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# **NEGOTIATED AGREEMENT**

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**between the**

**EHOVE EDUCATION ASSOCIATION**

**and the**

**EHOVE JOINT VOCATIONAL SCHOOL DISTRICT  
BOARD OF EDUCATION**

**Effective from August 1, 2016 through July 31, 2019**

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## **ARTICLE 1 — AGREEMENT**

This Agreement is made and entered into by and between the EHOVE Board of Education, of Milan, Ohio, hereinafter referred to as the “Board” and the EHOVE Education Association, hereinafter referred to as the “Association.”

## **ARTICLE 2 – RECOGNITION**

- A. The Board hereby recognizes the EHOVE Education Association/OEA/NEA as the sole and exclusive bargaining representative for all employees in a bargaining unit defined as follows: All full-time and regular part-time certificated/licensed personnel employed by the Board as classroom teachers, librarians, media specialists, guidance counselors, Job Training Coordinator, CBI and VOSE but excluding from the unit the Superintendent, directors, supervisors, principals, substitute teachers, and all adult education teachers and counselors.
- B. Full-time employees are those employed to perform more than twenty (20) hours per week for a minimum of one hundred twenty (120) workdays or more in a work year.
- C. Part-time employees are those employed to perform 20 hours or less per week or less than one hundred twenty (120) workdays in a work year.
- D. All employees of the bargaining unit as described herein are entitled to all rights, benefits, and privileges of this contract unless otherwise specified.

## **ARTICLE 3 – NEGOTIATIONS PROCEDURES**

- A. Negotiations for a successor negotiated agreement may be initiated at any time after March 1 of the year in which the negotiated agreement is scheduled to expire. The first meeting shall be held not later than April 1 unless otherwise agreed by the parties. The parties shall exchange initial proposals at least five (5) days prior to the first meeting. Each negotiating team shall provide all representatives and observers of the other team with copies of all counterproposals plus one additional copy for the other team. Negotiating teams shall consist of five (5) persons. Each team may also have up to three (3) observers at each negotiations meeting. Observers may be switched with team members at any given time during the course of negotiations.
- B. Resource persons may be present by mutual consent of both parties.
- C. Any item to be negotiated shall be written, including interlineated handwritten changes, in sufficient detail so that if agreement is reached such item can be included in the negotiated agreement. New items may be added after the initial exchange of proposals only upon mutual agreement.

- D. All negotiation sessions shall be in executive session unless the parties waive this section in writing.
- E. Either party may caucus or call for adjournment at any time. At the time of caucus the caucusing party shall estimate the length of time needed for caucus.
- F. Tentative agreement items shall be reduced to writing and initialed by the representatives of each party, but such initialing shall not be construed as final agreement.
- G. All representatives of the Association (per Article 3, Section A) shall sign the ratified agreement on behalf of the Association and the President of the Board and all representatives of the Board (per Article 3, Section A) (excluding Board legal counsel) shall sign the ratified agreement on behalf of the Board.
- H. If agreement is not reached within forty-five (45) calendar days of the initial meeting, either party may request that the Federal Mediation and Conciliation Service (hereinafter "FMCS") provide a mediator to assist the parties. The negotiating procedure set forth in this Article supersedes and takes precedence over any inconsistent time limits or procedures set forth in Section 4117.14 of the Ohio Revised Code, which statutory limits and procedures are hereby mutually waived. Mediation constitutes the parties' mutually agreed upon final and exclusive dispute settlement procedure and shall operate in lieu of any and all settlement procedures set forth in Section 4117.14 of the Ohio Revised Code. This Article does not diminish or preclude the legal right to strike provided that the procedures herein have been followed, mediation has been attempted, the collective bargaining agreement has expired, and the Association has given the Board and the State Employment Relations Board a ten-day prior written notice of an intent to strike.

#### **ARTICLE 4 — NONDISCRIMINATION**

- A. There shall be no discrimination for exercise of employment rights or in the application of this contract because of race, national origin, age, sex, religion, or disability.
- B. All provisions of this contract shall be uniformly applied.

#### **ARTICLE 5 — DUES CHECKOFF**

- A. Teachers may have deducted without charge in accordance with such written authorization as to deduction of same as is executed by each employee and delivered to the Treasurer of the Board one week prior to the second pay of the school year for professional dues, assessments, and EPAC contributions deducted in nineteen (19) equal payments commencing with the second pay after the beginning of the school year.

- B. All monies deducted shall be transmitted to the Association within ten (10) days after the deduction is made. Each transmittal of monies shall provide the Association with the name of each employee for whom the deduction was made and the amount deducted.
- C. Authorized deductions for any employee shall not cease without the Association's approval. In the event an employee leaves employment or initiates an unpaid leave of absence after the beginning of the work year, the Board shall deduct the remaining annual deductions due the Association from his/her final pay.
- D. The Association will hold the Board and its members safe and harmless and will indemnify it and its members against any and all loss, claims, demands, suits, orders, or judgments brought or issue, or other form of liability as shall arise out of or by reason of action taken or not taken by it or its members or that it or its members may sustain under this Article or any findings for wrongful disbursements of any state or federal agency.

### **ARTICLE 6 — ASSOCIATION RIGHTS**

Recognition of the Association as the bargaining agent shall entitle the Association to certain sole and exclusive rights. These rights include, but are not limited to:

- A. **Mailbox Usage** — The Board will permit the Association to use teacher mailboxes for the purpose of dispersing Association material except for Association elections, derogatory materials and libelous materials. The Association will hold the Board and its members safe and harmless and will indemnify it and its members against any and all loss, claims, demands, suits, orders, or judgments brought or issue, or other form of liability as shall arise out of or by reason of action taken or not taken by it or its members or that it or its members may sustain under this Article or any findings for wrongful disbursements of any state or federal agency.
- B. **Bulletin Board Usage** — The Board will permit the Association to use designated space on existing bulletin boards in each teacher center for the purpose of posting Association materials except for Association elections, campaign for recognition, derogatory materials and libelous materials.
- C. **Building Use** — The Association shall have the right to use school buildings upon following the regulations in effect for building use.
- D. **Use of School Equipment**
  - 1. The Board will permit the Association to use on school premises for Association purposes audio visual equipment (excluding video recorder, cameras and television sets), by signing out for no longer than twenty-four (24) hours.

2. The Board will permit the Association to have copies made on the workroom copier only through persons authorized by the Director to use the workroom copier. The Association shall pay a five (5) cents per page copy charge.
  3. Use of equipment and the workroom copier shall be signed for by the Association President or another Association Executive Committee member designated by the Association President.
- E. Monthly Meetings — At the request of either the Association President or Superintendent, a monthly meeting will be held between the Association President or his/her designee and the Superintendent or his/her designee. Any issue either having been the subject of a grievance proceeding or in the process of being grieved may not be the subject of the monthly meeting. It is understood that failure to reach a resolution of the problem shall not be deemed a violation of the within agreement, nor does the within provision obligate the Board to accommodate the Association.
- F. Notification of School Board Meetings — A copy of the Board agenda, as sent to the press, shall be provided, by email or inter-office mail or U.S. mail during the summer break, to the President of the Association at the same time it is mailed to members of the Board. A copy of all official approved Board minutes will also be provided, by email or inter-office mail or U.S. mail during the summer break, to the Association President.
- G. Board Meetings — The Association President, or his/her designee in the Association President's absence, shall be treated in the same manner as the press as to seating at meetings, receipt of agendas and other information and materials prior to, during and after any given Board meeting. The cost to the Association will be the same as the cost to the press, if any. Representatives of the Association will be permitted to speak at Board meetings.
- H. Orientation — The Administration shall schedule during orientation day thirty (30) minutes within which the Association may speak to the new teaching members of the staff.
- I. Copies of Contract — The Administration will provide a copy of this negotiated agreement to each professional staff member within thirty (30) calendar days of the ratification of this agreement by both parties or at the time of employment, whichever shall occur later.
- J. Copying Costs

The Board shall furnish to the Association upon request any existing public documents at the cost of \$.10 per page except that public documents requested for the purpose of negotiations shall be furnished to the Association at no cost.

K. Association Leave

The Association shall be entitled to release time to conduct Association business at the request of the Association President. Such leave will be at no cost to the Association and no loss of pay or leave time to the member. Such leave shall be limited to grievance and arbitration hearings, meetings which may result in disciplinary action to a member, OEA representative assemblies (no more than 2 delegates to attend each assembly meeting not to exceed 2 assembly meetings per year) and OEA district meetings (no more than 2 members to attend 4 quarterly meetings per year). Association leave for more than four members at one time is subject to the Superintendent's prior approval.

L. Right to Fair Share Fee

1. Payroll Deduction of Fair Share Fee

The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the EHOVE Education Association, a fair share fee for the Association's representation of such non-members during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining. This Article shall not apply to employees hired on or before August 14, 1986, unless they voluntarily become members of the Association.

2. Notification of the Amount of Fair Share Fee

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

3. Schedule of Fair Share Fee Deductions for All Fair Share Fee Payors

Payroll deduction of such fair share fees shall begin at the second payroll period in January except that no fair share fee deductions shall be made for bargaining unit members employed after October 31 until the second paycheck.

4. Schedule of Fair Share Fee Deductions Upon Termination of Membership During the Membership Year

The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be

deducted shall be the annual fair share fee, less the amount previously paid through payroll deduction.

5. Transmittal of Deductions

The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

6. Procedure for Rebate

The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitution of the United States and the State of Ohio.

7. Entitlement to Rebate

Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

8. Indemnification of Employer

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

- a. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed.
- b. The Association shall reserve the right to designate the counsel offered to represent and defend the Employer. However, this provision shall not prevent the Employer from employing (at its own expense) to assist the Association-designated counsel if requested. Furthermore, the Association agrees that counsel it designates to represent the Employer shall accept and act upon the Board's reasonable instructions and recognize his/her primary obligation to his/her client. The Association will not designate a counsel to defend the Board in a fair share fee case if this counsel is currently involved in litigation against the Board in any other case.

- c. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs *amicus curiae* in the action.
- d. The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

M. Distribution of Board Policies

The Association shall be sent electronic copies of any new or amended policies adopted by the Board not less than ten (10) calendar days after the Board meeting where action approved such policy.

**ARTICLE 7 — BOARD'S RIGHTS**

- A. The Board retains, solely and exclusively, all its inherent rights, functions, duties, and responsibilities with the right to determine and make decisions on all terms and conditions of employment and the manner in which the operations of the School will be conducted except where those rights are clearly, expressly and specifically limited in this agreement including but not limited to: the right to manage and control school properties and facilities, personnel, curriculum, and to take such action as it deems necessary to maintain efficiency in the operation of the school system.
- B. The Board hereby retains and reserves unto itself, without limitations, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, including the rights specified in Section 4117.08(C) and the Constitution of the United States subject to the specific terms of this Agreement.
- C. The Board shall have no obligation to bargain collectively with respect to the exercise of any rights reserved to and retained by it pursuant to either O.R.C. 4117.08(C) or any provision of this agreement.

**ARTICLE 8 — GRIEVANCE PROCEDURE**

A. Definitions

- 1. A "grievance" means:

- a. A complaint that there has been a violation or misapplication of the written contract, except those allegations pertaining to Article 10 as to professional leave, each of which shall not be the subject of the grievance procedure or arbitration.
  - b. A complaint that the teacher or the Association has been treated inequitably by an act or condition contrary to Board policy.
  - c. The term “grievance” shall not include Board policy, matters where the Board is without authority to act, or where conformance is required by State or Federal Law.
2. The “aggrieved person” or “grievant” means the one making the complaint alleging a grievance whether he/she be a teacher, several teachers jointly, the Association, or the Board.
  3. In this Grievance Procedure, the term “days” means school days. In the event the school year has terminated in June, “day” shall also include any normal workday.
  4. Elsewhere in this agreement days shall mean calendar days, but any time limit ending on a Saturday, Sunday, or legal Holiday shall be extended to the next day which is not a Saturday, Sunday or legal Holiday.

**B. Procedures**

1. A teacher or group of teachers with a grievance as defined in section (a) of the grievance definition shall use the following grievance and arbitration procedures through Step 5.
2. A teacher or group of teachers with a grievance as defined in section (b) of the grievance definition shall use the following grievance procedures through Step 4 and then shall be able to present a Section (B) Grievance to the Board of Education only. The decision of the Board shall be final and binding upon the parties.
3. Step 1

A teacher with a grievance may initiate this procedure: He/she must approach the administrator and/or supervisor immediately concerned within twenty (20) days of the alleged grievance and discuss the matter in his/her own behalf. The administrator and/or supervisor will answer the teacher within five (5) days. He/she may request that a representative of the Association, or a consultant, may accompany him/her in approaching the administrator and/or supervisor; and the Association representative or consultant may speak on behalf of the aggrieved person if desired. If he/she has a person with him/her, then the administrator

and/or supervisor must be allowed another person with him/her. To initiate this procedure the grievance need not be in writing.

4. Step 2

- a. In the event that Step 1 is unsuccessful, the teacher may file a written grievance within five (5) days. The Formal Grievance Form (Appendix A) shall be completed in three copies, one (1) copy for the aggrieved, one (1) copy for the Association, and one (1) copy for the administrators and Board. Filing shall be done by the use of certified mail, return receipt requested or hand delivery, and shall be complete upon receipt by the employer.
- b. Within five (5) days after notification to the administrator and/or supervisor involved, there shall be a mutually agreed-to meeting. At this meeting the administrator and/or supervisor, the aggrieved, and an Association representative may be present. The disposition rendered shall be given in writing on the Formal Grievance Form and given to the three (3) parties involved within five (5) days of the meeting.
- c. If the grievant fails to forward the Formal Grievance Form to the principal (hereinafter the Executive Director where principal is direct supervisor) within five (5) days after receiving the disposition from the administrator and/or supervisor, the grievance shall be considered waived.

5. Step 3

If the teacher is not satisfied with the disposition of the grievance, or if no disposition has been made within the specified time limits, the grievant shall submit the Formal Grievance Form to the principal. Within five (5) days the principal shall meet with the grievant and his/her representative. Within five (5) days of the meeting the principal shall indicate in writing on all copies his/her disposition by completing his/her portion of the Formal Grievance Form, Step 3. If the grievant fails to forward the Formal Grievance Form to the Superintendent within five (5) days after receiving the disposition from the principal, the grievance shall be considered waived.

6. Step 4

- a. If the teacher is not satisfied with the disposition of the grievance, or if no disposition has been made within the specified time limits, the grievant shall submit the Formal Grievance Form to the Superintendent. Within five (5) days the Superintendent shall meet with the grievant and his/her representative. Within five (5) days of the meeting the Superintendent shall indicate in writing on all copies his/her disposition by completing his/her portion of the Formal Grievance Form, Step 4.

- b. If the grievant fails to forward the Formal Grievance Form to the Treasurer of the Board within (5) days after receiving the disposition from the Superintendent, the grievance shall be considered waived.

7. Step 5

- a. If the grievant is not satisfied with the disposition at Step 4 or if no disposition is given at Step 4, the grievant may request the Association to appeal to arbitration. If the Association Executive Committee approves, the Association President shall serve a Notice to Arbitrate on the Treasurer within five (5) days of the meeting described in Step 4, and within ten (10) days of the said meeting, file an application for arbitration of a grievance with the American Arbitration Association, Southfield, Michigan.
- b. The Arbitrator shall be selected from a list of seven (7) names provided by the American Arbitration Association in accordance with its rules and regulations.

C. Powers of Arbitrator

1. The arbitrator's powers shall be limited to deciding whether the Board or administration has violated or misapplied the specific provisions of this contract. The arbitrator shall have no power to add to, delete, disregard, alter or modify any of the terms of this contract. The decision of the arbitrator shall be final and binding on the Board, the Association and the grievant.
2. If the arbitrator reviews disciplinary records contained in an employee's personnel file beyond four (4) years, the evidence will be considered as *de minimis* except when the offense relates directly to the infraction or rule involved and is of such a serious nature that the arbitrator feels that it is appropriate to consider it.
3. The expense of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them.

D. Miscellaneous

1. If an individual teacher has a complaint which he/she desires to discuss with his/her immediate supervisor, he/she is free to do so without recourse to the grievance procedure. If, however, a formal grievance procedure is undertaken and the teacher desires Association representation, then it shall be the responsibility of the teacher to notify the Association. No adjustment of a grievance shall be inconsistent with the terms of this agreement.
2. All documents, communications, and records dealing with the processing of a grievance must be filed separately from the personnel file of the participant.

3. The Board upon request in writing by the grievant agrees to make available to any grievant information not privileged under law and not out of its work product which is relevant to the issue raised in the grievance.
4. If a grievance involves a disciplinary suspension or in the judgment of the Association a grievance affects a group or class of teachers they may submit such grievance within the time limits specified in Step 1 above in writing to the Superintendent directly, bypassing Steps 1, 2, and 3 of the grievance procedure. The processing of such grievance will commence at Step 4 of the grievance procedure. The Association may initiate such a grievance even though the aggrieved person, group or class of teachers do not wish to do so (subject to the support of the Association).
5. The aggrieved person and person charged with the grievance shall have the opportunity to be present at Step 2, 3, 4 and 5 of the grievance procedure. If the grievance is such that more than one person is included, then only one person within the class of aggrieved people shall be entitled to be present for all the steps.

#### ARTICLE 9 — JUST CAUSE

- A. No employee shall be disciplined, terminated, nonrenewed (except as prescribed by Article 13, Sections F and G of this agreement) or suspended except for just cause. Principles of progressive discipline shall be followed. The usual progressive discipline steps consist of:
  1. First step – Document (date and infraction) verbal
  2. Second step – Formal written
  3. Third step – Suspension
  4. Fourth step – Termination
- B. Employees proceed through the progressive disciplinary steps based on infractions of a continuing or related nature. The parties recognize that it is not always appropriate to follow the progressive discipline steps. In some cases the offense may be of such a serious nature that immediate suspension or termination is warranted, while in other cases several written warnings or suspensions may be appropriate. Under no circumstances shall a bargaining unit member be disciplined before the supervisor involved has discussed the matter and the facts involved with the bargaining unit member.
- C. All appeals of action taken under this Article except termination shall be through the grievance procedure. Termination shall be in accordance with O.R.C. §3319.16 and is not grievable.

## ARTICLE 10 — LEAVES

### A. Sick Leave

1. All accumulations of unused sick leave credits heretofore accrued under prior laws and policies shall remain to the credit of the sick leave account of each employee on the effective date of this plan. Accrued credits shall be allowed to employees transferring their employment from other boards of education or other political subdivisions of Ohio, provided said credits have been computed under the minimum requirements of the laws of the State of Ohio.
2. On reporting to duty, each new employee with no accumulated sick leave shall be credited with five (5) days sick leave.
3. At the completion of each month thereafter, 1-1/4 days of sick leave shall be credited to the sick leave account of the employee for the actual number of months of service rendered and for which the employee was paid, except where such sick leave credit extends the accumulated total sick leave beyond the maximum number of 330 days.
4. Sick leave shall be allowed personnel for periods not to exceed their accumulated sick leave account, but with the limitations hereinafter stipulated, and for the following causes:
  - a. Sick Leave may be used, upon the approval of the office of the Superintendent, for absences necessitated by personal illness or injury, including any disabling condition caused by pregnancy, by exposure to a communicable disease, or by illness, injury or death in the employee's immediate family. Definition of immediate family shall include:
    - a person residing in the home of the employee who is a member of the family
    - employee's spouse
    - employee's child or step-child
    - employee's sibling or step-sibling
    - court appointed foster child
    - employee's parents
    - employee's in-law parent
    - employee's grandparent or step-grandparent
    - employee's grandchild or step-grandchild
  - b. For anyone not listed above, the employee shall communicate a need for leave and may be considered by the office of the Superintendent on a situation by situation basis for consideration. The decision of the Superintendent (as described in the previous paragraph) on the granting of sick leave shall not be subject to the Grievance procedure or Arbitration.

- c. Death of a father-in-law, mother-in-law, or close relative – five (5) days for each such death;
  - d. Death of an aunt, uncle, or step-grandparent – two (2) days for each such death;
  - e. Death of a close friend, distant relative, or neighbor – one (1) day for each such death, not to exceed four (4) days per year;
  - f. Illness or other serious medical emergency of in-laws bearing any previously mentioned relationships set out in “a” above, living in a separate household which necessitates the employee’s personal presence and attention, but such sick leave may be granted at the office of the Superintendent after due application therefore to him/her and in no event may the Superintendent grant more than ten (10) days per year.
5. For each absence, the bargaining unit member must complete the established absence reporting procedure as outlined in the staff handbook within seven working days after the absence. If the absence is not reported in accordance with the foregoing, disciplinary action may occur, through the appropriate procedure, in accordance with Article 9.
  6. Days taken as sick leave during a teacher’s extended time, for teachers who have less than 20 days extended service will not be charged to sick leave but must be made up without additional compensation at a time mutually agreed between the employee and the Superintendent or his designee.

**B. Catastrophic Leave**

1. Individual employees may donate up to five (5) days of sick leave to each eligible applicant. Employees with less than fifty (50) days of accumulated sick leave shall not be eligible to contribute.
2. A committee composed of two Board-appointed members and two Association-appointed members will make a determination by majority based on the following criteria. If the committee is tied the Superintendent shall make the final decision.
  - a. The employee must have experienced a personal catastrophic illness or injury or a member of the immediate family (defined for purposes of this Section as only spouse or child) must have experienced a catastrophic illness or injury which has exhausted or will exhaust the employee’s sick leave, advanced sick leave, and all forms of paid leave.

- b. The total use of the Catastrophic Leave Assistance Program shall not exceed the employee's current contract or current school year, nor shall it exceed thirty (30) days.
- c. The maximum number of donated days an individual may receive will be determined on a case-by-case basis by the leave committee.
- d. All requests will be subject to the responses of the bargaining unit members who wish to make donations to an individual approved by the committee.
- e. All donations of sick leave by staff members will remain confidential to the extent permitted by law and must be submitted to the Treasurer on the proper form.
- f. Employees requesting consideration for the Catastrophic Leave Assistance must complete the request on the proper form and submit one copy to the Superintendent and one copy to the Association President. The forms will be made available through the central office. Approval and donation of sick leave days will occur within ten (10) school days of submission of the request.
- g. Denial of a request for donations is not subject to the grievance procedure.
- h. Donated leave may not be used for pregnancy, injuries related to personal drug or alcohol use, or a chronic injury/disease that is not life threatening or is manageable (e.g.) high blood pressure, diabetes, chronic back pain, migraine headaches, etc.
- i. Donated leave may not be used to increase retirement compensation or severance, nor shall it prevent or prolong an application for/receipt of disability retirement.
- j. No recipient of donated leave shall earn additional sick leave, personal days, or any other form of leave while using donated leave.
- k. The applicant shall provide medical documentation of the need for donated leave.
- l. Examples of a catastrophic illness or injury include, but are not limited to: multiple fractures, amputation of a limb, AIDS, ALS, cancer, cerebral palsy, muscular dystrophy, a condition causing paralysis, a rare disease, a severe burn involving over twenty percent (20%) of the body, a severe head injury requiring hospitalization, spinal cord injury, heart attack, stroke, etc.

m. If eligible, the applicant must also apply for disability retirement.

C. Severance

1. Any bargaining unit member who is eligible to retire according to the standards of the State Teachers Retirement System, and shows proof of retirement to the Treasurer, and who has ten (10) years of STRS service and five (5) years of service in the District, shall be paid in cash for twenty-five percent (25%) of his/her accrued but unused sick leave.
2. Total accrued sick leave is defined in Article 10(A) – Sick Leave.
3. In addition to the above, anyone who retires during this Agreement shall be paid in cash Two Hundred Twenty-Five Dollars (\$225) for every year of service with the EHOVE Board of Education.
4. Request for payments of any amounts due under this Paragraph C may be made in writing to the Treasurer's office within the 30-day period prior to retirement and at any time after retirement. Payment of severance pay will be made within 30 days after receipt of the request (with the date of payment to be determined by the Treasurer).
5. Teachers who give a letter of resignation for purposes of retirement to the Superintendent by October 1, for retirement during or at the conclusion of the current school year, shall receive a payment of \$2,000.00 in addition to severance calculated in this Section, upon proof of actual retirement.

D. Professional Leave

Professional leave may be granted at the Superintendent's sole discretion for clinics, home school visits or professional meetings including NEOEA day during the school year with the following conditions and obligations:

1. No loss of pay if on a school day;
2. Reasonable travel expense at the current I.R.S. rate per mile determined via shortest route from EHOVE to destination;
3. All or a portion of the cost of bus, air, or rail fare;
4. Lodging expenses providing they are reasonable and attendance at the meeting demands staying overnight. The cost of safe parking will be reimbursed. Actual lodging receipts and parking receipts when available must be presented to the office of the superintendent with the reimbursement claim form;

5. Meals – up to Thirty-five Dollars (\$35.00) per day in-state and Fifty Dollars (\$50.00) per day for out-of-state, when breakfast and dinner is required; reimbursement for meals will not be provided where meals are provided as part of the function the teacher is attending.
6. The cost of all registration fees and other necessary filing fees;
7. The cost of tests or exams relevant to the instructor's course of study, or any other approved educational purpose, would be reimbursed by the Board upon preapproval and upon evidence of successful completion.
8. Written report on the professional meeting will be submitted to the Treasurer on each case; and
9. If the Superintendent granted any of the foregoing reimbursement, a reimbursement claim must be filed with the Treasurer prior to receiving payment therefore, along with the original request for attendance approved by the Superintendent. The decision of the Superintendent on the granting of professional leave shall not be subject either to the Grievance procedure or Arbitration.

E. Personal Leave

1. Each employee is entitled to three (3) personal days per school year upon written request to the office of the superintendent without regard to reason. One week advance notice must be given except in emergency situations. When possible, twenty-four (24) hour notice is preferred.
2. These personal days shall not be deducted from sick leave and may not be used a day prior to or a day following a school holiday or vacation period or professional day.
3. No more than six percent (6%) of the teaching staff, nor more than fifty percent (50%) of a program, academic department or cluster requiring substitutes may take personal leave at any one time, except in extraordinary circumstances.
4. Personal leave will be considered in the order of application therefor.
5. Personal leave shall not be granted for such purposes as seeking employment or gainful employment other than for the EHOVE Board of Education or during extended time.

F. Assault Leave

1. A teacher who is absent from work due to a physical disability resulting from a physical assault which occurred in the course of Board employment while

performing Board approved duties shall be eligible to receive assault leave for the period of disability not to exceed fifteen (15) school days.

2. To be entitled to this leave, and in order for the leave not to be charged to sick leave, the following requirements must be met:
  - a. The incident must be reported to the teacher's supervisor as soon as possible after the incident occurred. In the absence of the teacher's supervisor, the incident must be reported to any other school administrator.
  - b. A written report must be filed with the Superintendent which indicates the nature of the injury, the date of its occurrence, the name of the individual(s), if known, the facts surrounding the assault and a list of witnesses, if any. Said report shall be filed within one (1) school day for the assault or, when the employee is unable to file the report because of disability due to assault, as soon as the employee is able.
  - c. A certificate from a licensed physician stating the nature and duration of the disability and the necessity of absence from regular employment.
  - d. A criminal complaint must be filed against the individual(s) who committed the assault.
3. Provided all the requirements set forth in Paragraph 2 are met, assault leave shall not be charged against sick leave.

G. Jury Duty/Subpoena as a Witness Leave

1. When it becomes necessary for an employee to accept jury duty, the employee will receive full compensation provided written proof of length of duty from the bailiff of the court is presented to the Treasurer. Such leave shall not be deducted from any other type of leave.
2. Employees who are subpoenaed to appear in court as a witness because of the performance of their employment duties in the School District will be provided full compensation. Leave will not be deducted from any other type of leave.
3. An employee who is required to attend any hearing, pre-trial hearing or status call involving a claim of liability against such employee for alleged conduct or misconduct within the scope of the employee's employment shall be provided release time with full compensation to attend such proceedings. Additionally, such employee shall be given release time when his/her deposition is taken in connection with such claim. Leave will not be deducted from any other type of leave.

#### H. Calamity Days/Leaves

On days when school is closed due to inclement weather or other unforeseen event ("Calamity Days"), teachers shall not be required to report to work and will not be docked pay. Makeup days shall not be scheduled if the number of Calamity Days in a school year does not exceed five (5) school days. All Calamity Days in excess of five (5) school days in any school year shall be made up in that school year as indicated on the school calendar, up to a maximum of 184 days in accordance with Article 28. The school calendar shall be provided to members by April 30<sup>th</sup> of each school year. Under any circumstance, school days and hours shall be made up to the extent necessary to comply with the minimum hours of instruction required for students by state law.

No type of leave will be deducted from any employee on Calamity Days (e.g. pre-scheduled personal and sick leave will not be deducted from an employee should a Calamity Day occur on that day).

### ARTICLE 11 — EVALUATION

- A. Teacher evaluations will be in accordance with Board Policy, the Ohio Revised Code, Ohio Department of Education standards, and the procedures listed in this Agreement.
- B. Teachers not fitting the definition in Board Policy shall be evaluated under the same procedures and guidelines in the Teacher Evaluation Board Policy except they will be exempt from Student Growth Measures. For teachers, who spend less than 50% of his/her time providing student instruction, one-hundred percent (100%) of the effectiveness rating will be attributed to Teacher Performance through process based upon the *Ohio Standards for the Teaching Profession*. School counselor evaluations will be in accordance with Board Policy, the Ohio Revised Code and Ohio Department of Education standards.
- C. Evaluators and teachers will utilize the evaluation tools, components, and calculation system found in OTES as adopted by the Ohio Department of Education.
- D. Credentialed evaluator will conduct evaluations. The evaluator shall be the employee's direct supervisor, unless unforeseen circumstances occur (e.g. illness). Not later than September 1<sup>st</sup> of each year, or within fifteen (15) days of the first day worked or reassigned in the case of a new hire or a reassigned teacher, the teacher will be notified in writing or e-mail of the name of his/her evaluator.
- E. To assess Teacher Performance on Standards, evaluators will use evidence gathered by two formal observations of at least 30 consecutive minutes and walkthroughs, in the following manner:
  - 1. Except for those teachers described in Section 1(e), teachers shall be evaluated at least once annually. Each formal evaluation will consist of two observations.

- a. One observation shall be conducted during the first half of the school year and the other observation shall be conducted during the second half of the school year. There shall be at least four (4) weeks between observations for teachers on an Improvement Plan and at least two (2) weeks between observations for all other teachers. Observations will not be conducted the first or last week of the school semester or the day before or after the following: a school holiday or any approved leave of absence of three (3) or more consecutive days.
- b. Each observation shall be preceded by a pre-observation meeting.
- c. All teacher evaluations shall be completed by the first day of May. Each teacher subject to this Article shall be provided with a written copy of the evaluation results and an evaluation conference shall be conducted, by the tenth (10) day of May. The evaluator shall meet with the teacher within ten (10) school days after an observation in order to provide the teacher an opportunity to explain plans and objectives for the class that was observed and to provide evidence for the work situation that was observed. At a post-observation meeting, the evaluator shall provide the teacher a written copy of the Teacher Performance Evaluation Rubric completed to date for the teacher and shall review with the teacher all evidence indicated on the Rubric. The teacher may submit to the evaluator within five (5) school days after a post-observation meeting and/or the evaluation conference further evidence for review by the evaluator. Each teacher shall be given a copy of his/her final Rubric at the evaluation conference once the evaluation is completed. Each teacher's final Rubric shall be included in his/her personnel file and considered a public record.
- d. For those teachers who are on limited contracts pursuant to ORC 3319.11 and who are under consideration for nonrenewal, one evaluation consisting of at least three formal observations must be conducted annually by the 15<sup>th</sup> day of April. Each teacher on a limited or extended limited contract shall be provided with a written copy of the evaluation results and an evaluation conference shall be conducted by the first day of May.
- e. (i) The Board shall evaluate each teacher who received a rating of "Accomplished" on the teacher's most recent evaluation conducted pursuant to this Article once every three years, so long as the teacher's student academic growth measure, for the most recent school year for which data is available, is average or higher, as determined by the Ohio Department of Education. Any triennial evaluation conducted under this provision must be conducted and completed by the first (1<sup>st</sup>) day of May, and the teacher shall be provided with a written copy of the evaluation results by the tenth (10<sup>th</sup>) day of May.

(ii) The Board shall evaluate each teacher who received a rating of “Skilled” on the teacher’s most recent evaluation conducted pursuant to this Article once every two years, so long as the teacher’s student academic growth measure, for the most recent school year for which data is available, is average or higher, as determined by the Ohio Department of Education. Any biennial evaluation conducted under this provision must be conducted and completed by the first (1<sup>st</sup>) day of May, and the teacher shall be provided with a written copy of the evaluation results by the tenth (10<sup>th</sup>) day of May.

(iii) In any year that a teacher is not formally evaluated as a result of receiving a rating of “Accomplished” or “Skilled” on the teacher’s most recent evaluation, an evaluator shall conduct at least one (1) observation of the teacher and hold at least one (1) conference with the teacher.

f. The Board elects not to conduct an evaluation of a teacher who meets one of the following requirements:

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

(2) The teacher has submitted notice of retirement and that notice has been accepted by the Board not later than the first (1<sup>st</sup>) day of December of the school year in which the evaluation is otherwise scheduled to be conducted.

g. Improvement Plans shall be developed jointly by teachers and evaluators in September of each year. Teachers shall submit draft Professional Growth Plans to their evaluators by the thirtieth (30<sup>th</sup>) day of September of each year.

2. Walk-throughs will be conducted as follows:

a. The evaluator should seek to minimize disruption of the learning environment when conducting a walk-through. Walk-throughs will be no more than 15 minutes in length.

b. Walk-throughs shall be documented on the appropriate ODE form.

c. The walk-through form shall be completed and a copy given to the teacher within five (5) school days.

d. In a year in which a teacher is to be evaluated, a minimum of 3 walk-throughs but not more than 5 walk-throughs shall be conducted for the teacher. Walk-throughs for a teacher will not occur on consecutive school days.

- F. Student Growth Measures shall be determined in accordance with Board Policy, ODE Regulations and the Ohio Revised Code.
- G. Should a teacher disagree with an evaluation, the teacher may file a written response within 15 calendar days of receipt of the evaluation, which shall be attached to the evaluation.
- H. Comparable evaluations for purposes of this Article and Article 15 are defined as follows:
  - 1. All teacher evaluations with a final summative rating of Accomplished or Skilled shall be deemed comparable, all teacher evaluations with a final summative rating of Developing shall be deemed comparable, and all teacher evaluations with a final summative rating of Ineffective shall be deemed comparable.
  - 2. The above definitions of comparable evaluations do not apply to performance based non-renewals under Article 13, or discipline/termination under Article 9.

#### **ARTICLE 12 — PERSONNEL FILE**

- A. Employees will receive a copy of all materials that are being placed by the Administration in the official personnel file other than the material originally supplied as confidential prior to the employee's hire. Additionally, the employee shall sign and date all materials that are being placed by the Administration in the official personnel file. Such signature does not indicate agreement with the content, but indicates only that the material has been reviewed by the employee prior to its placement in the file.
- B. A teacher will have the right to view the contents of his/her official personnel file during the normal workday during employment by the Board and with prior notification to and appointment with the Treasurer. He/she shall furthermore be entitled to place rebuttal material in the file concerning items which he/she views as derogatory provided he/she signs and dates the rebuttal. A representative of the Association shall be permitted, at the member's request; to view a teacher's official personnel file provided the teacher signs a form authorizing him/her to do so.
- C. Teachers shall be informed of any complaint by a parent and/or student which is directed toward them when it is placed in the official personnel file.
- D. Anonymous letters or materials shall not be placed in the official personnel file.
- E. A member shall be entitled to a copy, at his/her expense, of any material in his/her file except for material originally supplied to the Administration as confidential previous to his/her employment.

- F. An employee shall be notified in a timely fashion of any request(s) to view the contents of the employee's personnel file.
- G. Information in the personnel file may be removed upon mutual agreement of the professional staff member and the administrator making the entry, or the Superintendent.

### ARTICLE 13 — NONRENEWAL

- A. Except for new employees governed by Sections F and G below, no bargaining unit employee shall be non-renewed until evaluation of performance indicates non-renewal is appropriate, the employee has had reasonable notice in the evaluation documents of performance deficiencies, and has been given a reasonable opportunity to correct such deficiencies. The specific reason(s) for the non-renewal of a bargaining unit member's contract shall be given to the bargaining unit member by the Superintendent in writing by May 15 and prior to any Board action on the bargaining member's contract. Nonrenewal shall be for just cause, except as prescribed by Sections F and G below.
- B. If the teacher desires a hearing before the Board to discuss the non-renewal, he/she shall notify the Treasurer in writing within five (5) days from the receipt of the notification by the Superintendent. Said teacher shall be notified in writing of the date, time, and place of the hearing within seventy-two (72) hours after the request for the hearing has been received by the Treasurer. The hearing shall be held not later than June 15. The teacher shall have the right to have counsel designated by the Association at the hearing. The hearing is to be private unless it is requested by the teacher to be public. The hearing shall be confined to the grounds given for the non-renewal of the contract. If the teacher does not make a timely request for a Board hearing, the Board may act on the nonrenewal and must give written notice of nonrenewal to the teacher not later than May 31.
- C. Within five (5) days of the date of the hearing, the Board shall render a written decision to the teacher specifying its disposition with regards to its action on the non-renewal. If the disposition is in favor of non-renewal, the Board's written decision shall constitute the written notice to the teacher of the Board's intention not to renew the teacher's contract. If the disposition is for reemployment, all references to the non-renewal will be removed from the employee's personnel file.
- D. A bargaining unit member who has been notified of the intent to non-renew or intent not to grant tenure if the individual is qualified, has the right to undertake with his/her representative a complete review of his/her own personnel file. No bargaining unit employees shall be non-renewed for reduction in force purposes.
- E. After the Board hearing, the Association may submit to the grievance procedure at step 5 (arbitration) the question of whether there is just cause for nonrenewal. The remedy shall be left to the arbitrator's discretion.

- F. Upon being initially hired by the Board, the first two (2) years of employment of a bargaining unit member shall be under a series of one-year limited contracts which may be nonrenewed by giving the employee written notice of nonrenewal not later than April 30. There are no other requirements applicable under this Agreement to nonrenewal of the new employees. The only appeal from nonrenewal which is available to the new employee is use of the grievance procedure at step 5 (arbitration) to challenge whether a timely notice of nonrenewal had been given.
- G. Any teacher unable to secure a license within four (4) years of employment shall have their contract terminated. The only appeal rights to this termination shall be through the negotiated grievance procedure where the only issue is whether the teacher was given proper notice of termination. Such terminations shall not be arbitrary or capricious.
- H. This Article supersedes O.R.C. §§3319.11 and 3319.111.

#### **ARTICLE 14 — SENIORITY**

##### **A. Seniority Defined**

Seniority shall mean the length of continuous employment in the district as follows:

1. Seniority shall begin to accrue from the first day worked in the district of the most recent period of continuous service.
2. Seniority shall accrue for all time an employee is on active pay status or is receiving workers' compensation benefits.
3. Time spent on inactive pay status (unpaid leave or layoff) shall not contribute to the accrual of seniority but shall not constitute a break in seniority.
4. Full-time employees shall accrue one (1) year of seniority for each year worked as determined by the minimal full-time standard as defined by this contract.
5. Part-time employees shall accrue seniority pro-rated against the minimal full-time standard as defined by this contract.
6. No employee shall accrue more than one (1) year of seniority in any work year.

##### **B. Equal Seniority**

1. A tie in seniority shall occur when two (2) or more employees have the same amount of seniority credit as determined by the seniority list.
2. Ties in seniority shall be broken by the following method to determine the most senior employee:

- a. The employee with the first day worked; then
- b. The employee with the earliest date of employment (date of hire); then
- c. By lottery, with the most senior employee being the one whose name is drawn first etc. This procedure shall be implemented in the presence of a designated Association representative.

C. Superseniority

1. For layoff purposes only, employees employed under continuing contract shall have greater seniority than employees employed under limited contract.
2. For layoff purposes only, the Association president shall be the most senior employee in the bargaining unit.

D. Loss of Seniority

Seniority shall be lost when an employee retires or resigns; is discharged for cause; or otherwise leaves the employment of the Employer.

E. Posting of Seniority List

1. The seniority list shall be posted twice annually, by October 1, and March 1 of each work year. The Employer shall prepare and post on the designated bulletin board in each building/work site a seniority list indicating, by teaching field code, date of hire, and contract status (limited or continuing) of each employee as such information is provided to the Employer. Said list shall be provided to the Association president on or before the date of posting.
  - a. The names of employees on the seniority list shall appear in seniority rank order within teaching field codes with the name of the most senior employee appearing at the top of the listing and the name of the least senior employee appearing at the bottom of the listing.
  - b. The names of employees who are certified, or otherwise minimally qualified in more than one (1) area shall be included on the listing for all areas of certification as such information is provided to the Employer.
  - c. Those employees who are not currently teaching a subject but hold certification or license in that area will be differentiated on the posting. Employees so indicated by the seniority list cannot currently use this seniority due to the "no lateral bumping" provision of this agreement. (Article 15, A-2).

- d. Those employees who are not currently teaching a subject and have a letter of return to that teaching area in their file will also be differentiated on the posting. Employees so indicated by the seniority list will remain active on the seniority list due to the letter of return on file provision in this agreement (Article 15, A-4-b).
- e. Appropriate designations for the above sections c and d will be clearly made on the seniority list.
- f. Teachers holding comprehensive certifications shall have appropriate seniority for all teaching field codes for which they are certified contingent that they currently hold the necessary industry standard credentials or can demonstrate that they can obtain the credentials within a reasonable timeline to be established by the Association President and the Superintendent.
- g. The names of part-time employees shall appear on the seniority list but shall be listed separately from the names of full-time employees.

F. Correction of Inaccuracies

Each employee shall have a period of thirty (30) calendar days after posting of the seniority list in which to advise the Employer or its agents in writing of any inaccuracies which affect his/her seniority. The Employer or its agents shall investigate all reported inaccuracies and make such adjustments as may be in order and post the updated list immediately. No protest shall be considered after thirty (30) calendar days of the posting of the seniority list and the list shall be considered as final until the next posting.

**ARTICLE 15 — REDUCTION IN FORCE**

A. General Provision

- 1. When, by reason of decrease in student enrollment, return of teacher from a leave of absence, suspension of schools or territorial changes affecting the District, financial exigencies as determined by the Board or elimination of programs, a reduction in force becomes necessary, such reduction shall be in accordance with Ohio Revised Code 3319.17 and the provisions of this Section. No Adult Education Teacher, not already a bargaining unit member, shall be allowed to teach at the high school level, unless a vacancy occurs.
- 2. In order to clarify the intent of the parties, it is agreed that in a reduction in force, there shall be no lateral bumping, except as specified in Article 14(C)(2).
- 3. It is also agreed that no administrator shall displace a Bargaining Unit Member, if said administrator returns to the Bargaining Unit.

4. If a teacher is faced with a Reduction in Force situation, the teacher may:
  - a. Elect to accept the REDUCTION IN FORCE with the Recall rights explained in this Article, section D.
  - b. Or, if the teacher left a teaching field position at the request of the Administration, said teacher shall have the right to displace any incumbent in that teaching field code with less seniority. A letter to this effect will be placed in the teacher's file. The return of a teacher under this subsection may result in the reduction in force of another teacher.
  - c. Affected staff will be informed of the existence or non-existence of this letter.

B. Procedure

1. Notice of any anticipated reduction under this Article shall be provided, in writing, to all affected employees and the EEA President at least sixty (60) calendar days prior to its expected effective date.
2. The notification shall state the reason(s) for the reduction and reason(s) for the selection of said teacher. The personnel records and all future references of those employees laid off pursuant to this policy shall clearly indicate that such was due to reduction in force, and was not due to unsatisfactory performance.
3. If a dispute occurs with regard to the reduction in force, the matter shall be submitted to arbitration in accordance with Article 8 – Grievance Procedure of this Agreement. The reduction may proceed pending the outcome of arbitration.

C. Factors

1. Where a layoff under this Article cannot be achieved through attrition, it shall be accomplished by laying off bargaining unit members through suspension of contracts, with limited contracts suspended first in affected teaching areas before continuing contracts.
2. A seniority list shall be prepared by listing all teachers according to continuous service in the District and shall show areas of certification. Those on continuing contracts shall be listed first according to continuous service in the District; then those on limited contracts shall be listed by continuous service in the District. The list shall include the date of initial employment (continuous) for each employee.
3. Teachers using any Board-approved leave of absence shall not lose the seniority held prior to the leave, nor shall they gain additional seniority for the time on

leave, i.e., a leave of absence shall not break an employee's continuous employment.

4. If reductions are necessary, then the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent. Seniority shall be a factor in contract suspensions only where a decision must be made among teachers with comparable evaluations, as defined in Article 11, Evaluation.
5. These factors shall apply unless the Board determines, after discussion with the EEA President, that the use of these factors would adversely impact the program needs of the District or the delivery of educational services to students. The Board shall not make such determination in an arbitrary or capricious manner.

D. Recall of Teachers

1. All teachers whose contracts are suspended because a reduction in force has taken place, shall be placed on a recall list stating their seniority in each teaching field for which they were certified to teach on the effective date of reduction in force.
2. Teachers on the recall list shall be offered a contract to full-time positions, as they become available, for which they were certified to teach on the effective date of the reduction in force in the reverse order of suspension — last suspended, first recalled. However, seniority shall not be a factor in recall decisions except where a decision must be made among teachers with comparable evaluations.
3. A teacher who is recalled to a position shall resume the contract status and seniority he/she held prior to the reduction and shall be credited with sick leave accumulation and years of service for salary schedule placement he/she had prior to being suspended.
4. When a vacancy(ies) occurs, the Board shall send a certified letter to all teachers certified for the position to their last known address to advise them of such position. It is the teacher's responsibility to keep the Board informed of his/her whereabouts. The teacher shall, within one week from the postmark date of the letter, indicate availability and desire for such position. The Board shall reinstate that teacher indicating availability and desire for such position who has the greatest seniority. If the teacher fails to notify the Board within the specified period of time, or if the teacher rejects the offered full-time position, said teacher shall be considered to have rejected the position and to have forfeited his/her right to recall to service in the District. Each teacher shall be responsible for having all areas of certification on file with the Board.
5. No teacher new to the District shall be employed in a position if a teacher on the reduction in force list has proper certification for such position.

6. Limited contract teachers shall only remain on the recall list for twenty-four (24) months from the effective date of suspension if no recall is offered, except that if the employee's position is recreated during the semester following the expiration of recall rights, the employees have the right to be reinstated subject to the other provisions of this Article.
  7. Continuing contract teachers shall remain on the recall list for forty-eight (48) months from the effective date of suspension if no recall is offered, except that if the employee's position is recreated during the semester following the expiration of recall rights, the employees have the right to be reinstated subject to the other provisions of this Article.
  8. The date of suspension of a teacher's contract due to a reduction in force shall constitute a qualifying event for COBRA continuation coverage purposes. The Board will provide to any affected teacher notice that his/her coverage under the District's medical, prescription drug and dental benefits is terminated effective as of the date of suspension of his/her contract and that he/she may elect COBRA continuation coverage pursuant to federal law.
- E. Any bargaining unit member on the RIF list may resign at any time without loss of certificate or license.

#### **ARTICLE 16 — NO STRIKE CLAUSE**

The Association and each teacher shall not cause or engage in any strike, slowdown or other concerted action against the Board for the term of the Agreement; nor shall there be any strike or be interruption of work by the Association or any Teacher during the term of this Agreement directed toward the Board because of any dispute or disagreement between any other persons who are not signatory parties to this Agreement.

#### **ARTICLE 17 — ORIENTATION, IN-SERVICE & PROFESSIONAL DEVELOPMENT**

The Administration will consult with the Executive Committee of the Association when planning orientation, in-service, the school calendar, and professional development.

#### **ARTICLE 18 — TRANSPORTATION OF STUDENTS**

The Board and Administration will not require a teacher to transport students.

## ARTICLE 19 – ADVISORS

- A. Each school year the Board will pay \$875.00 per advisor for the number of advisors shown below for each of the following organizations (if active):
1. SkillsUSA – 5 advisors
  2. Business Professionals of America – 1 advisor
  3. Student Council – 2 advisors
  4. FCCLA – 1 advisor
  5. DECA – 1 advisor
  6. Yearbook – 1 advisor
  7. Student Leadership Representative – 1 advisor
  8. OFEA – 1 advisor
  9. FFA – 1 advisor
- B. Each Advisor will need to apply for the above-listed positions, be recommended by the Superintendent and approved by the EHOVE Board.
- C. Contracts for all supplemental and advisory positions shall automatically non-renew at the end of the respective contract period.

## ARTICLE 20 – TEACHERS IN-SERVICE

- A. Each year the Board will develop an in-service program for the instructional staff, which may include the addition of two (2) five-hour in-service days prescheduled with the adoption of the school calendar in the previous school year. Participation is voluntary. These days will be paid a stipend of a flat rate of \$150.00 a day.
- B. Up to five additional in-service hours may be scheduled with at least ten (10) work days' notice, and shall be compensated at an hourly rate of \$30.00.
- C. The Board will provide an opportunity according to a plan developed between the instructor and their supervisor for make-up outside the school day for teachers who miss the in-service described in A and B above due to extenuating circumstances.
- D. Except for new instructors who need to write a course of study for certification purposes, the Board will not require the writing of course of study outside of the teacher's school day unless given in-service time at the rate in Article 35, Salary Schedule. Teachers may also be given release time for this purpose.
- E. Teachers who attend out-of-district conferences and/or training on non-contract days at the request of the Administration shall receive a daily stipend of One Hundred Dollars (\$100.00) in addition to professional leave reimbursements. The administration will determine the number of paid days at the time the professional leave is requested.

## ARTICLE 21 — CONTRACTS

- A. The Board may issue multi-year contracts to teachers satisfying legal requirements. Should a teacher meet said legal requirements and fail to receive a multi-year contract because of (1) a negative evaluation report, or (2) other reasons or circumstances, such supporting information will be given to the teacher by the Superintendent, at the teacher's request.
- B. A teacher is not eligible for consideration for continuing contract status unless on or before April 1 in any school year, the teacher both makes a written request to the Superintendent for such consideration and supplies all documentation necessary to determine eligibility. This supersedes O.R.C. §§3319.08 and 3319.11.

The Board will request each new hire to indicate previous contract status.

## ARTICLE 22 — ACCESS TO INFORMATION

- A. The Board agrees to furnish the Association's President or Vice-President upon request and within reasonable time thereafter, both prior to and during negotiations, information concerning financial statements of EHOVE. It is understood that this shall not be construed to require the Board to compile information and statistics in a form not already compiled by the Treasurer in that form.
- B. The Treasurer will provide the Association's President with an advance copy of the agenda, if a written request is made to the Treasurer and stamped envelopes for mailing the agenda are furnished for each official Board meeting and will make available all routinely prepared reports regarding school finances when requested.

## ARTICLE 23 — TEACHER VACANCIES

- A. Bargaining unit vacancies for full-time and part-time certificated/licensed teachers and for full-time administrative vacancies will be posted on the bulletin board by the mailboxes for a period of five (5) days prior to filling a vacancy. Employees desiring consideration therefore shall submit an application to the office of the Superintendent during that five (5) day period.
- B. All applicants will be given consideration and an interview with the Superintendent or designee to be followed by a post interview conference once the vacancy has been filled. The purpose of the conference is for the employee to determine why he/she was not selected for the position and, if requested, what steps can be taken to qualify for future positions.

- C. During the period August 1 through the opening of school, the Board may fill any vacancy immediately without regard to the posting requirements prescribed in paragraph A above.
- D. A good faith attempt will be made to contact staff in regards to vacancies.

#### **ARTICLE 24 — ASSIGNMENT/CHANGE OF ASSIGNMENT**

- A. Teachers, other than those newly appointed, shall be notified in writing by August 1st of their tentative teaching assignment for the coming year, including the building and room to which they will be assigned, and the level and/or subject area that they will teach.
- B. Change in a teacher's scheduled assignment after the first thirty (30) school days must be with the consultation of the teacher involved.
- C. Employees who have been involuntarily transferred shall retain the right to request assignment to open positions as they are posted.

#### **ARTICLE 25 — CLASS SIZE**

- A. Career Technical classes shall not exceed twenty-five (25) students per teacher, per period, with the exception of students who move into the CTPD from another Career Technical Program. No more than two (2) sophomore exploratory (e.g., Career Exploration, Explore STEM) students will be placed in a Career Technical class at any one time. Sophomore exploratory and shadowing students will not be included when factoring the total program class size of 25.
- B. Academic classes shall not exceed 160 students per school year (not to exceed 30 students per class) unless otherwise required by new or altered state mandates or no longer economically feasible. Students enrolled in a virtual learning course assigned to a teacher will be included in these counts.

#### **ARTICLE 26 — EMERGENCY SUBSTITUTION**

- A. If a member volunteers upon request by the Administration to substitute for another teacher during his/her conference period, the member shall be compensated for such period at the designated hourly rate as stated in Article 35.
- B. No member shall be required to give up his/her conference period by substituting for another teacher.

- C. If a substitute is not available, classes will be assigned in such a manner as the principal or his/her designee determines appropriate.
- D. If a member is required by the Administration to attend a school-related function that requires the member to miss one or more of his/her regularly scheduled periods, said member shall not be responsible for securing a substitute to cover during his/her absence.
- E. When a member is required to teach two lab classes because a teacher is absent and the substitute hired by the Administration is assigned to teach the related classes, the member shall be provided a conference period of not less than 40 consecutive minutes and a thirty (30) minute duty-free lunch during the day.

**ARTICLE 27 — ADULT EDUCATION COURSE REGISTRATION**

- A. Teachers may register for EHOVE Adult Education part time courses without charge providing vacancies exist between minimum enrollment requirements and maximum class size.
- B. Teachers may register for EHOVE Adult full time courses at a fifty percent (50%) discount of the published tuition fee providing vacancies exist between minimum enrollment requirements and maximum class size.
- C. For all Adult Courses, fees for books and personal hand tools or equipment are not included in tuition and must be paid by the teacher. A lab fee may be assessed for expendable materials and supplies.
- D. Full-time course: Any course offered that is currently on the approved Council on Occupational Education (COE) accredited adult education course

Part-time course: Any course offered that is not on the approved Council on Occupational Education (COE) accredited adult education course

A current list of COE courses shall be available in the Adult Education Main Office.

**ARTICLE 28 — WORK YEAR AND WORKDAY**

- A. Work Year

The work year shall consist of one hundred eighty-four (184) days. Any days required by the Board beyond one hundred eighty-four (184) days, other than youth days, shall be paid at a per diem rate within an extended time contract.

B. Workday

The regular workday shall encompass seven and one-quarter (7-1/4) hours. When necessary, teachers may be required to be available outside of their regular workday for scheduled meetings with students, parents, or other school personnel.

C. Lunch

Each teacher shall have at least thirty (30) consecutive minutes of duty-free lunch each day.

D. Conference Planning

Each teacher shall be provided not less than forty (40) consecutive minutes for conference and planning during each workday. After the first two weeks of each semester, a teacher's conference period shall not be changed without the teacher's consent. In the event a teacher is not assigned a conference period, per the master schedule, the teacher shall be paid the forty (40) minutes at his/her per diem rate, upon submission of proper documentation, for each conference period spent instructing students.

### ARTICLE 29 — YOUTH DAY HOURS

- A. Each member shall be paid at the designated hourly rate as stated in Article 35 during non-scheduled hours as approved by the Administration during which he/she attends with or for students, such as career technical student organizations.
- B. To be entitled to compensation, the bargaining unit member must have prior written approval of his/her supervising administrator and submit proof of attendance. A note stating that the bargaining unit member attended the event signed by an officer of the organization holding the event is adequate proof of attendance.
- C. A member shall only be eligible for compensation for a maximum of 48 hours per year, in a maximum of 7-1/4 hour increments per day. If the youth day hours provided in this Section are exhausted, a member shall be paid for up to fifteen (15) additional hours per year for attendance at approved state competitions and up to fifteen (15) additional hours per year for attendance at approved national competitions.
- D. Performance of youth day services shall not be mandatory. Issues which arise under this Article shall not be grievable under Article 8 of this Agreement.
- E. A member may request additional youth hours and these may be approved at the discretion of the Superintendent. The decision is not subject to the grievance process.

### ARTICLE 30 — LIABILITY INSURANCE

- A. The defense and indemnification of unit employees shall be made pursuant to O.R.C. Chapter 2744.
- B. A bargaining unit member shall have the right to be represented by counsel of his/her choice and his/her own expense at any meeting between the unit member and the Board's attorney, the insurance company's representative, or the insurance company's attorney provided that the unit member's counsel does not interfere with or impede the Board's preparation and defense of the case.

### ARTICLE 31 — INSURANCE

- A. Medical, Prescription Drug, and Dental Benefits
  - 1. A member working at least five and one half (5 ½) hours per day for the work year is deemed full-time and is eligible for all benefits under this Article.
  - 2. Members of the same household employed by EHOVE shall only be covered by one medical, prescription drug or dental policy.
  - 3. Employees shall pay twelve percent (12%) of the cost for medical, prescription drug, and dental insurance of family and single coverage. The employee share of such premium cost will be uniformly and equally divided and withheld from each affected member's paycheck. The Board will contribute the remainder of the cost. If the Board receives a premium holiday from Huron-Erie School Employee Insurance Association, the premium holiday will be passed through to the members with respect to their share of the premium. Coverage shall be set forth in the summary schedules of benefits shown in Appendix B.
  - 4. Any employee electing insurance coverage shall have their portion of payments deducted from their paychecks pursuant to a salary reduction plan in accordance with applicable IRS regulations.
  - 5. All full-time bargaining unit employees as defined in Section A(1) shall also have an IRS Section 125 flexible spending account established for them on an annual basis, September 1 through August 31. The flexible spending account shall be in the amount of \$500 contributed by the Board (except the Board shall match employee contributions dollar-for-dollar up to \$900) – Single, \$500 contributed by the Board (except the Board shall match employee contributions dollar-for-dollar up to \$1,200) – Family Plan and may be used for reimbursement of medical expenses which are not otherwise covered or reimbursed for the employee. Reimbursement shall be conditioned upon presentation of necessary documentation of the expense. This account shall not be cumulative. In the instance where two full-time EHOVE employees are married, one spouse will

receive \$500 (except the Board shall match employee contributions dollar-for-dollar up to \$1,000), the other will receive \$500 (except the Board shall match employee contributions dollar-for-dollar up to \$1,200).

6. The Board reserves the right at all times to change insurance carriers, but in the event of a change in carrier, there will not be any reduction in benefit coverages.

B. Working Spouse Provision

If an employee's spouse is eligible to participate, as a current employee, self-employed individual (other than a sole proprietor) in a business or organization (e.g., partner, member), or retiree in group health insurance and/or prescription drug insurance sponsored by his/her employer, business, organization, or any retirement plan, the spouse must enroll for coverage in such employer, business, organization, or retirement plan sponsored group insurance coverage(s) no later than August 15 of each year.

This requirement does not apply to any spouse who:

1. Works less than 20 hours per week AND is required to pay more than 50% of the single premium to participate in his/her employer's, business's, organization's or retirement plan's group health insurance coverage and/or prescription drug insurance.
2. Is employed by another Huron-Erie School Employee Insurance Association (HESE) district, provided the spouse does not receive any available payment (or any other form of remuneration) from that HESE district for waiving health insurance and/or prescription drug insurance coverage.

Upon the spouse's enrollment in any such employer, business, organization, or retirement plan sponsored group insurance coverage, that coverage will become the primary payor of benefits and the coverage sponsored by HESE will become the secondary payor of benefits according to the primary plan's Coordination of Benefits and participation rules.

Any spouse who fails to enroll in any group insurance coverage sponsored by his/her employer, business, organization, or any retirement plan, as required by this Section, shall be ineligible for benefits under such group insurance coverage sponsored by HESE.

It is the employee's responsibility to advise the HESE Health Benefit Plan (the "Plan") immediately (and not later than 30 days after any change in eligibility) if the employee's spouse becomes eligible to participate in group health insurance and/or prescription drug insurance sponsored by his/her employer, business, organization, or retirement plan after October 1, 2007. Upon becoming eligible, the employee's spouse must enroll in any group health insurance and/or prescription drug insurance sponsored by his/her employer, business, organization, or retirement plan unless he/she is exempt from this requirement in accordance with the exemptions stated in this Section.

Every employee whose spouse participates in HESE's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Plan, upon request, a written certification verifying whether his/her spouse is eligible to participate in group health insurance coverage and/or prescription drug insurance coverage sponsored by the spouse's employer, business, organization, or any retirement plan. If any employee fails to complete and submit the certification form by the required date, such employee's spouse will be removed immediately from all group health insurance and/or prescription drug insurance coverages sponsored by HESE. Additional documentation may be required.

If the employee submits false information, or fails to timely advise the Plan of a change in a spouse's eligibility for employer (or business, organization, or retirement plan) sponsored group health insurance and/or prescription drug insurance, and such false information or such failure results in the Plan providing benefits to which the spouse is not entitled, the employee will be personally liable to the Plan for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the Plan. Any amount to be reimbursed by the employee may be deducted from the benefits to which the employee would otherwise be entitled. In addition, the spouse will be terminated immediately from group health insurance and/or prescription drug insurance coverage under the Plan. If the employee submits false information, the employee may be subject to disciplinary action, up to and including termination of employment.

C. Medical Insurance Bonus

The Board shall pay \$1,500 to any bargaining unit member who elects not to be covered for a full year (September through August) by the Board-provided medical, prescription drug, and dental insurance, provided the member will not be enrolling in another Huron-Erie School Employee Insurance Association member district plan and the member is not insured by the Board as a spouse or dependent. Members must notify the Board in writing by August 15 of each year if they wish to elect this option. Payment shall be made with the last paycheck in August of the following year. The choice as to whether to be covered by the aforesaid insurance or to receive the \$1,500 payment shall be an election under an IRS section 125 plan. If after waiving coverage under this Section C a member enrolls in Board-provided medical, prescription drug, and/or dental insurance, as permitted by and in accordance with the terms and conditions of such insurance, before the end of the full year, the \$1,500 payment will be prorated based on the number of months that the member was not covered.

D. Life Insurance

1. A member deemed full-time under Section A(1) may elect life insurance benefits. Payments shall be made through payroll deduction to the Board by the member for life insurance offered through a vendor selected by the Board.
2. Each eligible employee will be provided with Fifty Thousand Dollars (\$50,000.00) in term life insurance and accidental death and dismemberment fully paid by the Board.

## ARTICLE 32 — PAYROLL DEDUCTIONS

- A. The Board shall permit a teacher to have the following deductions as authorized on the Treasurer's Payroll Deduction Form:
1. Annuities: twice a month
  2. Credit Union: twice a month
  3. Any deductions permitted by the Board and authorized by the teacher by way of payment of the teacher's portion of fringe benefits.
  4. FCPE contributions
  5. Savings Bonds
- B. The Association will hold the Board and its members safe and harmless and will indemnify it and its members against any loss it or its members may sustain under this Article or any findings for wrongful disbursements by any state or Federal agency. Nothing in this Article shall preclude action by the Treasurer in correcting computational errors.

## ARTICLE 33 — SALARY CLASS

A. Academic Teachers

1. For the purpose of applying the table, each teacher holding a position for which a bachelor's degree is required shall be placed in one of the salary classes indicated. The placement shall be in accordance with the following requirements as to college preparation:

(The hours listed are based on semester hours.)

Class II	Minimum of Bachelor's degree
Class III	Bachelor's Degree plus 10 hours
Class IV	Bachelor's Degree plus 20 hours
Class V	Bachelor's Degree plus 30 hours
Class VI	Master's Degree
Class VII	Master's Degree plus 15 hours

2. The experience of a teacher shall be evaluated by the Superintendent and its sole discretion and decision shall be final and is not subject to the grievance procedure. Previous teaching experience may be evaluated in the sole discretion of the Superintendent and the decision shall be final and is not subject to the grievance procedure.
3. Any teacher, who is placed in a salary class under this section and who prior to September 15 or January 15 of any year submits to the Treasurer of the Board satisfactory evidence of qualifications therefore, shall advance to the appropriate higher salary class for salary purposes effective as of the next succeeding of the foregoing dates.
4. A teacher that is in a particular salary class prior to August 1, 1998, may not be moved to a lower class based on changes in the salary structure shown above.

**B. Career Technical Teachers**

1. For the purpose of applying the table, each teacher holding a career technical teaching position shall be placed in one of the salary classes indicated.

Class I	Less than 7 years trade experience
Class II	7 years trade experience
Class III	7 years trade experience plus 24 semester hours
Class IV	7 years trade experience plus 54 semester hours
Class V	7 years trade experience plus 87 semester hours
Class VI	7 years trade experience and a Bachelor's Degree
Class VII	Bachelor's Degree plus 15 semester hours

2. The work experience and educational preparation of a career technical teacher shall be evaluated by the Superintendent in the Superintendent's sole discretion, and the Superintendent's decision as to salary schedule placement when the teacher is hired shall be final and is not subject to the grievance procedure. The instructional relevance of additional academic training received by a career technical teacher after hire by the Board shall be evaluated by the Superintendent for salary schedule advancement purposes, and the Superintendent's decision shall be final and is not subject to the grievance procedure.
3. Any teacher, who is placed in a salary class under this section and who prior to September 15 or January 15 of any year submits to the Treasurer of the Board satisfactory evidence of qualifications therefor, shall advance to the appropriate

higher salary class for salary purposes effective as of the next succeeding of the foregoing dates.

4. A teacher that is in a particular salary class prior to August 1, 1998, may not be moved to a lower class based on changes in the salary structure shown above.

#### **ARTICLE 34 — SALARY PAYMENTS**

- A. All employees shall be paid twice each month starting on July 1, 1999, on a twelve-month basis on the fifteenth and last day of each month, unless this date shall fall on a non-school day, when payment shall be made on the preceding workday.
- B. Electronic pay notifications shall provide the accumulated total for gross wages, deductions, taxes, and sick leave.
- C. All employees shall have paychecks direct-deposited to an institution of their choice.

#### **ARTICLE 35 — SALARY SCHEDULE**

- A. The 1.0 base salary shall be as follows: \$37,775 for 2016-2017, \$38,719 for 2017-2018, and \$39,687 for 2018-2019.
- B. The salary index schedule shall be as indicated in the attached salary schedule (Appendix D) for the 2016-17, 2017-18, and 2018-19 school years, respectively.
- C. The EHOVE Board of Education agrees to pay an employee's STRS retirement contributions (pick-up and pick-up on the pick-up) to a maximum of the total percentage in effect on May 1, 2004. If STRS law changes during the term of this contract, the Board will not contribute less to employee compensation than is currently contractually required for STRS and salary.
- D. The designated hourly rate for the life of the contract is \$28.00 per hour for 2016-2017, \$29.00 per hour for 2017-2018, and \$30.00 per hour for 2018-2019.

#### **ARTICLE 36 — SEVERABILITY**

- A. This contract supersedes and prevails over all statutes of the State of Ohio (except as specifically set forth in Section 4117.10(A), Revised Code), all Civil Service Rules and Regulations, and Administrative Rules of the Director of State Personnel. However, should the State Employment Relations Board or any Court of competent jurisdiction, determine, after all appeals or times for appeal have been exhausted, that any provision herein is unlawful, such provision shall be automatically terminated but all other provisions of the contract shall remain in full force and effect.

- B. The parties shall meet within ten (10) days after the final determination to bargain over its impact and to bring the contract into compliance. If the parties fail to reach agreement over the affected provision, the statutory dispute settlement procedure shall be utilized to resolve the dispute.

### **ARTICLE 37 – LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (LPDC)**

- A. In compliance with Ohio Revised Code Section 3319.22, the EHOVE Career Center Professional Development Committee is hereby created according to the provisions of this Article. This committee is to administer the professional development of all educators employed by the Board.

B. Committee Composition

The Local Professional Development Committee shall be comprised of a minimum of five (5) members; three (3) teacher representatives and two (2) administrative representatives.

The Association shall select the teacher representatives and the Superintendent shall appoint the administrative representatives. The Association shall determine the length of term for teacher representatives and the Superintendent shall determine the administrative term.

At the request of an administrator/treasurer, when an administrator's Individual Professional Development Plan is being considered, the Superintendent shall appoint an additional administrator to the committee and one teacher member will not participate in the process. In the absence of a teacher committee member, the Association shall appoint an alternate. The alternate will sit on the committee when a teacher on the committee's Individual Professional Development Plan is up for review.

The committee shall elect by a majority vote of the LPDC a Chairperson or Co-chairs and Secretary/Recorder.

C. Committee Procedures

Decisions of the EHOVE LPDC shall require agreement of at least three (3) members of the committee.

The EHOVE LPDC shall adopt rules, forms and procedures in order to conduct business of the EHOVE LPDC.

D. Aims and Purpose

The purpose of the EHOVE LPDC is to review coursework and other professional development activities completed by educators within the district and used for the renewal of certificates and licenses. The committee will guide staff in their development of an Individual Professional Development Plan, validate the skills and knowledge gained through the educators professional development by the approval and issuance of Continuing Education Units within the district. The Board, at its expense if any, shall make training available to the EHOVE LPDC members as necessary for the committee to perform its work.

E. Compensation

A log of all meetings will be kept by the committee and turned into the Treasurer's Office and the Association President. Release time may be considered as a means of doing committee work. Each teacher representative on the LPDC will receive a supplemental contract consisting of a stipend in the amount of \$600.00.

F. Appeals Process

Any educator who disagrees with a decision of the LPDC shall first seek reconsideration from the LPDC. The next step would be to ask for a third-party review. The final appeal is to the Ohio Department of Education.

**ARTICLE 38 — ROOM USE NOTIFICATION**

Each teacher shall be notified, if possible, if their classroom or laboratory is to be used for any adult education activity.

**ARTICLE 39 — COMPLAINTS AGAINST MEMBERS OF THE BARGAINING UNIT**

- A. If a parent or other member of the community makes an oral or written complaint about a teacher, no record of such complaint may be placed in the teacher's file unless the Superintendent or building supervisor has first notified the teacher of the complaint. The teacher may request a meeting with the administrator who informed him/her of the complaint to discuss the complaint. The teacher may place a written response in his/her file if any community member's complaint is recorded in his/her file.
- B. If a teacher feels an oral or written complaint about the teacher may lead to disciplinary or legal action, the teacher may have a representative of his/her choice at the meeting with the administrator to discuss the oral or written complaint.

**ARTICLE 40 – ATTENDANCE BONUS**

A. A bargaining unit member whose use of sick leave or personal leave during the contract year is limited to the following shall receive a bonus of:

0 days sick leave . . . \$500	0 days personal leave . . \$500
1 day sick leave . . . \$400	1 day personal leave. . . \$300
2 days sick leave . . . \$300	2 days personal leave. . \$100
3 days sick leave . . . \$200	
4 days sick leave . . . \$100	

B. Professional Leave, Association Leave, and/or Jury Leave shall not be charged against the bonus calculation for the purpose of this Article. Payment shall be made with the last paycheck in July of the following year.

**ARTICLE 41 — EDUCATION REIMBURSEMENT**

A. Subject to the limitations stated below, and to any limitations imposed by section 127 of the Code or any comparable section of the Code dealing with educational assistance programs, the Board shall reimburse a teacher for the cost of credit courses taken at an accredited college or university. The courses must be approved by the LPDC.

B. The maximum total payment per teacher per year under this Article shall be one hundred percent (100%) of the cost of the courses taken. The Board limit shall be \$28,000 for the 2016-2017 school year, \$29,000 for the 2017-2018 school year, and \$30,000 for the 2018-2019 school year. If the number of reimbursement requests would exceed this dollar amount then the Board limit would be divided by the requests received and a new payment percentage of less than 100% would be established. If the number of reimbursement requests would not exceed this dollar amount then any money not used in one calendar year would be carried over to the next school year.

C. For Career and Technical instructors who are new to the teaching field when hired by the Board and who are required by the Ohio Department of Education to take coursework for initial provisional licensure, the Board will reimburse the instructor 100% of the tuition for the first two courses (up to 6 semester hours). Fifty percent (50%) of this tuition will be paid at the time of enrollment in the course and the remaining 50% will be paid upon completion of the course provided all payment eligibility requirements set forth in Section D below are satisfied. All subsequent course reimbursement will be governed by all Sections of this Article 41 other than this Section C. Payments made under this Section C will not be deducted from the reimbursement funds available under Section B above.

- D. To be eligible for any payments:
1. The teacher must complete the ensuing school year as a teacher for EHOVE.
  2. Requests for reimbursement must be made in advance of enrollment on the tuition reimbursement form.
  3. The teacher must present proof of satisfactory completion of course work (i.e., A grade of "B" or better, or of "passing" if the course is graded on a pass/fail basis) to the Treasurer.
  4. The teacher must present satisfactory documentation of all costs on the proper form for which reimbursement is sought.
  5. The teacher must be an active employee of the Board at the time the course work is taken (for example, a teacher on a leave of absence would not qualify).
- E. The term "cost" as used in this Article, is defined as charges for tuition only.

#### **ARTICLE 42 — LONG DISTANCE AND VIRTUAL LEARNING**

- A. It is not the intent of the EHOVE Board of Education to remove or displace a bargaining unit member based upon the use of long distance or virtual learning, but the Board reserves the right under the Negotiated Agreement with respect to staffing decisions.
- B. Teachers assigned to students enrolled in a virtual learning course will follow established procedures for student accountability. Such teachers will be assigned duty time for tasks related to virtual learning. If a teacher needs to use his/her conference period to perform tasks related to virtual learning, the teacher must notify his/her supervising administrator in advance of such need and, if the teacher has given such notice, he/she will be paid at his/her per diem rate for the conference period upon submission in writing of the time spent and verification by his/her supervising administrator.

Virtual learning students are those students receiving instruction online and not assigned regular classroom time for instruction. Accordingly, the virtual learning students' academic growth will be used when calculating the student growth component of the teacher evaluation if the teacher of record is in EMIS and the student growth measure for the course is a value-added measure.

- C. The Board and the Association acknowledge that virtual learning opportunities for students create new and unique issues which include the following: Class sizes, instructional software, teacher workload, and evaluation of teacher performance. A joint Virtual Learning Committee is established, which shall consist of three administrators designated by the Superintendent and three (3) bargaining unit representatives designated by the Association, for the purpose of exploring these issues. The Committee shall meet

at least two times during each school year for the duration of this negotiated agreement, on dates to be established by the Superintendent and shared with the bargaining unit representatives at least twenty (20) work days in advance. The first meeting shall occur during the fall semester.

#### **ARTICLE 43 – MENTORING**

- A. The EHOVE Board of Education will have a mentoring program in compliance with section 3301-24-04 of the Ohio Administrative Code which declares that an entry year program “shall include a formal program of support, including mentoring to foster professional growth of the individual, and assessment of the performance of the beginning teacher.”
- B. All mentors must agree to this assignment and will be paid on a supplemental contract with the compensation determined by the Superintendent.

#### **ARTICLE 44 – RECOGNITION OF PROFESSIONAL EXCELLENCE**

- A. In recognition of staff achievement, the Board will make a one-time monetary award of Two Hundred Dollars (\$200.00) for Local Recognition, Four Hundred Dollars (\$400.00) for State Recognition and Six Hundred Dollars (\$600.00) for National Recognition. Total recognition is not to exceed Six Hundred Dollars (\$600.00).
- B. Such recognition may include, but not be restricted to, EHOVE Good Apple Award, EHOVE Teacher of the Year, Ohio Teacher of the Year, National Teacher of the year, Ohio Career and Technical Teacher of the year, National Career and Technical Teacher of the Year and National Board Certification.
- C. Recommendation of such recognition shall be made to the Board by the Superintendent.

#### **ARTICLE 45 – PART-TIME EMPLOYEES**

- A. Full-time employees who are members of the bargaining unit shall be defined as those employees who are assigned the work year and workdays established by Article 28 of the Agreement. Part-time employees who are members of the bargaining unit shall be defined as all other employees who work a shorter work year or workday than full-time employees. These definitions apply to this Article only.
- B. Approval of part-time status for an employee shall be at the discretion of the Superintendent, and when given shall be for one full school year, and limited to one school year at a time. A request for approval or renewal of part-time status shall be presented to the Superintendent in writing, and may only be approved by the Superintendent in writing. The Superintendent may adjust the part-time schedule as

needed during the school year to meet the needs of the school district. If an employee is initially hired as a part-time employee, at the end of any year of employment the Superintendent may require full-time service of that employee.

- C. An employee approved for part time status shall be paid at the appropriate salary schedule level, with salary pro-rated based upon the proportion which the employee's approved part-time schedule bears to the contract work year (184 days, 7 1/4 hours per day) of a full-time employee. For example, a half-time employee will be paid half the applicable salary on the Agreement's salary schedule, and shall be assigned to half the duty periods/hours of a full-time employee. Following approval by the Superintendent of an employee's part-time work level, any approved additional days or hours of work during the school year shall be paid at the applicable rate for the activity.
- D. Part-time employees will accumulate sick leave on a pro-rata basis, based upon the proportion which the employee's part-time work schedule bears to the schedule of a full-time employee. For example, a half-time employee will be credited with half the sick leave earned by a full-time employee per month. Personal leave is also available to part-time employees on the same pro-rated basis as sick leave. For example, a half-time employee would have 1.5 personal days per year rather than three.
- E. Articles 40 (Attendance Bonus) and 41 (Education Reimbursement) of the Agreement shall not apply to part-time employees. Article 31 (Insurances) may apply to a part-time employee depending upon the approved hours worked.
- F. Except for a Reduction In Force under Article 15, a full time employee will not involuntarily be reduced to part-time status.

#### **ARTICLE 46 – EMPLOYMENT OF RETIREES**

- A. The Board, at its sole discretion, may consider and employ Retirees for any teaching position upon the recommendation of the Superintendent. For purposes of this Article, a Retiree is an individual who has attained service retirement status with the State Teachers Retirement System and is otherwise qualified by certification and background for public school teaching in Ohio.
- B. A Retiree formerly employed as a teacher by the Board or another Board of Education shall be paid at the salary step level 12 of the appropriate training column of the salary schedule and shall not advance on the step schedule. This section shall expressly supersede Chapter 3317 of the Ohio Revised Code.
- C. A Retiree shall receive a one-year limited teaching contract which shall expire automatically at the end of the stated term. No notice of non-renewal is required. Continuation of the employment of a Retiree through offering new one-year limited contracts which automatically expire shall be at the election of the Board and upon recommendation of the Superintendent. Any inconsistent provisions of Articles 13 or 21

of the Negotiated Agreement shall not apply to Retiree limited contracts. A Retiree is not eligible for a continuing teaching contract regardless of years of employment as a Retiree with the Board. The parties specifically waive all rights for such employees pursuant to O.R.C. §§3319.11 and 3319.111. Failure to follow any aspect of Article 11, evaluation, shall not result in re-employment of a Retiree.

- D. A Retiree shall accumulate and may use sick leave in accordance with Article 11 of the Negotiated Agreement, but accumulation is limited to twenty days. A Retiree shall not be entitled to severance pay under the Negotiated Agreement or under law upon conclusion of employment as a Retiree.
- E. A Retiree shall be entitled to participate in hospitalization, major medical and dental benefits provided to bargaining unit members under Article 31 of the Negotiated Agreement, if these are not available through STRS. A Retiree shall receive life insurance and flex plan benefits as provided by Article 31.
- F. A Retiree shall not accumulate seniority in the bargaining unit, and has no right of recall in the event of a reduction in force under Article 15 of the Negotiated Agreement, or under O.R.C. §3319.17. A Retiree who retired from employment with the Board and then was hired for the succeeding school year may be assigned to the position last held before retirement but Article 23 (Teacher Vacancies) of the Negotiated Agreement must be followed.
- G. A Retiree is eligible for a supplemental contract only at the discretion of the Superintendent. This supersedes O.R.C. §3313.53, and any inconsistent provisions of the Negotiated Agreement.
- H. When a teacher retires from employment with the Board, the decision not to re-hire that teacher as a Retiree, or to not continue to employ a Retiree upon contract expiration, is not grievable.
- I. The Board and the Association expressly intend that this Article supersede any differing or inconsistent terms of the Negotiated Agreement or provisions of the Ohio Revised Code which pertain to teacher employment, including but not limited to terms, provisions and statutes pertaining to teacher salary and salary schedule advancement, contract status, duration of contract, procedural requirements for contract non-renewal, evaluation requirements related to teacher contract non-renewal, reduction in force, seniority and severance pay.

## ARTICLE 47 — DURATION AND NEGOTIATION

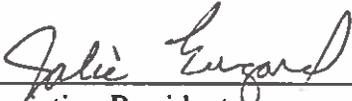
Except as otherwise specifically provided herein, this contract shall be effective as of the date of acceptance by both parties and shall remain in full force and effect from August 1, 2016 through July 31, 2019. This agreement supersedes and cancels all previous agreements between the parties and shall constitute the entire agreement between the parties.

- A. This Master Agreement will be effective from August 1, 2016, and will continue in full force and effect through July 31, 2019.
- B. This Agreement is made and entered into on this 30<sup>th</sup> day of August, 2016, by and between the Board of Education of the EHOVE Joint Vocational School District and the EHOVE Education Association.
- C. The EHOVE Board of Education and the EHOVE Education Association agree that all sections of the existing master agreement between the EHOVE Board of Education and the EHOVE Education Association which are not renegotiated shall be included in the master agreement.

**ARTICLE 48— SIGNATURES**

In witness whereof, the parties hereto have caused this instrument to be executed by their respective representatives, as shown below:

FOR THE ASSOCIATION

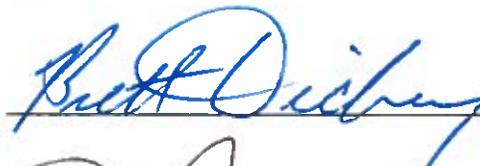
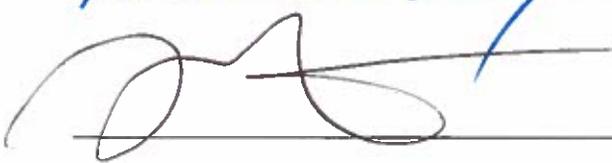
  
\_\_\_\_\_  
Association President

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

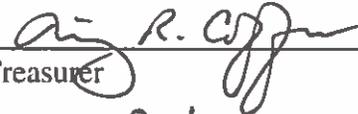
  
  
\_\_\_\_\_

\_\_\_\_\_

FOR THE BOARD

  
\_\_\_\_\_  
Board President

  
\_\_\_\_\_  
Superintendent

  
\_\_\_\_\_  
Treasurer

  
\_\_\_\_\_

  
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**EHOVE BOARD OF EDUCATION**

**FORMAL GRIEVANCE FORM**

Submit 3 copies

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Name of Grievant	Article Violated	Date Filed	File Against Whom

---

Step 2

- A. Date Grievance Occurred \_\_\_\_\_
- B. 1. Statement of Grievance \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. Relief Sought \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

If additional space is needed in reporting Sections B 1 & 2 Step 2 attach an additional sheet.

**EHOVE BOARD OF EDUCATION**

**FORMAL GRIEVANCE FORM**

**Step 3**

A. Date Received by Principal or Designee \_\_\_\_\_

B. Disposition of Principal or Designee \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Step 4**

A. Date Received by Superintendent or Designee \_\_\_\_\_

B. Disposition by Superintendent or Designee \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Step 5**

A. Date Notice of Arbitration \_\_\_\_\_

B. Received by Treasurer \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Huron-Erie School Employee Insurance Association

Medical Benefits	WELLNESS 1
	PPO
Deductible	\$750/\$1,500
Wellness Incentive Deductible Buy-Down	\$500/\$1,000
Coinsurance	90%; 70%
Coins. Limit (OOPM) – Including deductible	\$1,500/\$3,000; \$3,000/\$6,000
Office Visit	\$25 copay
Specialist Office Visit	\$40 copay
Urgent Care*	\$40 copay
ER Copay – Emergency	\$100 copay
ER Copay – Non-Emerg.*	\$200 copay
Immunizations/PSA/PAP	100%
Routine Physical	100%
Prescription Drug Benefits	
Retail Drug Card	\$7.50/\$25/\$50
Mail Order	\$15/\$50/\$100
Step Therapy	Yes
Mandatory Mail Order	Yes
Maintenance Choice	Yes

\*Benefit not specifically indicated on HHS calculator

This Appendix is only a partial listing of benefits. Benefits will be determined based on the medical, drug and administrative policies and procedures of Medical Mutual and Express Scripts.

Effective April 1, 2016



**Delta Dental PPO (Point-of-Service)  
Summary of Dental Plan Benefits  
For Group# 1306-0330, 0334, 0342, 0995  
EHOVE Career Center**

This Summary of Dental Plan Benefits should be read along with your Certificate. Your Certificate provides additional information about your Delta Dental plan, including information about plan exclusions and limitations. If a statement in this Summary conflicts with a statement in the Certificate, the statement in this Summary applies to you and you should ignore the conflicting statement in the Certificate. The percentages below are applied to Delta Dental's allowance for each service and it may vary due to the dentist's network participation.\*

Control Plan – Delta Dental of Ohio

Benefit Year – Effective April 1, 2016 through December 31, 2016.  
January 1, 2017 and thereafter the Benefit Year will be January 1 through December 31.

Covered Services –

	Delta Dental PPO Dentist Plan Pays	Delta Dental Premier Dentist Plan Pays	Nonparticipating Dentist Plan Pays*
<b>Diagnostic &amp; Preventive</b>			
Diagnostic and Preventive Services – exams, cleanings, fluoride, and space maintainers	100%	100%	100%
Emergency Palliative Treatment – to temporarily relieve pain	100%	100%	100%
Sealants – to prevent decay of permanent teeth	100%	100%	100%
Brush Biopsy – to detect oral cancer	100%	100%	100%
Radiographs – X-rays	100%	100%	100%
Periodontal Maintenance – cleanings following periodontal therapy	100%	100%	100%
<b>Basic Services</b>			
Minor Restorative Services – fillings and crown repair	80%	80%	80%
Endodontic Services – root canals	80%	80%	80%
Periodontic Services – to treat gum disease	80%	80%	80%
Oral Surgery Services – extractions and dental surgery	80%	80%	80%
Other Basic Services – misc. services	80%	80%	80%
Retainers and Repairs – to bridges, implants, and dentures	80%	80%	80%
<b>Major Services</b>			
Major Restorative Services – crowns	60%	60%	60%
Prosthetic Services – bridges, implants, and dentures	60%	60%	60%
<b>Orthodontic Services</b>			
Orthodontic Services – braces	60%	60%	60%
Orthodontic Age Limit –	No Age Limit	No Age Limit	No Age Limit

\* When you receive services from a Nonparticipating Dentist, the percentages in this column indicate the portion of Delta Dental's Nonparticipating Dentist Fee that will be paid for those services. The Nonparticipating Dentist Fee may be less than what your dentist charges and you are responsible for that difference.

- > Oral exams (including evaluations by a specialist) are payable twice per calendar year.
- > Prophylaxes (cleanings) are payable twice per calendar year.
- > People with specific at-risk health conditions may be eligible for additional prophylaxes (cleanings) or fluoride treatment. The patient should talk with his or her dentist about treatment.
- > Fluoride treatments are payable once per calendar year with no age limit.
- > Benefits for space maintainers are unlimited for people up to age 19.

**EHOVE BOARD OF EDUCATION  
PAYROLL DEDUCTION FORM**

Payroll Deduction Form School Year

I, \_\_\_\_\_ authorize the Treasurer of EHOVE to withhold the following amount \_\_\_\_\_ twice a month for \_\_\_\_\_ (reason), starting \_\_\_\_\_ (date).

I, the undersigned, agree to hold the Board, its members, and its Treasurer safe and harmless and will indemnify it, its members and its Treasurer against any loss it, its members, and its Treasurer may sustain under this Article or any findings of wrongful disbursements by any State or Federal Agency. Nothing in this Article shall preclude action by the Treasurer in correcting computational errors.

I agree to furnish to the Board or its designated representative such information in the form specified as shall allow the Board or its representative to determine that rules or limitation affecting my authorized deductions which are imposed by the Internal Revenue Code or other regulatory authority are satisfied.

\_\_\_\_\_  
Signature

Must be submitted at least eight (8) days prior to the pay period deductions will start.

**EHOVE JOINT VOCATIONAL SCHOOL DISTRICT  
SALARY SCHEDULE EFFECTIVE AUGUST 1, 2016**

Base==>> 37775.00							
STEP	COL 1	COL 2	COL 3	COL 4	COL 5	COL 6	COL 7
----	-----	-----	-----	-----	-----		
0.00	32676	37775	38531	39286	40042	41363	42686
1.00	34281	39381	40136	40910	41666	43177	44499
2.00	35886	40985	41742	42535	43291	44990	46313
3.00	37492	42591	43347	44159	44915	46803	48125
4.00	39098	44197	44952	45783	46539	48617	49938
5.00	40702	45802	46558	47407	48164	50429	51752
6.00	42308	47407	48164	49032	49788	52243	53565
7.00	43914	49013	49768	50656	51412	54056	55379
8.00	45518	50619	51374	52280	53036	55869	57191
9.00	47124	52224	52980	53905	54661	57683	59004
10.00	48730	53830	54584	55529	56285	59495	60818
11.00	50335	55435	56190	57153	57909	61309	62631
12.00		57040	57796	58778	59534	63122	64445
13.00		58646	59401	60402	61158	64935	66257
14.00		60252	61006	62026	62782	66749	68070
15.00		61856	62612	63650	64407	68561	69884
16.00		63462	64218	65275	66031	70375	71697
17.00		65068	65823	66899	67655	72188	73511
18.00		66672	67429	68523	69279	74001	75323
19.00		68278	69034	70148	70904	75815	77136
20.00		69884	70639	71772	72528	77627	78950
21.00		71489	72245	73397	74152	79441	80763
22.00		73094	73851	75022	75777	81254	82577
26.00		74124	74881	76052	76807	82284	83607

2016

**EHOVE JOINT VOCATIONAL SCHOOL DISTRICT  
SALARY SCHEDULE EFFECTIVE AUGUST 1, 2017**

Base==>> 38719.00							
STEP	COL 1	COL 2	COL 3	COL 4	COL 5	COL 6	COL 7
----	-----	-----	-----	-----	-----		
0.00	33492	38719	39494	40268	41043	42397	43753
1.00	35138	40365	41139	41933	42708	44256	45611
2.00	36783	42010	42785	43598	44372	46114	47470
3.00	38429	43656	44431	45262	46037	47972	49328
4.00	40075	45301	46075	46927	47702	49832	51186
5.00	41719	46946	47721	48592	49367	51690	53045
6.00	43365	48592	49367	50257	51032	53549	54903
7.00	45011	50238	51012	51922	52697	55407	56763
8.00	46656	51884	52658	53587	54362	57265	58621
9.00	48302	53529	54304	55252	56027	59124	60479
10.00	49948	55175	55949	56917	57692	60982	62338
11.00	51593	56821	57594	58582	59356	62841	64196
12.00		58465	59240	60246	61021	64700	66055
13.00		60111	60885	61911	62686	66558	67913
14.00		61757	62531	63576	64351	68417	69771
15.00		63402	64177	65241	66016	70275	71630
16.00		65048	65823	66906	67681	72134	73489
17.00		66694	67468	68571	69346	73992	75348
18.00		68339	69114	70236	71011	75850	77206
19.00		69985	70759	71901	72676	77709	79064
20.00		71630	72404	73566	74340	79567	80923
21.00		73275	74050	75232	76005	81427	82781
22.00		74921	75696	76896	77670	83285	84640
26.00		75977	76752	77952	78726	84340	85696

2017

**EHOVE JOINT VOCATIONAL SCHOOL DISTRICT  
SALARY SCHEDULE EFFECTIVE AUGUST 1, 2018**

Base==>> 39687.00							
STEP	COL 1	COL 2	COL 3	COL 4	COL 5	COL 6	COL 7
----	-----	-----	-----	-----	-----		
0.00	34329	39687	40481	41274	42069	43457	44847
1.00	36016	41374	42167	42981	43775	45363	46751
2.00	37702	43060	43854	44688	45482	47267	48657
3.00	39389	44747	45541	46394	47188	49172	50561
4.00	41076	46434	47227	48101	48895	51077	52466
5.00	42762	48120	48914	49807	50601	52982	54371
6.00	44449	49807	50601	51514	52308	54888	56276
7.00	46136	51494	52287	53220	54014	56792	58182
8.00	47822	53181	53974	54927	55721	58697	60086
9.00	49509	54867	55661	56633	57427	60602	61991
10.00	51197	56554	57347	58340	59134	62507	63896
11.00	52882	58241	59034	60046	60840	64413	65801
12.00		59927	60721	61753	62547	66317	67707
13.00		61614	62407	63459	64253	68222	69611
14.00		63301	64094	65166	65960	70127	71516
15.00		64987	65781	66872	67666	72032	73421
16.00		66674	67468	68579	69373	73937	75326
17.00		68361	69154	70285	71079	75842	77231
18.00		70047	70841	71992	72786	77746	79136
19.00		71734	72528	73698	74493	79652	81040
20.00		73421	74214	75405	76199	81557	82946
21.00		75107	75901	77112	77906	83462	84851
22.00		76794	77588	78819	79612	85367	86756
26.00		77876	78671	79901	80694	86449	87838

2018