF ABSENCE

1. Unpaid leaves of absence may be granted for illness and/or disability, enlistment in the Armed Forces for the United States, educational purposes, serious illness in the immediate family and/or adoption. As hereinafter provided, such leaves further may be granted for maternity and child-rearing requests.

2. All leaves of absence shall be without pay and benefits and will be granted for a period of time not to exceed one (1) year from the date of the leave. The Board shall consider a written request for up to a one (1) year extension of an approved leave.
3. Applications for leaves of absence shall be submitted as far in advance as possible of the leave date, but not less than thirty (30) days before the beginning date of the leave, unless waived by mutual consent of the parties.
4. An application for leave of absence shall state the termination date of said leave. The minimum leave of absence shall be to the end of the semester. Failure to state the termination date shall be deemed a termination date at the beginning of the next school year. Any teacher who does not return to service on the stated termination date shall abandon his rights and privileges of employment.
5. A teacher on leave of absence shall notify the Superintendent of his desire to return to work by November 1st or March 15th of the applicable semester or school year and shall be given a position that is the same as or similar to the position held before taking such leave.
6. Any employee, on approved leave of absence, may have the option to pay for Board approved insurance while on leave. The employee shall forward to the Treasurer a check in the amount of the premiums ten (10) days prior to the payment date. Employees who fail to meet the payment schedule will be terminated from the Board approved insurance plan.

K. MATERNITY/CHILD-REARING LEAVE

1. A “maternity leave” shall be defined as an absence from school due to a disability from pregnancy or recovery therefrom. A teacher may use either sick leave and/or unpaid leave for the period of disability, as certified by a physician. Any teacher taking maternity leave will be returned to her position, providing such teacher is capable of performing her assigned duties.
2. “Child-rearing leave” shall be defined as an absence from school, without pay or benefits, for the purpose of rearing a natural or adopted child.
3. A teacher who desires a child-rearing leave shall notify the Superintendent at least thirty (30) days in advance of the intended commencement of said leave. This notification shall be in writing and shall indicate the actual date for commencement of the leave except in the case of emergency occurring at a time outside the employee’s control.
4. Child-rearing leaves may be for a period of up to one (1) year and shall continue for at least the remainder of the semester in which such leave commences.

5. Teachers who have been granted child-rearing leaves of absence for the first semester shall notify the Superintendent of their intention to return, or not return, not later than thirty (30) days prior to the expiration of the leave.
6. A teacher returning from child-rearing leave shall be given a position similar to the position held before taking such leave.
7. Employees on such leave may continue any insurance benefits by making full payment to the Treasurer ten (10) days prior to the due date of the premiums.
8. The District shall provide an area (not a bathroom) for mothers to express milk. The area shall be shielded from view and free from intrusion by co-workers and the public. Reasonable unpaid breaks will be provided to facilitate this process for one (1) year after the child's birth.

L. ASSAULT LEAVE

1. Assault leave shall be granted to employees who are absent due to physical disability or mental stress resulting from a physical assault which occurs in the course of, or arises out of their employment, including such situations or occurrences as may arise solely because of teacher/student/parent relationships, regardless of time or location. Any physical assault that occurs involving a student and a teacher, or a student's parent and the teacher, regardless of time or location, shall be presumed to have arisen out of the teacher/student/parent relationship, and thus arisen out of employment.
2. The employee shall sign a statement giving details of the assault, and will provide a certificate from a licensed physician stating the nature and estimated duration of the disability. This statement and certification must be presented to the Treasurer within five (5) days of the assault.
3. The employee shall receive full pay and fringe benefits, not to be charged against sick leave, for no more than twenty (20) work days while on leave. The twenty (20) days may be extended upon certification by the attending physician that additional days are necessary. In the event that the Board is not satisfied with the number of days certified by the attending physician, the Board may secure the evaluation opinion of an independent physician, prior to approving the leave.
4. To be eligible for assault leave, the employee shall:
 - a. Apply for Workers' Compensation benefits; and
 - b. If known, agree to file criminal and/or civil prosecution against the person or persons involved.

- c. If Workers' Compensation benefits are paid, the Board shall pay to such employee the difference between the benefits received and the employee's regular salary.

M. JURY/SUBPOENA LEAVE

Any bargaining unit member who is summoned for jury duty or who is subpoenaed before a Court, agency or private party as a witness, so long as the bargaining unit member is not appearing as a witness or party adverse to the Board, shall be entitled to special leave for such duties, without charge upon his/her sick or personal leave. Such employee further shall be entitled to his/her regular pay, less any fees or compensation received by such employee from the Court, agency or private party.

N. PROFESSIONAL LEAVE

Each full time Bargaining Unit Member shall be entitled to a minimum of two (2) professional days per school year, without loss of pay in order to participate in conferences, workshops, student competitions or other similar activities. The staff member shall, upon request of the administration, make an informal verbal report of the information gained from the meeting to other staff members. The Superintendent may request a member of the bargaining unit to attend a professional meeting which, in his judgment, would be beneficial to the staff member, the District, and/or the students. Such professional leave shall be subject to the following:

- a. The subject matter of the conference, workshop, or similar activity must be within the Bargaining Unit Member's trade and/or current teaching assignment. Similar activity is defined as a program or event involving high school students who could potentially enroll in the Jefferson County JVS.
- b. The Bargaining Unit Member shall notify the Superintendent via the kiosk system thirty (30) days prior to such conference and the professional leave shall be subject to approval of the Superintendent. Application for such professional leave will be made to the Superintendent on forms provided. If the Superintendent rejects the Bargaining Unit Member's request for professional leave, such Bargaining Unit Member may attend up to two (2) days of the conference or workshop requested at his/her own expense, without loss of pay or use of sick or personal days.
- c. Professional leave is prohibited on days preceding or following a holiday or vacation.
- d. Professional leave shall not accumulate beyond the end of a given school year.

O. STRS PICK-UP

1. The Treasurer of the Board of Education shall contribute to the State Teacher's Retirement System (STRS), in addition to the Board's required employer contributions an amount equal to each employee's contribution in lieu of payment to such employee. The amount contributed by the Board on behalf of the employee shall be treated as mandatory salary reduction from the contract salary otherwise payable to such certified employees. The total annual salary for each employee shall be the salary otherwise payable under their contracts.
2. The total annual salary shall be payable by the Board in two (2) parts: (1) deferred salary, and (2) cash salary. An employee's deferred salary shall be equal to that percentage of said employee's total annual salary which is required by STRS to be paid as an employee contribution of said employee and shall be paid by the Board to STRS on behalf of said employee as "pick-up" of the STRS employee contribution otherwise payable by the employee. An employee's cash salary shall be equal to said employee's total annual salary less the amount of the "pick-up" for said employee and shall be payable, subject to applicable payroll deductions, to said employee.
3. The Board's total combined expenditures for employee's total annual salaries otherwise payable under their contracts (including "pick-up" amounts) and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.
4. The Board shall compute and remit its employer contributions to STRS based upon the total annual salary, including the shelter "pick-up". The Board shall report for federal and Ohio income tax purposes as an employee's gross income said employee's total annual salary less the amount of the sheltered "pick-up". The Board shall compute income tax withholding based upon gross income as reported to the respective tax authorities.
5. The sheltered "pick-up" shall be included in the employee's total annual salary for the purpose of computing daily rate of pay, for determining salary adjustments to be made due to absence, or for any other similar purpose.
6. The sheltered "pick-up" shall be a uniform percent for all certified employees, and it shall apply to all payroll payments made after the effective date of this provision and shall not be at the individual employee's option.
7. This provision shall be effective and the sheltered "pick-up" shall apply to all payroll payments made after September 1, 1986.
8. The current taxation or deferred taxation of the sheltered "pick-up" is determined solely by the Internal Revenue Service (IRS) and compliance with this section does not guarantee that the tax on the sheltered "pick-up" will be deferred. If the

IRS or other governmental entity declares the sheltered “pick-up” not to be tax deferred, this section shall be null and void.

P. TUITION REIMBURSEMENT

1. The Board shall, as set forth hereinafter, provide limited reimbursement as set forth in paragraph 4 below for certain courses at the Bachelor level and above, or for CEUs, seminars, and/or training when such education is program specific and related to a bargaining unit member’s field of teaching, or when such education is required to comply with Licensure Standards.
2. A bargaining unit member must submit an application for tuition reimbursement to the Superintendent for prior approval and the approval for such reimbursement shall not be unreasonably withheld by him/her for education as stated herein above.
3. Within forty-five (45) days following the completion of the course work from an accredited college or university and upon submission of proof that the applicant has attained a grade of not less than “C” thereon, or “Satisfactory” if grades are not issued for the course, said applicant shall be eligible for the tuition assistance as hereinafter provided. For those bargaining unit members who attend a seminar and/or training, within forty-five (45) days following the completion of such education, a certificate or other comparable evidence must be submitted in order to be eligible for tuition assistance as herein provided.
4. A total of Fifteen Thousand Dollars (\$15,000.00) shall be set aside each school year for tuition reimbursement. Within thirty (30) days of submitting proof of completion, a bargaining unit member shall be reimbursed in a separate check for tuition costs up to \$1,950.00 per year on a first-come, first-served basis until the total amount for that year has been exhausted.

Q. BEREAVEMENT LEAVE

Bargaining unit members who have no personal leave or accumulated sick leave shall be allowed up to a total of three (3) days per school year for bereavement leave for the death of a relative as defined in Article VII, Section G.4. of this Agreement.

R. SECTION 125/FLEXIBLE SPENDING ACCOUNT

The Board shall establish a Section 125 premium plan and Flexible Spending Account (FSA) effective August 1, 2011 in accordance with Federal Law. Costs incurred in the administration of the FSA shall be deducted from any balance left in the individual FSA’s at the end of the year. The Board will pay any remaining costs of administration. Bargaining unit members may participate in the FSA on a voluntary basis and shall be responsible for all contributions to the FSA. Bargaining unit members who annually

authorize the deduction shall make their contributions to the FSA through a pre-tax payroll deduction in accordance with IRS regulations.

ARTICLE VIII – COMPENSATION

A. SALARY SCHEDULE

1. All Bargaining Unit Members shall be paid according to their training and experience on the salary schedule listed in Appendix D of this Agreement. Those Bargaining Unit Members who teach less than full time shall be compensated on a pro-rata basis according to their position on the salary schedule.
2. The salary schedule shall be comprised of steps that reflect years of experience and columns that reflect training as follows:

| <u>Column</u> | <u>Bachelor Degree</u> | <u>Non-Degree</u> |
|---------------|---|---|
| B.A. | Bachelor’s Degree | Qualified for one year provisional certificate or two year provisional license |
| B.A. + 12 | 12 semester hrs. after receipt of Bachelor’s Degree | 12 semester hrs. beyond the initial pre-service workshop of four (4) weeks |
| 150 Hrs. | 30 semester hrs. after receipt of Bachelor’s Degree | Obtaining a four (4) year vocational certificate or a five (5) year license |
| M.A. | Master’s Degree | A Bachelor’s Degree in education and an eight (8) year Vocational Certificate or a Bachelor’s Degree in Education and a five (5) year license plus thirty (30) semester hours since the issuance of the five (5) year license and six (6) years teaching experience |
| M.A. + 30 | 30 semester hrs. after receipt of Master’s Degree | A Master’s Degree plus thirty (30) semester hours earned at the graduate level after receipt of the Master’s Degree |

Three (3) quarter hours shall equal two (2) semester hours.

Wages paid to employees hired prior to August 1, 1999, will not be affected by revision of salary definitions referred to above.

B. EFFECTIVE DATES

Effective August 1, 2015, the salary shall be according to the salary schedule (see Appendix D).

C. EXTENDED SERVICE TIME

Any Bargaining Unit Member who works extended service time under a supplemental contract, shall be compensated at a rate of \$18.00 per hour. Extended service shall be determined annually by the Superintendent.

D. SALARY ADJUSTMENT

When a bargaining unit member completes additional training which would qualify the bargaining unit member for a higher salary qualification, the salary of the bargaining unit member will be adjusted on September 20 or January 20, whichever comes first following presentation of a certified transcript or letter of credit from the college (university) registrar. If a letter of credit is submitted, it must be followed as soon as possible by a certified transcript.

E. PAY DAYS

Members in the bargaining unit will be compensated over the course of the year in twenty-four (24) equal pays. Pay will be made the 15th and 30th of each month.

F. MILEAGE

The Board shall pay to teachers who drive their personal vehicles at the current IRS allowable rate per mile when used for approved school business. Every effort should be made to conserve mileage through careful planning and sharing of transportation by persons attending the same meeting/function.

G. PAYROLL DEDUCTIONS

1. The Board shall provide the following payroll deductions to members of the bargaining unit:
 - a. Employee credit union
 - b. Tax Sheltered Annuity
 - c. Professional Dues
 - d. Sick and Accident Insurance
 - e. City Taxes (all cities)

f. State Taxes (all states)

2. Request for professional dues deduction shall be made prior to the 15th of September of each school year and the final deduction must be made by the last pay in June of the same school year.
3. These deductions will commence with the first pay in October and continue in equal installments through the last pay in June of the same school year.

H. ATTENDANCE BONUS

Bargaining Unit Members shall be paid a bonus each semester of \$200.00 for not having used any sick leave or personal leave. Bargaining unit members who have had zero absences for the entire year will receive an additional \$100.00.

I. COURSE OF STUDY

Bargaining unit members who are required by the Superintendent or Board to write or revise a course of study will be paid \$250.00 for each course of study which is written or revised after it is accepted by the Superintendent and approved by the Board. Bargaining unit members will not receive compensation for courses of study that are provided by the Department of Education unless the Superintendent requests a revision be made by the bargaining unit member. Bargaining unit members who are required by the state to write curriculum revisions will be paid \$150.00 upon its acceptance by the Board and approval by the state.

J. EXTRA CURRICULAR STIPEND

An annual stipend will be paid to the following person(s) overseeing the following programs:

| Maximum Number of Programs | Amount | Persons |
|----------------------------|------------------|---------|
| SKILLS USA | \$600 per person | 2 |
| FCCLA | \$250 per person | 2 |
| BPA | \$275 per person | 2 |
| FFA | \$450 per person | 1 |
| Honor Society | \$250 per person | 1 |

Once certificated/licensed staff are approved to accompany students to co-curricular activities: regional contests, state contests, national contests, or state sponsored leadership activities, they will be paid at a rate of \$8.00 per hour while supervising students at any such contests or activity outside of the regular teacher's work day.

Supervision at national contests will be at \$125.00 per day, if the contest occurs during the summer or over a vacation period.

K. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (LPDC)

Bargaining unit members who serve on the LPDC committee shall be paid \$20.00 per hour for a maximum of eighty (80) hours per year.

Committee Responsibility

The Committee's responsibility shall be to review and approve Individual Professional Development Plans for staff members, approve course work, continuing education units, and/or other professional development activities that a teacher proposes to meet the requirements of the Ohio Department of Education rules on licensure and certification within the scope of Ohio Revised Code Section 3319.22.

L. LABORATORY PERIODS PAY

Bargaining unit members who have eight (8) laboratory periods per day shall be paid an additional \$15.00 per day. Planning periods for these individuals shall be scheduled during 0 and 10th periods.

M. RESIDENT EDUCATOR PROGRAM

1. The Jefferson County JVS will participate in the Ohio Resident Educator Program.

2. Structure

a. The District will participate in the Jefferson County E.S.C. Resident Educator Program.

b. All mentor assignments shall be approved by the Board. An attempt will be made to assign an entry year teacher to a Mentor in an appropriately related position.

c. For the purpose of this Section of the Agreement, all teachers who are new to the Jefferson County JVS shall be considered Resident Educators and shall be provided with a Mentor as described in this Section, except for newly hired teachers who have previously taught in a JVS, Career Center, or similar vocational/technical school.

3. Compensation

a. A Mentor shall be compensated with an annual stipend in the amount of Seven Hundred Fifty Dollars (\$750.00) for each teacher he/she mentors who is required to go through the Resident Educator Program and

Resident Educator Summative Assessment and Two Hundred Fifty Dollars (\$250.00) for those teachers described in Section 2.c.

- b. A Lead Mentor, who is supervising a Mentor who is working with a Resident Educator, shall be compensated with an annual stipend in the amount of Five Hundred Dollars (\$500.00), plus Two Hundred Fifty Dollars (\$250.00) for each additional Mentor actually working with an entry level teacher that the Lead Mentor is responsible for supervising up to a maximum of One Thousand Five Hundred Dollars (\$1,500.00).
- c. A minimum of twenty-four (24) hours shall be spent working with the Mentor. The Lead Mentor must document on a time sheet the hours spent supervising a Mentor.
- d. In year three, a Facilitator will work with the Resident Educator, who will be going through the Resident Educator Summative Assessment, and shall be compensated with a stipend in the amount of Three Hundred Fifty Dollars (\$350.00).

4. Training and Release Time – Mentors and Resident Educators

- a. The Board shall provide the Mentors the opportunity to attend training in order to establish and maintain an effective Resident Educator Program.
- b. The Resident Educator shall be provided planning time with his/her assigned mentor in order to obtain the support for professional growth and in order to successfully complete the Resident Educator Program.
- c. The Mentor shall have a minimum of thirty-six (36) hours to work individually with Resident Educators in professional areas as designated and twelve (12) hours to work individually with those teachers described in Section 2.c. All hours must be documented on a time sheet and a summary of the discussions that occurred at each meeting submitted to the Supervisor.

ARTICLE IX – APPLICATION OF AGREEMENT

- A. In the event there is a conflict between a provision of this Agreement and any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, the applicable state or federal law or valid rule or regulations adopted by a federal or state agency shall prevail as to that provision. All other provisions of this Agreement which are not in conflict with any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, shall continue in full force and effect in accordance with their terms.
- B. If, during the term of this Agreement, there is a change in any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, which would invalidate any provision of this Agreement, the parties will meet to negotiate any necessary change in the Agreement relative to the affected provision within sixty (60) days by demand of either party.
- C. If, during the term of this Agreement, there is a change in any applicable state or federal law, or valid rule or regulations adopted by a federal agency or a state agency pursuant thereto, which requires the Board to develop policies that affect the term(s), condition(s) of employment, or working condition(s), then the parties will meet to negotiate the additional term, condition of employment or working condition within sixty (60) days by demand of either party.

ARTICLE X – CREDIT FLEXIBILITY

The Association and the Board agree to the following regarding the offering of a credit flexibility program within the District in accordance with the State Board of Education's credit flexibility plan:

- A. Flexible credit shall only be available to students for courses currently offered by the District in its regular vocational programs.
- B. The Curriculum Supervisor will review and approve/disapprove student Flexible Credit applications.
- C. No teacher shall be required to serve as a teacher of record. Only a teacher who is certified/licensed in the area of flexible credit sought shall be assigned as the teacher of record.
- D. The teacher of record will be paid a stipend of \$200.00 per student for credit sought for work associated with a student's Flexible Credit Plan. Such work shall be accomplished outside of the regular workday/work year. The teacher of record will receive such payment at final course completion whether or not the student earns credit for the course.
- E. The Board's policy on Credit Flexibility shall empower the teacher of record to make the determination about whether credit is/is not granted and what grade is assigned, if

applicable, or level of mastery achieved, if applicable. Further, the Board's policy shall require that any student participating in a Flexible Credit plan of study report at least at minimum, regular intervals with the teacher of record regarding the student's progress. The policy shall also require that the teacher of record and the student identify and agree on the learning outcomes that align with the District's approved curriculum in the context of the student's plan and how those outcomes will be assessed, which shall be documented on a form to be created by the Curriculum Supervisor.

- F. In the event that a student fails to achieve credit and appeals the decision of the teacher of record, such appeal shall go exclusively to the Curriculum Supervisor, whose decision shall be final.

ARTICLE XI – TERM AND EFFECTS OF THE AGREEMENT

- A. The terms of this Agreement will be effective from August 1, 2015, and will continue and remain in full force and effect until July 31, 2018. Negotiations for a successor agreement will commence pursuant to the provisions of this Agreement.
- B. This Agreement represents the full understanding and commitment between the parties. This Agreement may be added to, deleted from, or otherwise changed only by an amendment properly signed by each party.
- C. Copies of this Agreement shall be printed through the cooperation of the Parties and distributed to each employee. The costs of printing shall be shared between the Association and the Board.

For The Association:



Association President



Bargaining Team Member



Bargaining Team Member

For The Board:



Board President



Superintendent



Treasurer

GRIEVANCE REPORT FORM

FORMAL LEVEL – STEP 1.

Grievance # _____ JCVS Teachers Association
Date Filed _____ Building _____
Name of Grievant: _____ Signature _____

I. Date of alleged violation: _____

II. Date of Informal grievance meeting: _____

III. Section or subsection of the negotiated agreement alleged to have been violated:

IV. Statement of Grievance: _____

V. Relief Sought: _____

VI. Disposition of building Director or Supervisor (in writing):

GRIEVANCE REPORT FORM

FORMAL LEVEL – STEP 2.

Grievance # _____

JCJVS Teachers Association

Date Filed: _____

Building _____

Name of Grievant _____

Signature _____

The Grievant is not satisfied with the disposition of the grievance in Step 1.

GRIEVANCE REPORT FORM

FORMAL LEVEL – STEP 3.

Grievance # _____: JCJVS Teachers Association
Date Filed: _____: Building _____
Name of Grievant _____: Signature _____

The Grievant is not satisfied with the disposition of the grievance in Step 2.

JEFFERSON COUNTY J.V.S.D.

TEACHER SALARY SCHEDULE

SCHOOL YEAR 2015-2016

| YRS | B.A. Class II | B.A. + 12 Class III | 150 HOURS Class IV | MA Class V | MA + 30 Class VI |
|-----|--------------------|------------------------|-----------------------|--------------------|---------------------|
| 0 | \$30,607 1.0000 | \$32,079 1.0481 | \$33,668 1.1000 | \$35,198 1.1500 | \$36,728 1.2000 |
| 1 | \$31,932 1.0433 | \$33,463 1.0933 | \$35,076 1.1460 | \$36,689 1.1987 | \$38,219 1.2487 |
| 2 | \$33,258 1.0866 | \$34,846 1.1385 | \$36,514 1.1930 | \$38,185 1.2476 | \$39,710 1.2974 |
| 3 | \$34,583 1.1299 | \$36,230 1.1837 | \$37,956 1.2401 | \$39,682 1.2965 | \$41,200 1.3461 |
| 4 | \$35,908 1.1732 | \$37,613 1.2289 | \$39,397 1.2872 | \$41,179 1.3454 | \$42,691 1.3948 |
| 5 | \$37,233 1.2165 | \$38,993 1.2740 | \$40,836 1.3342 | \$42,678 1.3944 | \$44,181 1.4435 |
| 6 | \$38,562 1.2599 | \$40,377 1.3192 | \$42,277 1.3813 | \$44,175 1.4433 | \$45,672 1.4922 |
| 7 | \$39,887 1.3032 | \$41,760 1.3644 | \$43,716 1.4283 | \$45,672 1.4922 | \$47,162 1.5409 |
| 8 | \$41,212 1.3465 | \$43,144 1.4096 | \$45,158 1.4754 | \$47,172 1.5412 | \$48,653 1.5896 |
| 9 | \$42,538 1.3898 | \$44,527 1.4548 | \$46,599 1.5225 | \$48,668 1.5901 | \$50,143 1.6383 |
| 10 | \$43,863 1.4331 | \$45,911 1.5000 | \$48,038 1.5695 | \$50,165 1.6390 | \$51,634 1.6870 |
| 11 | \$45,191 1.4765 | \$47,294 1.5452 | \$49,476 1.6165 | \$51,665 1.6880 | \$53,125 1.7357 |
| 12 | \$46,517 1.5198 | \$48,674 1.5903 | \$50,918 1.6636 | \$53,161 1.7369 | \$54,615 1.7844 |
| 13 | \$47,842 1.5631 | \$50,058 1.6355 | \$52,359 1.7107 | \$54,658 1.7858 | \$56,106 1.8331 |
| 14 | \$49,167 1.6064 | \$51,441 1.6807 | \$53,798 1.7577 | \$56,155 1.8347 | \$57,596 1.8818 |
| 15 | \$50,492 1.6497 | \$52,825 1.7259 | \$55,240 1.8048 | \$57,654 1.8837 | \$59,087 1.9305 |
| 20 | \$51,692 | \$54,025 | \$56,440 | \$58,854 | \$60,287 |
| 24 | \$52,892 | \$55,225 | \$57,640 | \$60,054 | \$61,487 |

JEFFERSON COUNTY J.V.S.D.

TEACHER SALARY SCHEDULE

SCHOOL YEAR 2016-2017

| YRS | B.A. Class II | B.A. + 12 Class III | 150 HOURS Class IV | MA Class V | MA + 30 Class VI |
|-----|--------------------|------------------------|-----------------------|--------------------|---------------------|
| 0 | \$31,525 1.0000 | \$33,041 1.0481 | \$34,678 1.1000 | \$36,254 1.1500 | \$37,830 1.2000 |
| 1 | \$32,890 1.0433 | \$34,466 1.0933 | \$36,128 1.1460 | \$37,789 1.1987 | \$39,365 1.2487 |
| 2 | \$34,255 1.0866 | \$35,891 1.1385 | \$37,609 1.1930 | \$39,331 1.2476 | \$40,901 1.2974 |
| 3 | \$35,620 1.1299 | \$37,316 1.1837 | \$39,094 1.2401 | \$40,872 1.2965 | \$42,436 1.3461 |
| 4 | \$36,985 1.1732 | \$38,741 1.2289 | \$40,579 1.2872 | \$42,414 1.3454 | \$43,971 1.3948 |
| 5 | \$38,350 1.2165 | \$40,163 1.2740 | \$42,061 1.3342 | \$43,958 1.3944 | \$45,506 1.4435 |
| 6 | \$39,718 1.2599 | \$41,588 1.3192 | \$43,545 1.3813 | \$45,500 1.4433 | \$47,042 1.4922 |
| 7 | \$41,083 1.3032 | \$43,013 1.3644 | \$45,027 1.4283 | \$47,042 1.4922 | \$48,577 1.5409 |
| 8 | \$42,448 1.3465 | \$44,438 1.4096 | \$46,512 1.4754 | \$48,586 1.5412 | \$50,112 1.5896 |
| 9 | \$43,813 1.3898 | \$45,863 1.4548 | \$47,997 1.5225 | \$50,128 1.5901 | \$51,647 1.6383 |
| 10 | \$45,178 1.4331 | \$47,288 1.5000 | \$49,478 1.5695 | \$51,669 1.6390 | \$53,183 1.6870 |
| 11 | \$46,547 1.4765 | \$48,712 1.5452 | \$50,960 1.6165 | \$53,214 1.6880 | \$54,718 1.7357 |
| 12 | \$47,912 1.5198 | \$50,134 1.5903 | \$52,445 1.6636 | \$54,756 1.7369 | \$56,253 1.7844 |
| 13 | \$49,277 1.5631 | \$51,559 1.6355 | \$53,930 1.7107 | \$56,297 1.7858 | \$57,788 1.8331 |
| 14 | \$50,642 1.6064 | \$52,984 1.6807 | \$55,411 1.7577 | \$57,839 1.8347 | \$59,324 1.8818 |
| 15 | \$52,007 1.6497 | \$54,409 1.7259 | \$56,896 1.8048 | \$59,384 1.8837 | \$60,859 1.9305 |
| 20 | \$53,507 | \$55,909 | \$58,396 | \$60,884 | \$62,359 |
| 24 | \$55,007 | \$57,409 | \$59,896 | \$62,384 | \$63,859 |

JEFFERSON COUNTY J.V.S.D.

TEACHER SALARY SCHEDULE

SCHOOL YEAR 2017-2018

| YRS | B.A. Class II | B.A. + 12 Class III | 150 HOURS Class IV | MA Class V | MA + 30 Class VI |
|-----|--------------------|------------------------|-----------------------|--------------------|---------------------|
| 0 | \$32,471 1.0000 | \$34,033 1.0481 | \$35,718 1.1000 | \$37,342 1.1500 | \$38,965 1.2000 |
| 1 | \$33,877 1.0433 | \$35,501 1.0933 | \$37,212 1.1460 | \$38,923 1.1987 | \$40,547 1.2487 |
| 2 | \$35,283 1.0866 | \$36,968 1.1385 | \$38,738 1.1930 | \$40,511 1.2476 | \$42,128 1.2974 |
| 3 | \$36,689 1.1299 | \$38,436 1.1837 | \$40,267 1.2401 | \$42,099 1.2965 | \$43,709 1.3461 |
| 4 | \$38,095 1.1732 | \$39,904 1.2289 | \$41,797 1.2872 | \$43,686 1.3454 | \$45,291 1.3948 |
| 5 | \$39,501 1.2165 | \$41,368 1.2740 | \$43,323 1.3342 | \$45,278 1.3944 | \$46,872 1.4435 |
| 6 | \$40,910 1.2599 | \$42,836 1.3192 | \$44,852 1.3813 | \$46,865 1.4433 | \$48,453 1.4922 |
| 7 | \$42,316 1.3032 | \$44,303 1.3644 | \$46,378 1.4283 | \$48,453 1.4922 | \$50,035 1.5409 |
| 8 | \$43,722 1.3465 | \$45,771 1.4096 | \$47,908 1.4754 | \$50,044 1.5412 | \$51,616 1.5896 |
| 9 | \$45,128 1.3898 | \$47,239 1.4548 | \$49,437 1.5225 | \$51,632 1.5901 | \$53,197 1.6383 |
| 10 | \$46,534 1.4331 | \$48,707 1.5000 | \$50,963 1.5695 | \$53,220 1.6390 | \$54,779 1.6870 |
| 11 | \$47,943 1.4765 | \$50,174 1.5452 | \$52,489 1.6165 | \$54,811 1.6880 | \$56,360 1.7357 |
| 12 | \$49,349 1.5198 | \$51,639 1.5903 | \$54,019 1.6636 | \$56,399 1.7369 | \$57,941 1.7844 |
| 13 | \$50,755 1.5631 | \$53,106 1.6355 | \$55,548 1.7107 | \$57,987 1.7858 | \$59,523 1.8331 |
| 14 | \$52,161 1.6064 | \$54,574 1.6807 | \$57,074 1.7577 | \$59,575 1.8347 | \$61,104 1.8818 |
| 15 | \$53,567 1.6497 | \$56,042 1.7259 | \$58,604 1.8048 | \$61,166 1.8837 | \$62,685 1.9305 |
| 20 | \$55,067 | \$57,542 | \$60,104 | \$62,666 | \$64,185 |
| 24 | \$56,567 | \$59,042 | \$61,604 | \$64,166 | \$65,685 |

effective
Until Jan 1
2017

APPENDIX E

JEFFERSON COUNTY JVS
SUPERMED PLUS

| Benefits | Network | Non-Network |
|--|---|-----------------------------------|
| Benefit Period | January 1 st through December 31 st | |
| Dependent Age Limit | 19 Dependent, 23 Student; Removal upon End of Month | |
| Lifetime Maximum | \$2,500,000 | |
| Benefit Period Deductible ¹ – Single Family ² | \$0 | \$500/\$1,000 |
| Coinsurance | 85% | 65% |
| Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family | \$750/\$1,500 | \$1,500/\$2,500 |
| Physician/Office Services | | |
| Office Visit (Illness/Injury) | \$20 copay, then 100% | 65% after deductible |
| Urgent Care Office Visit | \$25 copay, then 100% | 65% after deductible |
| Immunizations (tetanus toxoid, rabies vaccine, and meningococcal polysaccharide vaccine are covered services) | 100% | 50% after deductible ³ |
| Preventative Services | | |
| Routine Physical Exam | \$20 copay, then 100% | Not Covered |
| Well Child Care services to age nine. Well Child Exams & Well Child Immunizations are limited to a \$500 maximum per benefit period. | \$20 copay, then 100% | |
| Well Child Exam | | |
| Well Child Immunizations | | |
| Well Child Labs | | |
| Routine Mammogram (One per benefit period) | 100% | Not Covered |
| Routine Pap Test (One per benefit period) | 100% | Not Covered |
| Routine PSA, Cholesterol, Colorectal Cancer Screening Tests and Endoscopic procedures | 100% | Not Covered |
| Routine EKG, Chest X-ray, Complete Blood Count, Comprehensive Metabolic Panel, Urinalysis (One each per benefit period) | 100% | Not Covered |
| Outpatient Services | | |
| Allergy Testing | 85% | 50% after deductible ³ |
| Allergy Treatments | 85% | 50% after deductible ³ |
| Diagnostic Services | 85% | 65% after deductible |
| Physical & Occupational Therapies (Institutional & Professional – 40 visits per benefit period) | 85% | 65% after deductible |
| Speech Therapy (Institutional & Professional – 20 visits per benefit period) | 85% | 65% after deductible |
| Chiropractic Therapy (Professional Only – 12 visits per benefit period) | 85% | 65% after deductible |
| Cardiac Rehabilitation (Facility – 20 visits per benefit period) | 85% | 65% after deductible |
| Emergency Use of an Emergency Room ⁴ | \$50 copay, then 100% | |
| Non-Emergency Use of an Emergency Room ^{4,5} | \$50 copay, then 100% | \$50 copay, then 90% |
| Emergency Services | 100% | |

| Benefits | Network | Non-Network |
|--|-----------------------|-----------------------------------|
| Inpatient Facility | | |
| Semi-Private Room and Board | 85% | 65% after deductible |
| Maternity | 85% | 65% after deductible |
| Skilled Nursing Facility – 100 days per benefit period | 85% | 65% after deductible |
| Additional Services | | |
| Ambulance | \$50 copay, then 85% | \$50 copay, then 65% |
| Durable Medical Equipment | 85% | 65% after deductible |
| Home Healthcare | 85% | 50% after deductible ³ |
| Hospice | 85% | 50% after deductible ³ |
| Organ and Tissue Transplants ⁶ | 85% | 65% after deductible |
| Private Duty Nursing (\$1,000 maximum per benefit period) | 85% | 65% after deductible |
| Value Vision | Discount ⁷ | None |
| Mental Health and Substance Abuse | | |
| Inpatient Mental Health/Substance Abuse Services: (30 days per benefit period; Substance Abuse – Limited to three admissions per lifetime) | 85% | 50% after deductible ³ |
| Outpatient: 20 visits per benefit period | \$20 copay, then 100% | 65% after deductible |

Note: Coinsurance expenses incurred for services by a network provider will only apply to the network deductible and coinsurance. Coinsurance expenses incurred for services by a non-network provider will only apply to the non-network deductible and coinsurance.

Services requiring a copayment are not subject to the single/family deductible.

Non-Contracting and facility other providers will pay the same as non-network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

¹Deductible does not apply to network professional services.

²Maximum family deductible. Member deductible is the same as single deductible.

³Not applied to coinsurance out-of-pocket limit.

⁴Copay waived if admitted.

⁵The copay applies to room charges only. All other charges are covered subject to deductible and coinsurance.

⁶The proposed course of treatment for organ/tissue transplants must be pre-determined and approved by a Medical Mutual case manager (except for corneal transplants). Failure to contact Care Management prior to the proposed course of treatment (including the evaluation) will result in a \$5,000 penalty. There will be a \$10,000 non-network penalty for failure to use a SuperMed facility or a Designated Organ Transplant Network provider. The Case Manager may waive this penalty if the proper pre-determination procedures are followed.

⁷A separate Value Vision discount program highlight sheet is available. If SuperMed Vision is purchased, Value Vision will be removed from the base benefit.

**JEFFERSON COUNTY JVS
PRESCRIPTION DRUG PROGRAM**

| Benefits | Copay | Day Supply |
|--|---|-------------------|
| Benefit Period | January 1 st through December 31 st | |
| Dependent Age Limit | Same as Medical | |
| Retail Program with Oral Contraceptive Coverage | | |
| Generic Copayment | 90% | 30 |
| Brand Name Copayment | 80% | 30 |
| Mail Order Program with Oral Contraceptive Coverage | | |
| Generic Copayment | 90% | 90 |
| Brand Name Copayment | 80% | 90 |

OOPL \$1,000

Note: Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

**JEFFERSON COUNTY JVS
SUPERMED PLUS**

January 1, 2017

| Benefits | Network | Non-Network |
|--|---|----------------------|
| Benefit Period | January 1 st through December 31 st | |
| Dependent Age Limit | 26 | |
| Older Age Dependent | 26 | |
| Pre-Existing Condition Waiting Period | Removal upon End of Month | |
| Lifetime Maximum | Does Not Apply | |
| Benefit Period Deductible ¹ – Single Family ¹ | \$500/\$1,000 | \$1,250/\$2,500 |
| Coinsurance | 85% | 65% |
| Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family | \$1,000/\$2,000 | \$2,250/\$4,500 |
| Physician/Office Services | | |
| Office Visit (Illness/Injury) ² | \$30 copay, then 100% | 65% after deductible |
| Urgent Care Office Visit ² | \$30 copay, then 100% | 65% after deductible |
| Immunizations (tetanus toxoid, rabies, meningococcal polysaccharide, HPV, influenza, varicella, MMR, hepatitis B, pneumococcal polysaccharide and zoster (shingles)) | 100% | 50% after deductible |
| Routine Services | | |
| Routine Physical Exam (Ages nine and over) ² | 100% | Not Covered |
| Well Child Care Services including Exam and Immunizations (To age nine) | 100% | Not Covered |
| Well Child Care Laboratory Tests (To age nine) | 100% | Not Covered |
| Routine Mammogram (One per benefit period) | 100% | Not Covered |
| Routine Pap Test (One per benefit period) | 100% | Not Covered |
| Routine Endoscopic Services | 100% | Not Covered |
| Routine Cholesterol, PSA Tests, and Colon Cancer Screening | 100% | Not Covered |
| Routine EKG, Chest X-ray, Complete Blood Count, Comprehensive Metabolic Panel, Urinalysis (Ages nine and over, one each per benefit period) | 100% | Not Covered |
| Outpatient Services | | |
| Surgical Services | 85% | 65% after deductible |
| Diagnostic Services | 85% | 65% after deductible |
| Physical & Occupational Therapy – Facility and Professional (40 combined visits per benefit period) | 85% | 65% after deductible |
| Chiropractic Therapy (Professional Only (12 visits per benefit period) | 85% | 65% after deductible |
| Speech Therapy- Facility and Professional (20 visits per benefit period) | 85% | 65% after deductible |
| Institutional Cardiac Rehabilitation (12 visits per benefit period) | 85% | 65% after deductible |
| Professional Cardiac Rehabilitation | 85% | 65% after deductible |
| Emergency Use of an Emergency Room ³ | \$50 copay, then 100% | |
| Non-Emergency Use of an Emergency Room ⁴ | \$50 copay, then 100% | \$50 copay, then 90% |

| Benefits | Network | Non-Network |
|---|-----------------------|----------------------|
| Inpatient Facility | | |
| Semi-Private Room and Board | 85% | 65% after deductible |
| Maternity | 85% | 65% after deductible |
| Skilled Nursing Facility (100 days per benefit period) | 85% | 65% after deductible |
| Organ Transplants | 85% | 65% after deductible |
| Additional Services | | |
| Allergy Testing and Treatments | 85% | 50% after deductible |
| Ambulance | \$50 copay, then 85% | \$50 copay, then 85% |
| Durable Medical Equipment | 85% | 65% after deductible |
| Home Healthcare | 85% | 50% after deductible |
| Hospice | 85% | 50% after deductible |
| Private Duty Nursing (\$1,000 maximum per benefit period) | 85% | 65% after deductible |
| Mental Health and Substance Abuse | | |
| Inpatient Mental Health and Substance Abuse Services | 85% | 50% after deductible |
| Outpatient Mental Health and Substance Abuse Services (20 visits per benefit period) | \$30 copay, then 100% | 65% after deductible |
| PRESCRIPTION DRUG/PHARMACY BENEFIT | | |
| RETAIL: | | |
| GENERIC MEDICATIONS: 15% of cost for each prescription or refill – 30 day supply | | |
| BRAND NAME MEDICATIONS: 25% of cost for each prescription or refill – 30 day supply | | |
| MAIL ORDER: | | |
| GENERIC MEDICATIONS: 15% of cost for each prescription or refill – 90 day supply | | |
| BRAND NAME MEDICATIONS: 25% of cost for each prescription or refill – 90 day supply | | |
| Maximum Annual Out of Pocket Cost for prescriptions: \$1,000 | | |
| Medical Mutual does not administer your Prescription Drug coverage. This coverage is administered through CVS Caremark®. Contact Caremark Customer Care (telephone number on the back of your Caremark Identification Card) for details regarding your plan. | | |

Note: Services requiring a copayment are not subject to the single/family deductible.

Deductible and coinsurance expenses incurred for services by a non-network provider will also apply to the network deductible and coinsurance out-of-pocket limits. Deductible and coinsurance expenses incurred for services by a network provider will also apply to the non-network deductible and coinsurance out-of-pocket limits.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

¹Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies.

²The office visit copay applies to the cost of the office visit only.

³Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible.

⁴Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.

**VISION CARE PLAN
CLASS 0002**

OME-RESA

This program provides an examination every twelve (12) months and a frame every twenty-four (24) months.

| Examination | VSP Member Doctor | Non-Member Doctor (Copays apply to charges) |
|--|---|---|
| *Examination for glasses | Covered-in-full No Copayment | \$35.00 |
| *Examination for contact lenses | Covered-in-full (excluding evaluation and fitting charges) No Copayment | \$35.00 |
| Lenses (Including sunglass tints) | | |
| *Single Vision Lenses | Covered-in-full | \$25.00 |
| *Bifocal Lenses | No Copayment | \$40.00 |
| *Trifocal Lenses | | \$55.00 |
| *Lenticular Lenses | | \$80.00 |
| Frames | Covered-in-full** No Copayment | \$35.00 |

**Within plan limitations. If you select a frame that costs more than your plan allowance, there will be an additional charge you will pay out-of-pocket. When you visit the VSP member doctor, ask him/her which frames are covered-in-full. The allowance designated by OME-RESA covers the majority of frames on the market and ensures a good choice.

Contact Lenses (In place of spectacle lenses and frames)

| | | |
|----------------------|-----------------|----------|
| *Medically Necessary | Covered-in-full | \$210.00 |
| *Elective | \$105.00 | \$105.00 |

Lens Options

The plan is designed to cover your visual needs rather than elective materials. There will be extra costs involved if you select materials or services which are elective in nature, such as:

| | | |
|--------------------------------|-----------------|-------------------------|
| *Blended or Progressive Lenses | *Special Edging | *Special Lens Materials |
| *Oversize Lenses | *Tints | *Coatings |

Plan Discounts

Patients may now obtain additional pairs of glasses at 20% discount off usual and customary charges. In addition, the plan now offers a 15% discount on contact lens professional services. These discounts are available for 12 months following the patient's last covered eye examination from the VSP member doctor who provided the examination.

Frequency (months)

Exam
12

Lens
12

Frames
24

Copayment

Exam
\$0

Materials
\$0

M. Substitute Position – 60 Days

Any substitute teacher who occupies the same assignment for 59 school days will, on the 60th day, be paid a per diem based on their level of education at Step 0 on the teacher's salary schedule. In addition, the substitute teacher will receive insurance benefits pursuant to Article V set forth hereinafter, however, he/she shall pay one-half of the premium for such insurance. Such employee will also be entitled to sick leave and personal leave for the duration of the assignment. Sick leave will be earned at 1 ¼ days leave per month and personal leave at the rate of 1 day per 3 months to be used as earned. Only earned sick leave from the particular assignment may be used. No other provision of the Negotiated Agreement, except the grievance procedure as applied to the above, will apply to substitute teachers who teach more than 59 school days. The contract of a substitute teacher who occupies the same assignment for fifty-nine (59) days or more shall automatically expire at the end of the school year without further action or notice by the Board of Education.