STATE EMPLOYMENT RELATIONS BOARD
2013 OCT 15 P 3:56

CUYAHOGA VALLEY CAREER CENTER

2012-2015

12-MED-05-0576
0498-01
K#30009

AGREEMENT

Between the

Cuyahoga Valley Career Center

Board of Education

and the

Cuyahoga Valley Federation of Teachers

July 1, 2012
through
June 30, 2015

47

TABLE OF CONTENTS

ARTICLE 1. Duration Article 1
ARTICLE 2. Negotiation Process 1
ARTICLE 3. Management Rights 3
ARTICLE 4. Recognition 3
ARTICLE 5. CVFT Privileges 4
ARTICLE 6. Fair Share Fee 4
ARTICLE 7. No Strike 5
ARTICLE 8. Savings Clause 5
ARTICLE 9. Waiver 5
ARTICLE 10. Proofreading Final Agreement 6
ARTICLE 11. Board Policy Manual 6
ARTICLE 12. Additional Compensation 6
ARTICLE 13. Duty-Free Lunch Period 12
ARTICLE 14. Evaluation 12
ARTICLE 15. Private Vehicle Use 14
ARTICLE 16. Labor Management Committee 15
ARTICLE 17. Grievance Procedures 15
ARTICLE 18. Job Descriptions 17
ARTICLE 19. Parking 18
ARTICLE 20. Access to Personnel File 18
ARTICLE 21. Student Misconduct – Teaching Duties 19
ARTICLE 22. Teacher Assignment 19
ARTICLE 23. Teacher Day 19
ARTICLE 24. Grading Periods 20
ARTICLE 25. Reduction In Force – Teachers 20
ARTICLE 26. Assault Leave 22
ARTICLE 27. Professional Leave 22
ARTICLE 28. Personal Leave 23
ARTICLE 29. Maternity Leave 24
ARTICLE 30. Paternity and Adoption Leave 25
ARTICLE 31. Professional Meeting Leave 26
ARTICLE 32. Military Leave 26
ARTICLE 33. Sick Leave 26
ARTICLE 34. Professional Development/In-Service Committees 27

ARTICLE 35. Insurance Coverage 27
ARTICLE 36. Vacancies 30
ARTICLE 37. Tuition Reimbursement 31
ARTICLE 38. Retirement Stipend 32
ARTICLE 39. Compensation 33
ARTICLE 40. Severance Pay 33
ARTICLE 41. Payroll Deductions 34
ARTICLE 42. Teaching Contracts 35
ARTICLE 43. Early Retirement Incentive 35
ARTICLE 44. Employment of STRS Retirees 35
Execution of Agreement 37
Explanation of Salary Schedule Placement ..... Appendix A
Salary Schedule as of June 30, 2012 ..... Appendix A-1
Grievance Procedure Form ..... Appendix B
Grievance Decision Form ..... Appendix B-1
Memorandum of Understanding ..... Appendix C

ARTICLE 1

DURATION ARTICLE

A. This agreement shall become effective on July 1, 2012, and shall continue in effect to and including June 30, 2015. This agreement shall expire on midnight June 30, 2015. This agreement may be extended by mutual consent.

ARTICLE 2

NEGOTIATION PROCESS

A. Statement of Principles. The Board of Education of Cuyahoga Valley Career Center, hereinafter referred to as the "Board," and the Cuyahoga Valley Federation of Teachers, OFT-AFT, AFL-CIO, hereinafter referred to as the "CVFT" agree that these procedures and principles shall govern the bargaining process between the Board and the CVFT.

B. Representation. Designated representatives of the Board and the CVFT shall meet to negotiate in good faith in accordance with the procedures set forth within this agreement. The Board's negotiating team and the CVFT's negotiation team shall be limited to not more than five (5) Members on each team. Neither party shall have control over the selection of the other party's team Members.

C. Authority of Negotiators. While no final agreement can be executed by the negotiators, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, make counter-proposals, consider counter-proposals, and reach compromises in the course of negotiations.

D. Good Faith Negotiating. All parties involved recognize their responsibilities toward the entire community for negotiating in good faith. "Good Faith" means coming to the negotiating table for purpose of negotiating and interacting on proposals, not to dogmatically pursue preconceived stands. "Good Faith Negotiating" requires that both parties involved recognize the right of each party to present their views and opinions without censure or penalty.

E. Exchange of Information. Prior to and during the period of bargaining, each party will provide the other, upon written request, all regularly and routinely prepared information concerning issues under consideration.

F. Consultants. The parties may call upon consultants, but the attendance of such consultants at the negotiation table shall not cause the maximum number of team Members to exceed five (5). Costs of such consulting services shall be borne by the party requesting it.

G. Interest Based Bargaining Process. The Board and CVFT agree to the concept of Interest Based Bargaining which will occur sufficiently prior to the initiation of the formal bargaining process to allow the parties an opportunity to reach agreement before formal negotiations begin, provided the process and ground rules for such bargaining are mutually agreed upon by both parties. If through Interest Based Bargaining or otherwise,

a negotiated agreement has not been reached by April 15 prior to the expiration of this working agreement in the calendar year in which negotiations are scheduled to occur, either party may notify the other of a desire to commence bargaining. A meeting shall be held within fifteen (15) days of such request. The parties, through the Interest Based Bargaining process, however, may agree to extend the period of time before formal bargaining may occur, provided both parties are in agreement with the modification.

H. Submission of Issues. All issues for formal negotiations by the Board of Education and the CVFT shall be submitted in writing at the first formal negotiation meeting. No additional issues shall be submitted by either party following the designated meeting, unless agreed to by both parties.

I. Proposals shall, in form and detail, specify that to which agreement is sought. Topical listings of items proposed for negotiation ("laundry lists") shall constitute a clear failure of compliance with this requirement and may be disregarded.

J. Meetings. The parties shall meet at places and times agreed upon at the beginning of the prior meeting. Length of meetings, as well as times and places of the meetings, as well as times and places of the following meetings shall be agreed upon at the beginning of each session.

K. Bargaining Meetings shall be closed to the press and public.

L. Caucus. Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a period of time within which to caucus in privacy.

M. Progress Reports. During negotiations, interim reports may be made to the CVFT by its representatives and to the Board by its representatives. Each party will be responsible for requesting that the information from such reports be regarded as only proposals and shall be confidential information with the organization concerned.

N. Minutes of Meetings shall be kept by each party if it deems necessary and only in such form and detail as they may determine advisable.

O. News Releases. During the negotiation process, only mutual statements will be issued to the media, jointly signed by the spokesperson for the Board of Education and CVFT so long as good faith bargaining is in progress.

P. Item Agreements. As negotiated items ("articles") are agreed upon, they shall be reduced to writing and initialed by the chief negotiator of each party. Such initialing shall be construed as tentative agreement by both parties on that item or issue ("article"), subject to finalization by ratification by the Membership of the CVFT and adoption by the Board.

Q. Tentative Agreement may be brought back to the table when it is believed that it will result in progress toward developing a final package. Each tentative agreement brought back to the table shall be discussed.

R. Agreement. When an agreement is reached through negotiations, the outcome shall be reduced to writing. Both parties shall review the agreement together to determine the accuracy of the transcript. If the agreement is then in proper form, it shall be submitted to the CVFT for ratification and the Board for approval.

S. Resolving Differences (impasse procedures):

1. Federal Mediation and Conciliation Services:

a. Following the 30th calendar day from the first meeting, in the event an agreement is not reached by negotiations, either party may choose the option of declaring impasse and shall cause unresolved issues to be submitted to mediation.

b. The Federal Mediation and Conciliation Services will be utilized, and mediation will conform to their rules and guidelines. In the event that the services of a federal mediator cannot be provided, the mediator shall be selected by the alternate strike method from a list of nine (9) proposed mediators from the American Arbitration Association. In the event any costs are involved by the FMCS or AAA, such costs shall be borne equally by the Board and the CVFT.

c. The mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties, but (s)he shall have no authority to create binding agreements on either party. These provisions are in lieu of mediation and fact finding along with the timelines specified under the provisions of the State Employee Relations Board and the Ohio Revised Code.

ARTICLE 3

MANAGEMENT RIGHTS

A. The CVFT recognizes the Board as the locally elected body legally responsible for the management of policies for public education in the school district, and that the Board retains all of those rights of management as set forth in the laws and constitution of the State of Ohio including ORC §4117.08 which rights may be exercised consistent with the foregoing subject to the limitations as may be set forth in this Agreement.

ARTICLE 4

RECOGNITION

A. The Cuyahoga Valley Career Center Board of Education (hereinafter referred to as the "Board") recognizes the Cuyahoga Valley Federation of Teachers, OFT-AFT, AFL-CIO (hereinafter referred to as the "CVFT") as the sole and exclusive representative and bargaining agent for all certified personnel, which shall be defined to include daytime classroom teachers, guidance counselors, daytime certified instructional support staff positions of media specialists and evaluators (provided, however, such media specialists be hired on or after July 1, 1997), hereinafter referred to as "Members", but not including personnel excluded by ORC §4117, post-secondary personnel, and other current management positions. The CVFT shall have those rights as are afforded employee organizations by ORC §4117 including the right to negotiate agreements concerning wages, hours, fringe benefits, and conditions of employment.

B. Challenge to CVFT as bargaining agent shall be according to ORC §4117.07.

C. At the commencement of negotiations, the CVFT shall be required to provide satisfactory evidence that it in fact represents a majority of the employees in the bargaining unit.

D. Both parties agree that all Members of the bargaining unit have the right to join, participate in, and assist the employee organization, and the right to refrain from such without intimidation or coercion.

ARTICLE 5

CVFT PRIVILEGES

A. CVFT shall be permitted the use of reasonable space on the faculty bulletin board and teacher mailboxes, and it shall be used only for the posting of official notice of, or results of official business, activities, and meetings of CVFT.

B. CVFT shall have the privilege, without charge, of holding membership meetings after school hours, on school property in accordance with established procedures for building utilization requests. The time and location of the building utilization request shall not interfere with normal or other scheduled use.

C. The CVFT President will be provided copies of the agenda of official Board meetings within a reasonable time, but not later than forty-eight (48) hours prior to such meeting, and a copy will be posted on the faculty bulletin board.

D. The CVFT President will receive a copy of any documents made available to the public at 3:00 p.m. on the day of each Regular or Special Board of Education Meeting.

E. Professional days for OFT convention of two (2) days will be granted to two (2) CVFT officers or designees. The Board will not incur any expense in connection with this provision other than the cost of needed substitutes.

ARTICLE 6

FAIR SHARE FEE

A. The CVFT recognizes its obligation to fairly and equitably represent all employees whether or not they are members of the CVFT. The Board and the CVFT agree that there will be a fair share fee provision in accordance with ORC §4117.09 (C) except that the provisions of this Article shall not apply to those teachers who as of March 18, 1997 were not members of the CVFT.

B. The notice of the amount of annual fair share fee, which in no event shall exceed 100% of the dues of the CVFT, shall be transmitted by the CVFT to the Treasurer by October 5 of each year during the term of this agreement for the purpose of determining the amounts to be payroll-deducted. The CVFT shall also transmit to the Treasurer by October 5; the names of the employees who have elected not to join the CVFT (those paying the fair share fee). The Treasurer will deduct the fair share fee from the paychecks of employees who elect not to join the CVFT beginning with the first paycheck in December. The annual fair share fee amount shall be deducted in substantially equal payments for the remainder of the paychecks for that school year.

C. The Treasurer shall inform the CVFT when there is a newly hired teacher after the school year begins within five (5) calendar days of the teacher being hired. If the teacher elects not to join the CVFT, then the CVFT shall inform the Treasurer of that within thirty (30) days of that teacher's date of hire and shall also inform the Treasurer as to that teacher's annual fair share fee. Payroll deductions, in substantially equal amounts, shall commence on the first pay date after the later of sixty (60) days of employment or the first paycheck in November.

D. It shall be the responsibility of the CVFT to prescribe an internal procedure to determine a rebate for non-members, which conforms to the provisions of ORC §4117.09(C). No teacher is required to become a member of CVFT.

E. The CVFT on behalf of itself, the OFT, AFT, and any and all other parent or affiliated organizations, agrees to indemnify, defend and hold harmless the Board, its designees, the Superintendent and Treasurer from any and all claims or for any cost or liability incurred as a result of the implementation and enforcement of this provision.

ARTICLE 7

NO STRIKE

A. For the duration of this agreement, no Member of the bargaining unit shall withhold services, or engage in any strike, slowdown, or interruption of normal school activities.

ARTICLE 8

SAVINGS CLAUSE

A. If any provision of this agreement, or the application of any provision, shall be rendered or declared invalid, unlawful, or not enforceable by the State Employee Relations Board (SERB) or by court action, then such provision shall not be applicable, performed, or enforced, but all remaining parts of the agreement shall remain in full force and effect for the term of this agreement.

ARTICLE 9

WAIVER

A. It is agreed that negotiations will not be reopened on any items during the life of this agreement, except upon the mutual consent of the parties.

B. The express provisions of this agreement for its duration constitute the complete and total understanding between the parties with respect to the matters contained herein and shall be binding upon the parties unless changed by mutual agreement or determined to be contrary to law. All prior negotiated agreements not contained herein shall not be binding upon the parties to this agreement.

ARTICLE 10

PROOFREADING FINAL AGREEMENT

A. Representatives of the CVFT and Board will have no less than five (5) business days to proofread the agreement after final typing. Any errors, typographical errors, omissions, or other such "differences" between what the negotiation teams discussed and reached a tentative agreement on, shall be communicated in writing to the Superintendent and the CVFT President for appropriate revision prior to Board adoption.

B. This provision for proofreading shall not alter the content of the final document as ratified by the CVFT and as approved by the Board of Education. The intent here is to provide for the opportunity for correction, not the opportunity for renegotiation.

ARTICLE 11

BOARD POLICY MANUAL

A. One (1) copy of adopted Board policies shall be provided to the CVFT President. The Policy Manual, as well as any Policy updates, will be provided to all Members of the bargaining unit via the Internet or other electronic means.

B. All policy manuals distributed will remain the property of the Board and will be considered "on loan" to anyone, or any organization, in whose possession they might be at any time.

ARTICLE 12

ADDITIONAL COMPENSATION

A. Curriculum Development. Each appropriate Member of the bargaining unit shall develop or revise his/her course of study once every five (5) years. This will be done on a rotating basis with the appropriate Members of the bargaining unit working on the task each year. The Member shall receive the sum of One Hundred Fifty Dollars ($150.00) for each quarter of the course of study model being developed or revised. When multiple instructors are involved with a course of study, the task shall be offered first to the group of instructors involved. If the instructors elect not to work as a group, the task shall be offered to the instructor with most seniority at Cuyahoga Valley Career Center. If declined, the administration may assign the task to any Member involved with the course of study. When more than one Member is involved in the task, the sum shall be divided equally among the Members involved. Members will submit the course of study on a computer disk or in such other format as may be prescribed by the curriculum department. The curriculum department will put the course of study in the proper final format. Those on the rotation will be notified in January and their work must be completed on or before December 31 of that calendar year. The Member will be paid upon the acceptance of the course of study by the Board.

B. Summer Work / School Task. Bargaining unit Members will have an opportunity to apply for summer work above and beyond the regular teaching year for activities that include, but are not limited to lab preparation, inventory, ordering and receiving supplies, coordination of the department or program and facility maintenance. The purpose is not to include the instruction/teaching/evaluation of students. Those approved will be

compensated at the rate of .0006 times the BA, Step 0 per hour for a maximum of six (6) hours per day. If a Member has exhausted all professional growth days except those to be determined or directed by the Superintendent/designee, as outlined in Section D of this Article, he/she will be entitled to use Summer Work / School Task funds for the purposes of professional development for program certification. In all circumstances, the maximum number of hours each Member may be compensated in this Section will be no greater that thirty (30).

C. Extended Service. In addition to the one hundred eighty-five (185) days of the regular teaching year, Members of the bargaining unit will have the opportunity to perform extended service days if requested by the Superintendent. The standard extended service contract will be as approved by the Superintendent or designee and as listed below:

1.

Classification	Extended Service
Career Based Intervention	One (1) extended day per student up to a maximum of twenty (20) days
Job Training	Up to ten (10) extended days
Transition-to-Work	Up to five (5) extended days
Work-study	Up to ten (10) extended days
Guidance/Recruitment	Up to ten (10) extended days
Cooperative Business Education	One (1) day for every three (3) students up to a maximum of eight (8) days
Internships	One (1) day for every six (6) students up to a maximum of eight (8) days

2. Use and Payment for Extended Service Days. All extended service will be paid at the daily rate of the Member's base rate for that contract year. Extended service days are to be used on non-school days with the exception of circumstances, which require student conferences, IEP meetings and student job site visits. These events must take place after 4:30 P.M. in one-hour increments. Time sheets must be submitted once the Member accrues a full days' pay. When extended service days are used on a school day, the Member must submit a detailed log listing what activities he/she accomplished during the regular work day and an explanation of the reason for the use of extended service time on the school day. Time sheets and logs shall be turned into the immediate supervisor prior to payment. In determining the number of extended service days for Cooperative Business Education and Internships, the student participation will be determined on June 15th.

3. Comp Time.

   a. Career Assessment Members shall be entitled to comp time during the one hundred eighty (180) scheduled school days for up to five (5) days necessary to conduct summer student testing and other activities approved by the Superintendent or designee.

b. VOSE Members shall be entitled to comp time during the one hundred eighty (180) scheduled school days for up to five (5) days necessary to conduct summer student conferences, IEP meetings, student job visits and other activities approved by the Superintendent or designee. On scheduled workdays, these events must take place after 4:30 p.m. in one-hour increments.

D. Professional Growth Days. In addition to the one hundred and eighty-five (185) days of the regular teaching year, Members of the bargaining unit will have the opportunity to work additional days for professional growth and student recruitment, to be paid at the daily rate of the Member's base rate for that contract year pursuant to the following guidelines:

1. A Member whose most recent evaluation was "satisfactory" may submit a written request for additional days for professional growth and student recruitment. The request shall be submitted at least four (4) weeks in advance of the requested day(s).

2. Each year the Members of the bargaining unit shall have the opportunity to receive up to five (5) professional growth days for activities leading to professional development. The Superintendent or designee will determine and direct the activities for all of the days utilized by Members new to the district and shall determine and direct the activities for one (1) of the days for all other Members. Members new to the District are those Members who are in the first year of teaching at Cuyahoga Valley Career Center.

3. Members shall apply for professional growth days on the approved form. The plan must be approved by the Superintendent or designee. If rejected, the plan may be modified and resubmitted by the Member for reconsideration.

E. Workload. A planning period(s) within the regularly scheduled school day shall be provided to teachers. Vocational block instructors teaching two (2) three (3)-hour block classes shall be provided at least one (1) forty-five (45) minute planning period through the provision of an infused academic instructor during the block period(s). In cases where such planning period(s) is/are not provided, the instructor will be paid workload pay. (See Table.)

1. Professional staff identified in the side letter of September 24, 1996 shall retain workload pay through their tenure at Cuyahoga Valley Career Center.

2. Those persons who received workload pay for at least two (2) prior consecutive years and had initial contracts, with supplemental workload contracts issued prior to August 1, 2002 shall retain workload pay, except where instructional realignments take place involving the addition of the infused academic period(s) into the vocational block. In such cases, the workload pay will be phased out/stepped down in such a manner, which will result in earnings not less than those paid in the Member's previous school year (earnings defined as base salary plus workload pay). The administration may assign the teacher to another regular duty during the planning period with retention of the workload pay consistent with ORC §3319.01.

3. Supplemental workload contracts shall provide specific language relative to planning period(s) and workload pay. All supplemental contracts for workload pay shall specify whether the workload pay is for a full year or a partial year and

set forth the amount of the workload pay. If a supplemental workload contract is issued for a partial year, the period of time the workload will be in effect shall be stated and the amount of the workload pay shall be prorated accordingly. No Member shall be entitled to workload pay during any contract year unless the Member has executed a supplemental workload contract issued by the Board for that contract year.

Those Members assigned by the Superintendent to teach six (6) or more clock hours per classroom instructional day, without a planning period, shall receive additional compensation at the rate of thirteen percent (13%) of the Member's salary with a minimum payment of Seven Thousand Two Hundred Dollars ($7,200.00) and a maximum payment of Eight Thousand Seven Hundred Dollars ($8,700.00).

F. Student Activities. A Member may receive up to five (5) days' pay for the time used in student activities where his/her student is an active participant such as:

1. Student Competition (local, district, state and national). An additional two (2) days may be granted if necessary for participation at the national level.

2. Non-school day field trips.

3. Leadership camps.

4. Other student activities provided the Member receives advance approval by the Superintendent.

The days shall be for activities on non-school days except that the instructors may be compensated for hours incurred outside the regular school day for contests which take place on regularly scheduled days of work but outside the regular school day. Notwithstanding the limitation of days as set forth above, the CTSO Coordinator may receive up to a maximum of the (10) days for summer camp, contests and officer training. Compensation will be at the per diem rate as calculated from Step 0, Column D, of the salary schedule.

G. Principal's Liaison. The purpose of the liaison group is to collectively plan and meet with the high school principal and liaison members. The liaison group will disseminate and collect information, and secure members' input to help facilitate an efficient decision-making process. There will be no more than nine (9) teacher members representing school-identified career fields, which will be determined by the high school principal and CVFT President. When multiple instructors are included in a career field, the position will first be offered to the instructor with the most seniority at Cuyahoga Valley Career Center. If declined, then instructors within each career field will elect the liaison. The pay for this position will be based on a standard thirty (30)-hour time commitment (not to be increased or decreased) times the prevailing summer work hourly pay rate.

H. New Teacher Orientation Program. The New Teacher Orientation Program is designed to provide professional in-service support to new staff who have not previously taught at the secondary school level. The major elements of the Program are:

1. Required participation in this district designed new teacher orientation.

2. The assignment of a lead instructor to provide professional advice and support on a weekly basis during the first semester (15 weeks) of the school year. This is in addition to ongoing support provided by the supervising assistant principal/administrator throughout the school year, and

3. Provision of appropriate professional materials (i.e., manuals, pamphlets, periodicals, and readings) to guide the growth of the new staff member.

A lead instructor will be identified by the high school administration for each newly assigned teacher without previous teaching experience. Such selection will be based on, but not necessarily limited to:

1. Demonstrated three (3) years of successful teaching experience at Cuyahoga Valley Career Center or the most experienced person within the cluster.

2. Evidence of strong organizational, interpersonal and instructional skills.

3. Perceived compatibility with the new staff person.

4. Willingness to assume additional responsibilities.

5. Exemplary record of professionalism and professional evaluation(s) with a demonstrated ability to be a positive school influence.

6. Strong teaching role model.

7. Breadth and/or depth of experience.

The program content and session schedule will be determined by the high school administration. Newly assigned teachers, without prior teaching experience shall be reimbursed at thirty (30) hours (not to be increased or decreased) times the summer work rate. (Minimum of seven (7) sessions needs to be attended to receive the stipend.)

Professional staff serving as lead instructors shall be reimbursed fifteen (15) hours (not to be increased or decreased) times the summer work rate.

Teacher participants with prior teaching experience shall be compensated at eight (8) hours (not to be increased or decreased) times the summer work rate. (Minimum of seven (7) scheduled sessions needs to be attended.)

This language is not inclusive of Praxis or Pathwise teacher requirements. This will be governed by State Law and CVCC Policy #3123 (The Entry-Year Program for New Teachers going through Praxis and/or Pathwise Requirements for Teaching Licensure).

I. Other Supplementals. The Superintendent may approve additional supplemental contracts for high school activities at his/her discretion to be paid at an appropriate rate.

Adult Education contracts are outside the scope of this collective bargaining agreement and shall not be deemed to be supplemental contracts or additional compensation.

J. Accountability.

1. Staff Attendance. Members will be eligible for a quarterly attendance incentive. Each Member will receive One Hundred Dollars ($100.00) if he or she has perfect attendance for the quarter and Fifty Dollars ($50.00) if he or she misses one (1) day. No sum for the quarter will be paid if the Member misses more than one (1) day. In addition, if the Member has perfect attendance for all four (4) quarters of the school year, the Member shall earn an additional One Hundred Dollars ($100.00). Absence due to jury duty or school related court appearances will not be counted for purposes of calculating this attendance incentive.

2. Student Attendance. If the district meets the state standard for student attendance, or in the absence of a state standard, attains an attendance rate of at least ninety-four percent (94%), all Members of the bargaining unit will receive Three Hundred Dollars ($300.00).

3. CTAE Technical Assessment (formerly OCTCA) / Ohio Graduation Tests. Members shall be eligible for one (1), but not both, of the following test score incentives:

   a. CTAE Technical Assessment (formerly OCTCA) Results. A Member teaching in the career and technical area will be eligible to receive Two Hundred Fifty Dollars ($250.00) if the Member's eligible students meet the student benchmark as established by the State.

   b. Ohio Graduation Test (OGT). All academic and other instructors who directly remediate students for the OGT will be eligible for Two Hundred Fifty Dollars ($250.00) if sixty percent (60%) of the students they service pass all parts of the OGT by June 1st.

4. Positive Post Program Placement. If the District meets the standard of ninety-six percent (96%) for positive post program placement, each Member will receive Two Hundred Twenty-Five Dollars ($225.00).

5. Retention. If the District retains seventy percent (70%) of its students from the Junior to Senior years as measured in October of the respective years, then each Member will receive One Hundred Twenty-Five Dollars ($125.00).

6. Payment of Stipends. The stipends set forth above shall be paid by the first pay day in July or two (2) weeks after the information to calculate the sum becomes available, whichever is later.

K. Local Professional Development Committee (LPDC) Member Compensation. All Members of the LPDC committee shall be compensated as follows:

1. Chairperson: Up to three percent (3%) of the base, Step 0, Column A at an hourly rate calculated to be .0009 times Step 0, Column A of the Teachers' Salary Schedule. The compensation shall be calculated based upon the number of hours of work and shall not exceed the designated amount. The Chairperson's responsibilities are specified in Board policy. It is recognized that the Chairperson's work shall include any or all of the following: presentations to Federation membership, filing of reports, approval of committee member timesheets, and other duties as specified in Board policy.

2. Remaining Members: Up to two percent (2%) of the base, Step 0, Column A at an hourly rate calculated to be .0007 times Step 0, Column A of the Teachers' Salary Schedule. This is also at an hourly rate not to exceed the amount specified.

3. Additional PDU Credits: PDU's would be granted on an hourly basis with the Member completing and submitting a timesheet. Substantiating the hours completed toward said credits, time spent in actual LPDC meetings, in addition to time spent in preparation for the meetings would be included.

It is understood that the Chairperson will assume the responsibility for submitting quarterly the timesheets for the hours that the committee worked.

L. Single period substitute pay. Bargaining unit Members who may substitute for a single period shall be paid at the rate of Fifteen Dollars ($15.00) for each forty-five (45)-minute period. The Treasurer shall pay the Member for his or her accumulated single period substitute pay semi-annually; with the first payroll of December and the second payroll of June.

M. Longevity. With the first pay in January, Members with continuous years of service at CVCC shall be paid a sum as follows:

10 - 14 years	$400.00
15 - 19 years	$500.00
20 + years	$600.00

N. Catering. A supplemental contract will be offered for catering to a qualified person in the Hospitality and Tourism Department. The pay will be .0006 times Step 0, Column A per hour. There will be no more than four (4) district events that will be mandatory for this supplemental. Any other events will be voluntary and be paid at the same rate as above. This pay will apply to any hours worked outside the school day. If no qualified Member accepts this supplemental, the Board may assign it to a person outside the bargaining unit.

O. Notwithstanding the foregoing, the payments described in Sections (G) and (J)(3) and (4) shall not be made for the 2012-13 school year and will be made for the 2013-14 school year only if the income received by the District in the 2012-13 fiscal year (being defined as the amount on Line Item 1.07 of the District's Five Year Forecast finalized and audited by December 31, 2013) shall equal or exceed $14,844,347.64. The payments described in Sections (G) and (J)(3) and (4) shall be made for the 2014-15 school year only if the income received by the District in the 2013-14 fiscal year (being defined as the amount on Line Item 1.07 of the District's Five Year Forecast finalized and audited by December 31, 2014) shall equal or exceed $14,844,347.64.

ARTICLE 13

DUTY-FREE LUNCH PERIOD

A. Each teacher shall have a forty-five (45) minute duty-free lunch period each day. All staffing for educational programs and services is of primary importance. Appropriate attention will be given to providing the lunch period toward the middle of the day. The lunch period shall be a continuous forty-five (45) minutes except that academic teachers may be required by the Superintendent or designee to split the period in order to meet staffing needs provided that one (1) of the periods is no less than thirty (30) minutes.

ARTICLE 14

EVALUATION

A. Purpose. The purpose of evaluation is to: (1) assist the teacher in the improvement of the teaching process, (2) assess the quality of teaching in the classroom, (3) assist the teacher in the development of areas which will provide improved educational

opportunities for students and, (4) provide information which may be utilized in the consideration of limited contract renewal or non-renewal. This evaluation section shall replace ORC §3319.111 in the implementation of ORC §3319.11, or any provision of this contract adopting, modifying or replacing ORC §3319.11.

B. Procedure. All teachers' evaluations will be conducted according to this procedure. The supervisor has responsibility for evaluations.

C. Orientation. The supervisor must provide an orientation to all new teachers under his/her supervision, prior to any evaluation, but will provide an orientation to other teachers only when a new evaluation instrument has been developed.

D. Lesson Plans. All new teachers to the district will be required, during their initial year at Cuyahoga Valley Career Center, to submit daily lesson plans to their immediate supervisor on a weekly basis. Lessons will be reviewed and suggestions for improvement will be made if necessary. After the initial year, teachers shall submit daily lesson plans as directed by their immediate supervisor except that tenured teachers shall not be required to submit daily lesson plans but will have them available upon request as directed by the tenured teacher's immediate supervisor.

E. Evaluation Instrument. Upon request of either party, the evaluation instrument will be reviewed by a Joint Federation/Management Committee to make recommendations to the Superintendent.

F. Basis of Evaluation. Evaluations shall be based on classroom activities, student supervision, and the other criteria identified in the evaluation instrument. Formal classroom evaluations shall be conducted in the open and with full knowledge of the teacher concerned. Without prior notification, no form of electronic device may be used. Formal classroom observations may not be conducted in conjunction with a holiday or on the day after or before it.

G. Observation. All written comments must be provided to the teacher within five (5) working days following a formal observation. Observations may be used to provide a guide for teacher improvement and correction of any deficiency. All teachers shall acknowledge the observation by signing it. The signature of the teacher means that the observation has been reviewed by the teacher and evaluator. It does not imply agreement with any, all or part of the observation.

1. Evaluation frequency-the limited contract teacher.

   a. All limited contract teachers will have no less than one (1) formal evaluation each year. The evaluation must be preceded by no less than two (2) observations of no less than thirty (30) minutes.

2. Evaluation frequency-the tenured teacher.

   a. A continuing contract teacher will have no less than one (1) formal evaluation every four (4) years. The evaluation must be preceded by no less than two (2) observations of no less than thirty (30) minutes.

H. Evaluation. All teachers shall acknowledge the evaluation by signing it. The signature of the teacher means that the evaluation has been reviewed by the teacher and evaluator. It does not imply agreement with any, all, or part of the evaluation. A teacher may file a

rebuttal to an evaluation and have it attached to it, prior to it being placed in the teacher's personnel file. A supervisor with a rebuttal shall have copies of same delivered to the Superintendent. The contents of the evaluation are not grievable.

I. Non-renewal of a limited teaching contract shall be pursuant to the provisions of ORC §3319.11 except that the evaluation procedures contained in this article shall supersede those contained in ORC §3319.111.

J. Implementation of state-required modifications to teacher evaluation procedures. In compliance with recent modifications implemented by the General Assembly including amendments to ORC §3319.111 and §3319.112, the parties established an Evaluation Committee composed of three (3) administrators selected by the Superintendent and three (3) teachers selected by the Union for the purpose of making recommendations to the Board of Education with respect to the adoption of a standards-based teacher evaluation policy that conforms with the framework for evaluation of teachers developed under ORC §3319.112, ("the Evaluation Policy").

Should the Evaluation Committee decide to have teacher(s) trained pursuant to the Ohio Department of Education OTES Program, they shall be granted release time and the Union shall pay for the cost of the substitute required by the teacher's absence. The Teacher members of the Evaluation Committee shall be granted release time for Evaluation Committee meetings that occur during the regular school day.

The Evaluation Policy adopted by the Board of Education shall be implemented as follows:.

1. For the 2012-13 school year, the evaluation procedures set forth in Sections A-I shall apply.

2. For the 2013-14 school year, the Evaluation Policy adopted by the Board of Education shall be used on a pilot basis for those teachers on continuing contracts who are due to be evaluated on the current evaluation cycle. The results of the pilot are for data collection only. Any employment decisions with respect to those on continuing contracts shall be based on the procedures set forth in Sections A-H, above unless they request to be evaluated under the Evaluation Policy. For the 2013-14 school year, those on limited contracts shall be evaluation under the procedures set forth in Sections A-I, above unless they request to be evaluated under the Evaluation Policy.

3. For the 2014-15 school year the Evaluation Policy shall apply to all teachers.

ARTICLE 15

PRIVATE VEHICLE USE

A. While no Member of the bargaining unit will be required to transport any student in his/her privately owned vehicle (unless included in the Member's job description), Members who volunteer to transport students in the Members' privately owned vehicles shall receive mileage reimbursement as set forth in Section B of this Article with the prior approval of the Superintendent or his/her designee. In the event that transportation of students is required/necessary, total amount of mileage will be reimbursed, with prior administrative approval of the Superintendent or his/her designee.

B. While a Member is on official school business in the Member's privately owned vehicle he/she shall receive the IRS mileage rate in effect at that time. Official mileage will be from the Cuyahoga Valley Career Center. The total amount of mileage will be reimbursed following the completion of the required forms for such travel.

C. The Board shall maintain a vehicle insurance policy for "employer's non-owned automobile liability insurance" in the amounts established by the Board and as available, as excess insurance in the event of an accident while a Member of the bargaining unit is transporting student(s) on official and approved school business, although nothing can relieve the primary responsibility of the Member driver in the event of an accident. Members are directed to Board Policy No. 8660 and/or the Business Manager for further information and the procedures to be followed.

ARTICLE 16

LABOR MANAGEMENT COMMITTEE

A. The Board and the CVFT desiring to foster better day-to day communications, and to achieve and maintain a mutually beneficial relationship through the use of a continuing communications program to effectively maintain stable labor-management relations and avoid controversies, do hereby establish a Labor Management Committee hereinafter referred to as the "LMC".

B. The purpose of the LMC is to discuss, explore and study issues of concern referred to it by the parties to this Agreement. The LMC, by mutual agreement, shall be authorized to make recommendations on those issues of concern that have been discussed, explored and studied.

C. The initial makeup of the LMC will be the Superintendent of the CVCC and two (2) other members of his/her choosing, the President of the CVFT and two (2) other CVFT members of his/her choosing. The number of members may be higher, if the LMC decides to expand.

D. The LMC will meet quarterly or more often if necessary. If there are no issues of concern to be discussed the quarterly meetings may be cancelled. Prior to each meeting the CVFT President and the Superintendent shall meet to set the issues of concern agenda which will be sent out to the other committee members prior to the meeting. Neither party may veto the other party's issues.

E. The LMC will decide on its own ground rules and methods of operation. This could also include going through training provided by FMCS on these matters.

ARTICLE 17

GRIEVANCE PROCEDURES

A. DEFINITIONS

1. Grievance - is an alleged violation of, misinterpretation of, or misapplication of the terms of this contract.

2. Grievant - shall be an individual Member of the bargaining unit or the Federation acting on its own behalf or on behalf of the Members of the bargaining unit.

3. Days - shall mean calendar days exclusive of recognized legal holidays.

4. Rights of Grievant - The lodging and resolving of grievances shall be the right of each Member of the bargaining unit and the Federation acting on its own-behalf or on the behalf of Members of the bargaining unit. However, the resolution of any grievance shall not be inconsistent with the terms of this Contract.

5. Supervisor - shall include the Member's immediate supervisor as well as a designee in the immediate supervisor's absence.

B. PROCEDURE

1. Informal Step. If an employee believes there is a basis for a grievance, the employee is encouraged to first discuss the matter with the immediate supervisor or other involved administrator in an effort to resolve the problem informally.

2. Step I. A grievant shall file a written grievance (Appendix B), clearly setting forth all reasons for the grievance, with his/her immediate supervisor within twenty (20) days following the act or condition which is the basis for the grievance; provided, however, that this time limit shall be extended to thirty (30) days if the aforesaid twenty (20)-day period included within it fewer than seven (7) regularly scheduled work days. The supervisor shall, within seven (7) regularly scheduled work days following the filing of the written grievance, deliver to the grievant and the Grievance Representative a completed grievance decision form (Appendix B-1) on which he/she shall have clearly set forth the reason for his/her decision. If the grievant is not satisfied with the disposition of the grievance at Step I, he/she may, within seven (7) days of receiving the Step I answer, proceed to Step II.

3. Step II. If the action taken by the supervisor does not resolve the grievance to the satisfaction of the grievant he/she may appeal, in writing (Appendix B), to the Superintendent. A hearing shall be conducted by the Superintendent within seven (7) days after receipt of the appeal. The Superintendent shall, within seven (7) days following the hearing, deliver to the grievant and the Federation Grievance Representative a completed Grievance Decision Form (Appendix B-1) on which he/she shall have clearly set forth the reason(s) for his/her decision.

4. Step III.

   a. If the Grievant is not satisfied with the disposition of the grievance at Step II he/she may request the Federation to demand a hearing before an arbitrator.

   b. The Federation shall file such demand with the Superintendent within fifteen (15) days after receipt of the written disposition at Step II.

   c. The arbitrator shall be selected pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.

d. The Arbitration level of the grievance procedure shall be conducted pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.

e. The cost of the arbitrator shall be borne both equally.

f. The decision of the arbitrator shall be rendered as promptly as possible and shall be binding on all of the parties. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any terms of the Contract.

C. MISCELLANEOUS

1. Failure of Administrator to Respond. Should the appropriate administrator fail to act within the prescribed time limitation, the grievance will move to the next level.

2. Failure of Grievant to Respond. Should the grievant fail to act within the prescribed time limitation, the grievance will move to the next level.

3. Grievant's Right to Representation. The grievant shall have the right to have a representative present at all conferences/hearings, above the informal level, which are part of this procedure.

4. Federation's Right to Representation. The Federation shall have the right to have a representative present at all conference/hearings. Said Federation Representative shall be allowed to speak for the Federation regarding the grievance and any proposed resolution of the grievance.

5. Confidentiality of Grievance Files. All documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file or included in any other record pertaining to the individual grievant.

ARTICLE 18

JOB DESCRIPTIONS

A. Each Member of the bargaining unit employed in the particular certification shall receive a copy of changes in his/her job description prior to June 1 for the following school term. Any changes in the job description between June 1 and the beginning of the next school year can only occur upon the occurrence of a resignation or a vacancy.

B. Each newly hired regular Member shall receive a copy of the job description for his/her certification.

C. The CVFT President shall receive a copy of all job descriptions for bargaining unit Members.

D. In the event a bargaining unit Member has reason(s) to believe that the contents of his/her job description should be revised, he/she shall present such reason(s) to the immediate supervisor. Such reason(s) should be in writing along with a draft of recommended changes in the job description. The supervisor shall consider such

reason(s) and change(s) and shall respond to the bargaining unit Member. In the event the bargaining unit Member is not satisfied with the immediate supervisor's response, he/she may present such proposed revisions to the Superintendent or designee.

ARTICLE 19

PARKING

A. The school district shall provide parking facilities accessible to the school to accommodate the parking of the privately owned vehicles of the Members.

ARTICLE 20

ACCESS TO PERSONNEL FILE

A. All materials placed in a Member's personnel file after initial employment, other than confidential letters of reference, shall be available for inspection by that Member during regular business hours.

B. If possible, said file inspection shall take place within one (1) day of the request to the Superintendent, but no later than five (5) days, excluding Saturdays, Sundays and holidays, of the request, unless mutually extended by the Superintendent or his/her designee and the Member.

C. Any Member who elects to review material in his/her file may be accompanied by a representative of his/her choice.

D. All material placed in a Member's personnel file shall be dated.

E. The initialing and/or signing of any material by the Member, including any and all observation and evaluation forms, is merely an acknowledgment of having seen the material and does not necessarily indicate agreement or disagreement.

F. No material shall be placed in the Member's file that comes from an anonymous source.

G. Parental complaints shall not become a part of the official personnel file or be used in disciplinary decisions unless shared with the Member.

H. If a document, in the judgment of the Superintendent, is considered to be accurate and reliable, Members shall be provided with copies of any adverse materials within ten (10) days after receipt and before placement in the file. The Member shall have the opportunity to reply in writing to the adverse material within ten (10) days after receipt of a copy of such material and the reply shall be placed in the file along with the adverse material.

I. Member personnel files shall be used only to the extent that they are required for the operation of the district, its program and stated purposes. Documents in the file or copies thereof shall not be released except to (1) Members of the Board (2) any person having the written permission of the Member (3) as required by subpoena or judicial order (4) by application of any law relating to access of public records including, but not limited to ORC §149.43.

ARTICLE 21

STUDENT MISCONDUCT-TEACHING DUTIES

A. The Board of Education and the CVFT agree that the adjustment of behavior problems is the joint responsibility of teachers and administrators. While administrators and teachers share joint responsibility for handling student discipline, teachers should initiate the process through classroom management in accordance with Board Policy. Administrators shall act with reasonable dispatch to render assistance to the teacher in resolving behavior problems.

ARTICLE 22

TEACHER ASSIGNMENT

A. If, after July 10, a teacher has not received notice of his/her instructional assignment or his/her instructional assignment is changed without his/her consent for the forthcoming school year, the teacher shall have the right to resign his/her employment. If a change in instructional assignment made after July 10 is accepted by a teacher and two (2) or more teachers with the same certification have the same course assignment, the teacher with the most seniority in the district will be consulted as to his/her preference prior to making the assignment.

B. Teachers hired on or after July 1, 1996 and not teaching at least six (6) or more instructional classroom hours per day in a skill training classroom course that is daily taught in two (2) three (3)-hour segments and results in three hours of credit towards graduation may be required to teach in locations other than the main campus. Any other teacher may agree to teach in locations other than the main campus.

ARTICLE 23

TEACHER DAY

A. The normal teacher day shall be seven and one-half (7½) continuous hours (with a duty-free lunch period as provided elsewhere in this negotiated agreement). These continuous hours shall begin no earlier than 6:00 a.m. and end no later than 5:00 p.m. over the one hundred and eighty-five (185) days of the school calendar. The normal teacher day will be from 7:30 a.m. to 3:00 p.m. unless the Superintendent establishes otherwise. The Superintendent and/or Principal may vary the teacher day for particular teachers as may be necessary or appropriate to accommodate the District's mission but that particular teacher's day shall remain seven and one-half (7½) continuous hours (with a duty-free lunch period as provided elsewhere in this negotiated agreement) and within the 6:00 a.m. to 5:00 p.m. parameter as established above.

B. Certain school activities, teacher meetings, leadership development activities, open house, and other similar work related activities will continue to be scheduled as required, which may require the teacher's attendance before, after completion of or beyond the end of the regular work day.

C. Parent/Teacher Conferences will be held on the Wednesday and Thursday evenings prior to the regularly scheduled teacher In-Service Day. These two (2) evenings will act as a replacement for the October In-Service.

ARTICLE 24

GRADING PERIODS

A. To the extent possible, the grading periods of each school year shall be scheduled to end on a Friday with the grades due on the next working day. A CVFT representative shall participate in the initial establishment of grading period schedules with associate school district representatives.

ARTICLE 25

REDUCTION IN FORCE-TEACHERS

A. General Reduction in Force

If, for the reasons set forth in ORC §3319.17, the Board determines it necessary to reduce the number of bargaining unit positions, the provisions of ORC §3319.17 will be used. In making any such reduction, the Board of Education shall proceed to suspend contracts in accordance with the recommendation of the Superintendent of Schools who shall, within each teaching field affected, give preference first to teachers on continuing contracts. The Superintendent shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations and shall use the following procedures to implement this provision:

1. Prior to making a reduction in force, the Superintendent/Designee shall identify those teachers whose teaching field is affected by the need to reduce the number of teachers employed by the Board (hereinafter, "RIF Pool");

2. Next, the Superintendent/Designee shall exclude any teacher from the RIF Pool who previously attained continuing contract status within the District provided however that this requirement shall not apply where the RIF Pool contains only teachers with continuing contract status;

3. Next, the Superintendent/Designee shall review written evaluations together with any related materials (hereinafter, "Evaluations") of each teacher in the RIF Pool. This review shall consider the Evaluations completed for the most recent three (3) Evaluation Years, if available, for each teacher in the RIF Pool. An Evaluation Year shall mean all Evaluations completed within one (1) school year. Based solely upon the review of each teacher's Evaluations during the most recent three (3) Evaluation Years (if available), the Superintendent/Designee shall rank the teachers in the RIF Pool using Objective and Measureable Standards. If a teacher in the RIF Pool does not have any completed Evaluations, the teacher shall be ranked as having the lowest overall Evaluation. While developing the Objective and Measureable Standards, the Superintendent/Designee shall provide to Union representatives an opportunity to meet and discuss any draft(s) of the Objective and Measurable Standards. Any meeting occurring under this subsection shall be collaborative in nature. The Superintendent/Designee shall give due consideration to input provided by Union representatives regarding the draft(s) of the Objective and Measurable Standards. The Superintendent retains the final authority to determine the Objective and Measureable Standards.

4. Next, the Superintendent/Designee shall select for reduction in force the teacher(s) in the RIF Pool with the lowest overall Evaluations. If the Superintendent/Designee determines, after following the process in the preceding paragraph, that two (2) or more teachers in the RIF Pool have the same ranking, the Superintendent/Designee shall use seniority as the tiebreaker.

5. Prior to implementing a reduction in force, the Superintendent/Designee shall provide an opportunity to the Union President to meet, discuss and confirm the Superintendent/Designee's application of the procedures under Section A of this Article and any corresponding calculations. Also, prior to implementing the reduction in force, the Superintendent/Designee shall provide an opportunity to the Union President and the teacher(s) subject to the reduction in force to meet and discuss the reduction in force.

B. Reduction in Force due to Elimination or Reduction of Career Technical Program or Academic Content Area

Notwithstanding the provisions of Section A, if the Board elects to eliminate a specific career technical program or academic content area for such reasons as low enrollment, reduced funding or reduced placement, then the Board may eliminate the position of the Member who was teaching that program. However, the parties agree that prior to elimination of the program, the Superintendent, or designee, and the Member will discuss the situation between themselves, and with others as may be appropriate, including the exploration of possible options. If the Board still elects to eliminate the program, the Member affected may present the issue to the Labor Management Committee for review and possible recommendation to their respective parties assuming they are able to mutually come to an agreed recommendation. Nothing herein shall be deemed to require the Board to keep a program, it being agreed that the decision of which programs to offer is a management right not subject to bargaining or negotiation.

In the event a career technical program or academic content area has two (2) or more teaching positions and less than all are to be eliminated, then those teaching positions within the program or academic content area to be reduced will be determined pursuant to the criteria set forth in Section A.

C. Recall

Teachers who have been laid off shall be entitled to recall for a period of two (2) years to a vacant position with the same taxonomy code as the position from which the teacher was laid off or to a position for which he or she is qualified by reason of prior, recent related instructional content experience. In the event two (2) or more persons are entitled to be recalled to the vacant position then the person with the highest Evaluation score as described in Section A above shall have the first right to recall.

A teacher's name will be removed from the recall list if (a) he or she waives his or her recall rights; (b) the teacher resigns while he or she is on layoff; (c) the teacher fails to accept recall to a vacancy within fifteen (15) calendar days of the date the notice was sent via certified mail to his or her last address on record with the Board; or (d) more than two (2) years have passed since the teacher was laid off. It shall be the responsibility of each teacher to notify the Board of any change in address.

ARTICLE 26

ASSAULT LEAVE

A. Any Member of the bargaining unit who is absent due to physical disability or trauma directly resulting from any assault by a student or parent or other(s), which occurs in the course of Board employment while on duty either on school grounds during school hours, or where assigned to be in attendance at a school-sponsored function, shall be eligible to receive assault leave.

B. To qualify for assault leave, the Member must:

1. Receive a physical examination or psychological evaluation and diagnosis by a physician mutually agreed upon (the Board shall pay the costs of such physical).

2. Deliver to the Treasurer (or cause to be delivered to the Treasurer) a signed statement on forms (ADM 28) prescribed by the Board which shall indicate the nature of the injury, the date of its occurrence, the identity of the individual(s) causing the assault, the facts surrounding the assault, and the willingness of the Member to pursue legal action against the assailant(s) and to cooperate with the Board and administration in such regard.

3. File (or cause to be filed) a claim with the Bureau of Worker's Compensation: all medical payments shall be applied for through the Bureau of Worker's Compensation; if Worker's Compensation benefits are granted, the amount of these benefits shall be subtracted from the assault leave benefits (per diem rate of pay) paid by the Board of Education.

4. If a Member becomes permanently disabled due to an assault, he/she shall apply for disability retirement.

C. In the event the Member is unable to complete the reports in a timely manner as a result of the assault, the Member shall receive assistance from his/her administrative supervisor to complete the required documents.

D. Under the provisions of Ohio Revised Code, if medical attention is required, a certificate from a licensed physician stating the nature of the disability and its duration shall be required before assault leave can be approved for payment for the maximum of twenty (20) working days of assault leave.

ARTICLE 27

PROFESSIONAL LEAVE

A. Upon the recommendation of the Superintendent, the Board may initiate a leave of absence for a Member to receive additional training as may benefit him/her.

B. A "professional leave for program or personnel improvement" may be granted to any Member of the bargaining unit for professional study and improvement for a period not to exceed two (2) semesters in the same school year (one (1) year for twelve (12) month employees) after a minimum of five (5) years employment in the district, unless such restrictions are waived by the Superintendent. Payment will be at the employee's per diem rate less any substitute costs connected with the decision.

C. Such a leave with pay may also be granted during the summer months when classes are not normally in session.

D. In the event the leave is granted without Board-paid "fringe" benefits (insurance), Members of the bargaining unit may continue to participate in the district's collateral Member benefits (insurance) subject to the carrier's rules and regulations by remitting in advance monthly the costs of such programs for the Member on leave and his/her dependents if so covered, or as otherwise approved by the Superintendent.

E. Upon return to duty, the Member shall be returned to the same or similar position.

F. Upon return to duty, all rights with respect to contract status, salary increments, and other benefits provided by law or granted by the Board shall be granted to the Member.

G. The leave must be based on a prospectus for professional growth submitted by April 1 and approved by the Superintendent, as well as the availability of a satisfactory substitute.

H. Evidence will be required to show that the plan is being followed prior to any partial payment.

I. The Member of the bargaining unit will be required to spend at least one (1) year following the leave of absence in employment of the school district unless the bargaining unit Member has completed ten (10) years of teaching in the district.

J. No more than two (2) Members of the bargaining unit may be on professional leave during the school year at one time, nor shall this leave be granted to the same Member more than once in a three (3)-year period.

ARTICLE 28

PERSONAL LEAVE

A. Each Member of the bargaining unit will be entitled annually to a total of three (3) days personal leave (such leave may be taken in part or in whole days) for matters that may be handled only during school hours. Personal leave days are non-accumulating and shall not be deducted from accumulated days of sick leave. Personal leave will be granted under the following provisions:

1. Personal leave is granted for matters that may be handled only during school hours.

2. All requests for personal leave must be submitted five (5) days in advance of the leave day(s) on the Advance Leave Request Form. The Superintendent may waive the advance notice when reasons warrant such action.

3. Personal leave days may not be used immediately before or after a holiday or vacation, except with personal circumstances that may require that leave. The exception requires prior approval from the Superintendent or his/her designee.

4. All requests for personal leave will receive prompt attention.

5. The Superintendent may approve personal leave for emergency reasons other than those identified below. Valid reasons for personal leave would include;

   a. Day of marriage of the Member, Member's child, or Member's parent.

   b. Graduation exercises of the Member, Member's child, Member's spouse, or Member's parent.

   c. Acceptance of a civic or public service honor or award.

   d. Legal transactions or legal matters which can not be scheduled outside of the regular working day.

   e. Personal business.

   f. First day of departure of Member's child for initial induction into military service, or for admission to institutions of higher education.

   g. Official audit for the Internal Revenue Service.

   h. House or dwelling of Member damaged by fire, flood, or severe accident.

   i. Repair of damaged major appliance which would create hazardous conditions to the Member's dwelling if left unattended.

   j. Proceeding for the adoption of a child by a Member.

   k. Wedding of a close relative or friend.

   l. Funeral of a family member, close relative or friend. At the time of leave, the Member shall designate whether he/she is taking personal leave, sick leave or a combination of the two.

   m. Observance of religious holiday.

ARTICLE 29

MATERNITY LEAVE

A. A Member who is pregnant shall file a letter of notification with the Superintendent no later than the end of the sixth month of pregnancy. This notification shall include the anticipated delivery date, and shall indicate whether the Member plans to take a maternity leave of absence or not.

B. If the Member wishes to take a maternity leave of absence, the actual beginning of the leave shall be no later than the next regularly scheduled workday following the delivery date or at such earlier time as specified by the Member.

C. Maternity leave shall be subject to the following provisions and conditions:

1. The Member may use any or all accumulated sick days while on maternity leave before, and six (6) weeks following, delivery upon the recommendation of her physician while unable to return to work.

2. If the Member chooses not to use accumulated sick leave, or if accumulated sick leave expires during the maternity leave, the Member shall be permitted to continue health insurance coverage at the Member's expense and subject to the carrier's conditions throughout the period of maternity leave.

3. Between the time leave is requested and one (1) calendar week following the delivery date, the Member shall have the right to cancel the leave upon written notification to the Superintendent. If the time limit of one (1) calendar week following the delivery date occurs on a Saturday, Sunday, or Board-recognized holiday, the leave may be canceled no later than the weekday following the one (1) calendar week.

4. The leave shall extend through the date requested by employee for the school year in which the leave begins and, upon the request of the Member, for an additional school year. However, if delivery is to occur during the first semester of the school year, a Member with the approval of her physician, may return to work during the second semester.

5. Members on maternity leave shall notify the Superintendent by letter of plans for the coming school year by April 1 proceeding that school year.

6. On returning to service from maternity leave, the Member shall be returned to the same or similar position the Member occupied prior to the leave if said position has not been abolished. If the position has been abolished, the Member shall be given another position for which the Member is properly certified. If the Member is unable to fill any other position, the Member shall be placed on a reduction in force list for not more than a two (2)-year period.

7. Upon return to duty, all rights with respect to contract status, salary increments, and other benefits provided by law or granted by the Board shall be granted to the Member, except such unpaid leave will not be included for the purpose of seniority and placement on the salary schedule.

ARTICLE 30

PATERNITY AND ADOPTION LEAVE

A. Upon advance written request, a total of no more than ten (10) days of paid sick leave will be granted for the birth or adoption of the Member's child. The number of days will be determined by the Superintendent or his/her designee.

B. Upon advance written request, a total of no more than five (5) days per contract year of paid sick leave will be granted for the birth of the Member's grandchildren. The number of days will be determined by the Superintendent or his/her designee.

ARTICLE 31

PROFESSIONAL MEETING LEAVE

A. The Board and Superintendent recognize and encourage professional development of Members through the attendance at professional meetings/activities during the normal workday. The Administration will develop guidelines for leave to attend such meetings/activities.

B. Members are to discuss meeting/activity requests with their supervisors and submit requests to the Superintendent or designee for his/her final consideration.

ARTICLE 32

MILITARY LEAVE

A. Military leave will be granted in accordance with ORC §3319.14 and §5923.05 and any other applicable state and federal law.

ARTICLE 33

SICK LEAVE

A. Sick leave shall be accumulated at the rate of one and one-fourth (1¼) days per month to a total of three hundred eighty (380) days.

First year Members or Members who have exhausted their sick leave are granted five (5) days as of the first day of employment; however, these must be earned in the first four (4) months of employment before additional days can be accrued.

B. The use of sick leave and transfer of sick leave shall be in accordance with the provisions of the Ohio Revised Code.

C. Previously accrued sick leave of a Member from other Ohio public employment shall be transferred to Cuyahoga Valley Career Center provided that such employment by CVCC takes place within ten (10) years of the last employment from other public employment up to the maximum accumulated provided herein. Sick leave may be used for absence due to personal illness, due to pregnancy, injury, exposure to contagious disease which could be transmitted to others, and for accident, illness, injury, or death in the Member's family. The term "family" shall mean spouse, father, mother, brother, sister, child or anyone who clearly stands in the same relationship with the Member. In the event of the death of a close relative (other than "family") or friend, the Member may elect to take up to a total of three (3) days in any contract year as sick leave.

D. If a teacher is currently absent for thirty (30) consecutive days or more due to a catastrophic or long term illness or accident of the teacher, his/her spouse or minor child, and has exhausted all of his/her accumulated sick leave, another teacher may donate up to five (5) days of his/her accumulated sick leave to the absent teacher. The requirement of thirty (30) consecutive days absence may be waived in extraordinary circumstances at the discretion of the Superintendent.

No teacher may receive more than an aggregate of thirty (30) donated sick leave days in any one school year. This thirty (30) day limit may be waived in extraordinary circumstances at the discretion of the Superintendent.

ARTICLE 34

PROFESSIONAL DEVELOPMENT/IN-SERVICE COMMITTEES

A. A Local Professional Development Committee (LPDC) will be formed in compliance with the teacher licensure law. The Committee will consist of five (5) members, three (3) of whom shall be practicing classroom teachers appointed to the Committee by the Federation and two (2) of whom shall be appointed by the Superintendent. Compensation for service on the committee shall be as set forth in Article 12. The LPDC shall follow established guidelines and make recommendations on the implementation of the law as well as guidelines as may be adopted by the Board.

B. An In-Service Committee will be formed to develop the agenda for in-service days. This committee will be composed of high school teachers, high school administration and central office administration. Members will serve on a voluntary basis.

ARTICLE 35

INSURANCE COVERAGE

A. Group Health Insurance.

1. Spousal Insurance. If an employee's spouse is eligible to participate, as a current employee or retiree in group health insurance and/or prescription drug insurance sponsored by his/her employer or any public retirement plan, the spouse must enroll in such employer or public retirement plan sponsored group insurance coverage(s).

   This requirement does not apply to any spouse who works less than thirty (30) hours per week AND is required to pay more than fifty percent (50%) of the single premium to participate in his/her employer's group health insurance coverage and/or prescription drug insurance coverage. This requirement also does not apply to any spouse who is a retiree under a public retirement plan and enrolled in Medicare coverage.

   Upon the spouse's enrollment in any such employer or public retirement plan sponsored group insurance coverage, that coverage will become the primary payor of benefits and the coverage sponsored by the Board of Education will become the secondary payor of benefits. If an employee's spouse enrolls in his/her employer's health insurance, the employee shall not be required to enroll in single coverage offered by the Board of Education, provided the employee is eligible for family coverage.

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

   Every employee whose spouse participates in the Board of Education's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Board of Education, 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 or any public 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 health and prescription drug insurance coverages sponsored by the Board of Education. Additional documentation may be required.

If you submit false information or fail to timely advise the Plan of a change in your spouse's eligibility for employer or public retirement plan sponsored group health insurance and/or prescription drug insurance, and such false information or such failure by you results in the Plan providing benefits to which your spouse is not entitled, you 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 you may be deducted from the benefits to which you would otherwise be entitled. In addition, your spouse will be terminated immediately from group health insurance and/or prescription drug insurance coverage under the Plan. **If you submit false information, you may be subject to disciplinary action by your school district, up to and including termination of employment.**

2. Option not to Participate. Any Member not electing to participate in the current health coverage, or any part of the coverage, shall have a sum of twenty-five percent (25%) of the Board's cost of the coverage not used put into a Board-approved tax deferred annuity, or, at the employee's election, paid as compensation.

   If a Member's spouse is an employee of Cuyahoga Valley Career Center and eligible for benefits described above, and either the Member or the spouse elects family coverage, the other will not be obligated to enroll or pay premium contributions but shall not be entitled to the opt-out benefit described above in this Section (A)(2).

3. Hospitalization, Major Medical and Prescription Drug Insurance Plan Offerings. The Board shall offer each employee a choice of two (2) managed care plans which shall consist of hospitalization, major medical and prescription drug insurance at comparable levels as follows:

   Plan A (Super Med Plus administered through Suburban Health Care Consortium):
   Currently provided hospitalization and major medical benefits
   Prescription drug plan Rx7 ($5 generic/$25 brand)

   Plan I (Ideal Plan administered through Suburban Health Care Consortium):
   In-Network Co-Insurance – 90/10
   Office Visit Co-Pay – $15
   Prescription drug plan Rx7 ($5 generic/$25 brand)

   Plan A Employee Premium Contributions: Those choosing to enroll in Plan A shall contribute the following monthly premium amounts:

   For the 2013-14 plan year: $50 single coverage; $100 family coverage
   For the 2014-15 plan year: $60 single coverage; $120 family coverage

Plan I Employee Premium Contributions: Those choosing to enroll in Plan I shall contribute the following monthly premium amounts:

For the 2013-14 plan year: $10 single coverage; $20 family coverage
For the 2014-15 plan year: $10 single coverage; $20 family coverage

All employee contributions shall be through payroll deduction to the extent authorized by law.

4. Enrollment. Each Employee will be able to enroll in either Plan A or Plan I each year. The Insurance Enrollment period is thirty (30) days following employment during the insurance year. All employees will complete insurance forms as required but not less than one (1) time per year except that all employees are required to update insurance data within ten (10) days before or after a change in status occurs. If a change in status occurs and the District is not notified in writing, the employee is responsible for the greater of the value of the premium or the claims. Any current Cuyahoga Valley employee covered through the insurance program of a family member who no longer qualifies for insurance coverage will be enrolled in the Cuyahoga Valley Program at the beginning of the next premium month. New employees who qualify will be enrolled in either Plan A or Plan I at the beginning of the next premium month.

5. Workers' Compensation Claims. Cuyahoga Valley employees must submit medical expenses through the Workers Compensation Program for all covered claims. The employee who is injured in a covered claims area of the Workers Compensation Program must notify the doctor and/or hospital that the injury will be covered by this program during the admission or office admittance process. The Cuyahoga Valley Insurance Program reserves the right to refuse payment for all such claims.

   Family members who are eligible (regardless of whether the coverage is bought) for Workers Compensation Coverage in a covered claim area will not be reimbursed for any expenditures under the Cuyahoga Valley Insurance Program.

6. Retirees. Employees or family members who are covered by an insurance program through any retirement system will only be eligible for non-covered areas (such as dental or vision).

B. Co-Payment Pool

1. Employees may elect to have a minimum of Ten Dollars ($10.00) per pay deducted and placed in this pool. The Board shall match Ten Dollars ($10.00) per pay for each participating Member. Any Member not enrolled in either Plan A or Plan I shall have an additional and separate deduction from his or her pay in an amount equal to the cost of the plan administration attributable to the Member. The Board shall pay the cost of plan administration for those employees who are enrolled in either Plan A or Plan I.

2. These funds will be distributed among employees by deposit to a medical reimbursement account (MRA), dependent care reimbursement account (DCRA) or both, at the election of the employee and in accordance with the plan as is currently in effect.

3. Any funds which are unused at the end of the plan year will be credited back to the fund and redistributed to employees who participate in the plan in the subsequent year.

4. These funds will be administered and distributed in accordance with the regulations which govern the administration of IRS Code Section 125.

C. Dental and Vision Insurance. Provided the employee is enrolled in either Plan A or Plan I, and subject to the provisions of Section (A)(1) above, the Board shall pay one hundred percent (100%) of the cost of Dental, and/or Vision insurance coverage at comparable levels as the coverage as set forth in the current Dental, and/or Vision insurance coverage offered by the Board.

D. Life Insurance. The Board shall provide life insurance coverage in the amount of Fifty Thousand Dollars ($50,000.00) for each full-time employee of the bargaining unit. This life insurance will include double payment provisions for accidental death and dismemberment (AD&D). (Subject to the carrier's rules and regulations, Members will be allowed to purchase additional life insurance at their own expense).

E. Insurance Study Committee. An insurance study committee shall be formed which is advisory to the CVFT and the administration. The purpose of this committee is to "troubleshoot" concerns with present insurance coverage along with obtaining information about alternative insurance concepts, plans, carriers, etc. in an effort to present options to effectuate cost containment. In addition, the committee will make recommendations to the CVFT and administration regarding the continued funding of the accounts referred to in Paragraph B under this article. The committee shall be comprised of two (2) administrative representatives (appointed by the Superintendent) and two (2) CVFT representatives (appointed by the CVFT President) and shall meet as needed.

ARTICLE 36

VACANCIES

A. During the school year when a vacancy is created by an employee's leaving of the bargaining unit position or by the creation of a new bargaining unit position, all bargaining unit Members will receive notification of the vacancy five (5) workdays before it is opened to outside applicants.

B. When a vacancy occurs during summer break, the President and those employees who notify the Treasurer's Office in June will receive notification of the vacancy five (5) working days before the position is offered to an outside applicant, however, when the vacancy occurs between July 10 and the beginning of school, the Board may open the position to outside applicants at the time of notification to the staff.

C. A bargaining unit Member who applies for a vacancy and who has the necessary certification (or can become certified readily in that area) shall be granted an interview.

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

ARTICLE 37

TUITION REIMBURSEMENT

The Board agrees to set aside a sum equal to 0.6 times the Step 0, Column A for each school year to a tuition reimbursement pool. At the conclusion of each year all Members successfully completing approved coursework will share in this pool according to the following guidelines:

A. A Member's share may not exceed the cost of the tuition for the year.

B. This fund is intended to reimburse Members for three (3) semester hours of college credit for a total of not more than Seven Hundred Fifty Dollars ($750.00) for those three (3) hours. The three (3) semester hours may consist of one (1) course or multiple courses for a combined total of three (3) semester hours. If a course exceeds three (3) semester hours, it will be treated as a three (3) semester hour course for reimbursement purposes. If insufficient funds exist to fully fund the first round of courses, the money shall be divided equally, but will be the lesser of Seven Hundred Fifty Dollars ($750.00) or the actual tuition cost.

C. If the total cost of tuition by the Members does not exhaust the fund, the monies left may be used to reimburse a second round of up to three (3) semester hours completed by a Member or Members. If insufficient funds exist to fully fund the second round, the money shall be shared by the qualifying Members and will be divided on a percentage basis, not to exceed the cost of tuition. The percentage basis will be calculated as a ratio of the Member's cost, up to Seven Hundred Fifty Dollars ($750.00), over the total cost of that round of semester hours. This procedure will continue for up to three (3) rounds, or up to nine (9) semester hours completed.

D. A separate pool will be set up for first year teachers who are new to the profession for the purpose of taking their initial certification/license classes (not to exceed four (4) classes) at Kent State University. The pool will not exceed Three Thousand Dollars ($3,000.00) per first year teacher. Members who qualify for this pool will not be eligible to participate in the other reimbursement pool until after they have completed their first year.

E. Advance written notice of intended coursework will be provided to the LPDC (for certification/license requirements) or to the Superintendent (for an educational degree or other career plan) for approval at least two (2) weeks prior to the start of the course to be eligible for reimbursement. All courses must be directly applicable to the employee's certification/license requirements, an educational degree, or a career plan approved by the Superintendent.

F. Classes must be scheduled during non-school time. Payment shall be made following submission of verification of completion of the course with at least a "C" grade in letter grade courses and a "pass" grade in pass/fail courses. Also, the Member must submit a voucher validating the tuition payment. The cut-off date for submission of all required paperwork for reimbursement will be September 15.

G. All courses meeting the above criteria (A, B, C, D, E, F) will be listed by employee and subtracted from the pool amount in accordance with the negotiated agreement until the funds are exhausted (up to a maximum of three (3) rounds). Any semester hours not qualifying for reimbursement due to disapproval or insufficient funds may not be resubmitted in the next tuition year.

Once the amounts are assigned, the information will be provided to the CVFT President. Once approved by the Treasurer, a budgetary check (not payroll) will be processed for each qualifying Member.

The "tuition year" will be September 16 through September 15. Course work submitted for reimbursement shall have a completion date within the same "tuition year".

H. Notwithstanding the foregoing, there shall be no tuition reimbursement during the life of this contract except for the reimbursement described in Article 37 (D) and for those who prior to the ratification of this contract have provided advance written notice of intended coursework to be completed on or before September 15, 2013, and have had that coursework approved by the LPDC.

ARTICLE 38

RETIREMENT STIPEND

A. Effective July 1, 2001 the Board will offer a retirement stipend of Thirty Thousand Dollars ($30,000.00) to those Members who retire on or after July 1, 2001 but on or before June 30 of the contract year in which they first are eligible to retire.

B. To be eligible for the retirement stipend the Member must meet each of the following qualifications:

1. The Member must submit a written resignation letter to the Superintendent no later than October 30 of the contract year during which the Member first becomes or will become eligible to retire stating his/her retirement date.

2. The Member must be eligible for and take a service or disability retirement pursuant to the provisions of the State Teachers Retirement System (STRS) during the first year of eligibility.

3. The Member shall have completed ten (10) consecutive years of service with Cuyahoga Valley Career Center at the time of retirement.

4. The Member must complete a salary questionnaire and all other applicable STRS forms and forward them to STRS and to the Board.

5. The Member must retire at a time other than during the school year unless on a disability retirement.

6. Any Member who withdraws his or her resignation shall be ineligible for the retirement stipend.

C. The retirement stipend shall be paid the January following the Member's retirement provided proof of the Member's retirement is supplied.

ARTICLE 39

COMPENSATION

A. Notwithstanding any other provision in the parties' collective bargaining agreement ("CBA") for the period July 1, 2012 through June 30, 2015, there shall be no increases in salary during the life of this contract. Current employees shall remain at the step they were on as of June 30, 2012 for the duration of this agreement. Employees hired on or after the execution of this agreement shall be placed on the appropriate step pursuant to this agreement and shall remain at that step for the duration of the agreement. (See Appendix A-1.)

B. The CVFT may reopen the CBA on the issue of salary, steps and insurance for the period beginning July 1, 2014 provided that notice is given to reopen in accordance with the law.

ARTICLE 40

SEVERANCE PAY

A. Severance pay shall be a one (1)-time, lump-sum payment to eligible Members according to the following:

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

   a. The Member retires, resigns, or upon death, or non-renewal due to program elimination from the school system.

   b. Service retirement is retirement in accordance with the guidelines established by any state or municipal retirement system in this state.

   c. In the event of resignation, the Member shall forfeit his or her severance pay if, within one (1) year of the resignation, he or she contributes to a teacher retirement system of any state in the capacity as a full-time employee.

   d. The Member must have been an employee of this school system a minimum of ten (10) years.

2. Benefit calculation. The amount of the benefit due a Member shall be calculated by:

   a. Multiplying the Member's accrued but unused sick leave by thirty percent (30%).

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

   c. The amount of the benefit calculated in steps (2.a.) and (2.b.) directly above shall not exceed seventy-five (75) days of accrued but unused sick leave.

d. During the Member's final two (2) years prior to severance, he/she shall earn an additional one-half (½) day of additional severance pay for each unused sick day in the final two (2) years. The additional severance shall not exceed the value of fifteen (15) days.

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

ARTICLE 41

PAYROLL DEDUCTIONS

A. Organizational Dues Deductions. A CVFT Member may have dues deducted on a regular basis upon presentation of a written authorization executed by the Member in favor of CVFT in accordance with the provisions of ORC §9.41.

Authorized forms executed by Members must be delivered to the Treasurer on or before September 15. Authorization for dues deduction for a new Member must be delivered to the Treasurer within thirty (30) days after employment or membership.

Deductions shall be made in twelve (12) equal installments from the first paycheck of the month. The monies so deducted shall be forwarded to the Treasurer of CVFT.

CVFT agrees to indemnify and hold the Board harmless against any and all claims that arise out of, or are in any way related to the deduction of dues pursuant to any authorization.

B. Credit Union. The Board shall provide payroll deductions for the repayment of loans to the Cleveland Northeast Ohio Credit Union. Such deductions shall be made in accordance with the Credit Union's procedures upon proper application by the Member to the School Treasurer. The Board shall also provide payroll deductions for the purchase of shares in the Credit Union. Such deductions shall be made in the amount specified by the Member from each paycheck. There shall be four (4) open periods for the initiating or changing of these deductions-the first week in October, January, April, and July. Deductions for the Credit Union will be discontinued upon notice by the individual Member to the Treasurer at any time.

C. Tax Sheltered Annuities. Members may elect to purchase tax sheltered annuities bi-weekly through payroll deductions choosing from not less than two (2) Board approved plans. Members may change plans or the amount of deduction or both, by making arrangements with the Treasurer during the first week in October, January, April, and July. If discontinued during the school year, it cannot be renewed until the following September 15.

D. U.S. Savings Bonds. Members may elect to purchase U.S. Savings Bonds through payroll deduction. Such deductions shall be made bi-weekly upon proper application made to the Treasurer during the first week in October, January, April, and July.

E. Sick Days. Accumulated and used sick days will be reported on the pay stubs.

ARTICLE 42

TEACHING CONTRACTS

A. Limited Teaching Contracts. Limited teaching contracts shall be contingent upon meeting and obtaining the proper teacher certification/licensure requirements.

1. Length and Terms. The length and terms of a limited teaching contract shall be as provided in ORC §3319.08 and §3319.11.

2. Non-Renewal of a Limited Teaching Contract. Non-renewal of a limited teaching contract shall be pursuant to the provisions of ORC §3319.11 except that the evaluation procedures contained in Article 14 shall supersede those contained in ORC §3319.11 in the implementation of this Article.

B. Continuing Teaching Contracts

1. Achieving Eligibility for Tenure

a. A Member of the bargaining unit who meets the eligibility criteria for continuing contract status during the term of a limited teaching contract shall be eligible for a continuing contract the following school year if written notification is provided the Superintendent prior to January 1.

b. A Member of the bargaining unit presently employed on the last year of a limited teaching contract who files evidence after January 1 of the contract year showing eligibility for continuing contract status may be issued a one (1) year regular limited teaching contract for the succeeding school year to permit the Board adequate time to evaluate the employee. This one (1) year contract shall not be construed as an extended limited or probationary contract under ORC §3319.11.

2. Issuance of Continuing Teaching Contracts. A continuing teaching contract shall be issued to an eligible Member of the bargaining unit pursuant to ORC §3319.08 and §3319.11.

ARTICLE 43

EARLY RETIREMENT INCENTIVE

[Reserved]

ARTICLE 44

EMPLOYMENT OF STRS RETIREES

A. Employment of STRS Retirees. Members newly hired for the 2003-04 school year and thereafter will have this article govern the terms and conditions of employment of a superannuate or "other retirement system retirant" (as those terms are statutorily defined for purposes of ORC §3307.35) whom the Board may regularly employ in positions that fall within the description of the bargaining unit appearing in ARTICLE 4, Recognition, Section A of this Agreement. This Member shall be hereinafter referred to as the "Retiree."

1. Placement for the Retiree on the Salary Schedule (APPENDIX A) will be in the appropriate Column A through H up to Step 5. There will be no step increases beyond Step 5 during the time of employment at the Cuyahoga Valley Career Center. Any increases in the base will be reflected in the Retiree's salary.

2. The Retiree may participate in the Insurance Coverage as provided in ARTICLE 35, INSURANCE COVERAGE, except that the District shall pay on behalf of the Retiree only the cost of individual coverage under the Group Health Insurance provided in Section A of ARTICLE 35.

3. The Retiree will enter CVCC with no sick leave accumulation and will not be eligible to participate in ARTICLE 33, Sick Leave, Section D.

4. The Retiree will receive a one (1) year limited contract of employment and it will automatically be non-renewed. (If employed after the start of the school year, such contract will be for the remainder of that school year.) If subsequently re-employed, the Retiree will be awarded a one (1)-year contract as stated above. In no event will the Retiree qualify for a continuing contract or a multi-year limited contract.

5. Neither the procedures under ARTICLE 14, Evaluation of this Agreement nor the procedures appearing in ORC §3319.11 shall apply to the Retiree.

6. The Retiree will not be eligible for ARTICLE 40, Severance Pay, as well as any early retirement incentive or retirement stipend stated in this Agreement.

7. ARTICLE 27, Professional Leave will be granted only upon the approval of the Superintendent, and ARTICLE 37, Tuition Reimbursement will not be available to the Retiree.

8. If ARTICLE 25, Reduction in Force is invoked, the Retiree will be the first one to lose the position in all circumstances.

9. The provisions of this article supersede and prevail over any inconsistent terms that may appear elsewhere in this Agreement or in any part of the ORC.

EXECUTION OF AGREEMENT

This agreement is entered into by and between the Cuyahoga Valley Career Center Board of Education and the Cuyahoga Valley Federation of Teachers for the period of July 1, 2012 through June 30, 2015.

On behalf of the Cuyahoga Valley Career Center Board of Education:

6/27/13
Date

Steve Shebeck, President

Betty Klingenberg, Vice-President

Celena Roebuck, Superintendent

Joy Clickenger, Treasurer

On behalf of the Cuyahoga Valley Career Center Federation of Teachers:

6/27/13
Date

Richard Parrott, President

James Parise, Past-President

Julie Jakubczak, Member

Gerald Koenig, Member

Peter Theodore, Member

ATTACHMENT TO SALARY SCHEDULES

EXPLANATION OF SALARY SCHEDULE PLACEMENT

A. Previous teaching experience in public schools shall be recognized. Each year shall consist of at least one hundred twenty (120) days under a teacher's contract up to a maximum of ten (10) years. Fractional years shall not be recognized on this schedule. (ORC §3317.13)

B. Credit for military experience will be given for salary schedule placement up to five (5) years. A partial year of active military service of eight (8) continuous months or more in the armed forces shall be counted as a full year. (ORC §3317.13)

C. A Member who possesses an earned college degree which relates to the subject taught and a one (1) year vocational certificate will be placed on the schedule in the appropriate column. In order to receive credit for additional college credit completed following receipt of the Bachelor's Degree, courses must relate to the subject to be taught. Courses which, by title, do not appear to be relevant to the Member's teaching area, but which the Member believes to be relevant shall be reviewed by the Superintendent with the Member and if agreed to by the Superintendent, shall be termed "accepted for credit".

D. For each ten (10) semester hours (15 quarter hours) of college course work taken successfully, a Member will be advanced to the next column, BA-BS or equivalent + ten (10) semester hours at the beginning of the next school year. Upon successful completion of each additional ten (10) semester hours of college credits, a Member will be advanced to the next column until he/she has reached the BA+30 column. In order to qualify for credit under this paragraph, the course work must be directly applicable to the employee's certification requirements, an educational degree, or a career plan approved by the Superintendent.

E. Those Members who have earned Master's Degrees related to the subject field will be placed on the Master's Schedule. Upon successful completion of an additional ten (10) semester hours of college credits completed following receipt of the Master's Degree, and directly related to the subject being taught, a Member will be advance to the next column, MA+10, at the beginning of the next school year. Upon successful completion of each additional ten (10) semester hours (15 quarter hours) of college credits directly related to the subject being taught, a Member will be advanced to the next column until he/she has reached the MA+30 column.

F. Credit on the schedule above the Master's Degree will be given only for college credits completed after the Master's Degree is awarded.

G. It is the Member's responsibility to provide the school Treasurer with the official transcript of grades (copies not acceptable) prior to September 15 of the year in which additional credits are to apply for movement on the salary schedule. Upon acceptance of the credits by the Board, the Member shall receive the increased salary as of September 1 of the same year.

H. For Members coming directly from business and industry, with at least a high school diploma or equivalent, the first five (5) years in the trade is required for certification/licensure plus a minimum one (1) year certificate/license will qualify a Member for Step 0 on the BA-BS or equivalent scale. For Members coming directly from

business and industry with at least a baccalaureate degree, the first two (2) years in the trade as required for licensure plus a minimum one (1) year certificate/license will qualify a Member for Step 0 on the BA-BS or equivalent scale.

I. Experience in the trade beyond that required for certification/licensure will be evaluated by the Superintendent at the time of employment. One (1) additional year on the schedule shall be given for each additional one (1) year appropriate experience in the trade up to ten (10) years. In unusual circumstances, additional years may be credited beyond the ten (10) years with notification to the Federation. A year of experience on this schedule shall consist of at least eight (8) months continuous employment. In determining total years of experience, eight (8) months shall be raised to the next step.

CUYAHOGA VALLEY CAREER CENTER
FEDERATION OF TEACHERS
SALARY SCHEDULE AS OF JUNE 30, 2012

BASE SALARY **$43,362**

	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30	
STEP	A	B	C	D	E	F	G	H	STEP
0	$43,362	$45,288	$47,214	$49,137	$51,062	$52,985	$54,914	$56,840	0
1	$45,288	$47,214	$49,137	$51,062	$52,985	$54,914	$56,840	$58,762	1
2	$47,214	$49,137	$51,062	$52,985	$54,914	$56,840	$58,762	$60,686	2
3	$49,137	$51,062	$52,985	$54,914	$56,840	$58,762	$60,686	$62,612	3
4	$51,062	$52,985	$54,914	$56,840	$58,762	$60,686	$62,612	$64,538	4
5	$52,985	$54,914	$56,840	$58,762	$60,686	$62,612	$64,538	$66,463	5
6	$54,914	$56,840	$58,762	$60,686	$62,612	$64,538	$66,463	$68,391	6
7	$56,840	$58,762	$60,686	$62,612	$64,538	$66,463	$68,391	$70,314	7
8	$58,762	$60,686	$62,612	$64,538	$66,463	$68,391	$70,314	$72,239	8
9	$60,686	$62,612	$64,538	$66,463	$68,391	$70,314	$72,239	$74,164	9
10	$62,612	$64,538	$66,463	$68,391	$70,314	$72,239	$74,164	$76,089	10
11	$64,538	$66,463	$68,391	$70,314	$72,239	$74,164	$76,089	$78,014	11
12	$66,463	$68,391	$70,314	$72,239	$74,164	$76,089	$78,014	$79,939	12
13	$68,391	$70,314	$72,239	$74,164	$76,089	$78,014	$79,939	$81,864	13
14	$70,314	$72,239	$74,164	$76,089	$78,014	$79,939	$81,864	$83,786	14
15	$72,239	$74,164	$76,089	$78,014	$79,939	$81,864	$83,786	$85,713	15
16	$72,239	$74,164	$76,089	$78,975	$80,901	$82,826	$84,749	$86,675	16
17	$74,164	$76,089	$78,014	$79,939	$81,864	$83,786	$85,713	$87,640	17
18	$74,164	$76,089	$78,014	$80,902	$82,827	$84,749	$86,675	$88,601	18
19	$76,092	$78,014	$79,939	$81,867	$83,787	$85,713	$87,640	$89,563	19
20	$76,092	$78,014	$79,939	$82,828	$84,749	$86,675	$88,601	$90,530	20
21	$78,014	$79,939	$81,867	$83,787	$85,713	$87,640	$89,563	$91,488	21
22	$78,014	$79,939	$81,867	$85,467	$87,428	$89,391	$91,355	$93,319	22

CUYAHOGA VALLEY CAREER CENTER

CVFT GRIEVANCE PROCEDURE FORM

STEP I – TO SUPERVISOR

Aggrieved Person, Persons, and/or Federation: _____

_____

Address: _____ Phone: _____

Date Grievance Occurred: _____ Date of Formal Filing: _____

Person or Persons to whom grievance is directed: _____

_____

Initiated on Step: _____

Statement of Grievance: _____

_____

_____

_____

State the exact Negotiated Agreement Article Number and Subsection thereof which you believe is being violated: _____

Action Requested: _____

_____

Date you have discussed this with your immediate Supervisor: _____

Date: _____ Signature: _____
Grievant

STEP II – TO SUPERINTENDENT

Reason for appeal by Grievant: _____

_____

_____

Date: _____ Signature: _____
Grievant

REQUEST FOR BINDING ARBITRATION – TO SUPERINTENDENT

Date: _____ Signature: _____
CVFT Representative

APPENDIX B

CUYAHOGA VALLEY CAREER CENTER

CVFT GRIEVANCE DECISION FORM

STEP I – (FORMAL) DECISION

_____

_____

_____

_____

_____

Date:_____ Signature: _____
Administrative Representative (Immediate Supervisor)

Date:_____ Received By: _____
Aggrieved and/or Federation Representative

STEP II – (FORMAL) DECISION

_____

_____

_____

_____

_____

Date:_____ Signature: _____
Superintendent

Date:_____ Received By: _____
Aggrieved and/or Federation Representative

MEMORANDUM OF UNDERSTANDING

The Cuyahoga Valley Career Center Board of Education ("Board of Education") and the Cuyahoga Valley Federation of Teachers ("CVFT") hereby agree that with respect to the negotiations for the collective bargaining agreement for the period July 1, 2012 through June 30, 2015, the following has been agreed and/or acknowledged:

1. The parties acknowledge that in accordance with certain conditions set forth in the offer and acceptance formulating their collective bargaining agreement, the Board of Education, prior to ratification of this agreement, modified the applicable Administrative, Support and Classified Exempt Employees Compensation and Fringe Benefit Policy with respect to Accountability and Tuition Reimbursement in a similar or less beneficial manner as set forth in this agreement.

2. The parties have met during the 2012-13 school year with respect to developing recommendations regarding evaluation which recommendations have been adopted.

3. The parties will meet upon adoption of the new state report card to develop recommendations for approval/ratification by their respective parties regarding accountability to align the incentive more closely with the new report card.

4. The parties agree that the plans and employee premium contributions described in Article 35 shall not take effect until at least thirty (30) days following June 27, 2013, the date of ratification of the CBA.

5. If the Board changes its Board Policy that creates any additional benefit for any employee outside the CVFT then that benefit shall be provided to the CVFT.

Signed this 27th day of June, 2013.

Cuyahoga Valley Career Center Board of Education

By: _____

Cuyahoga Valley Federation of Teachers

By: _____

APPENDIX C

INDEX

A
Access to Personnel File 18
Additional Compensation 6
Assault Leave 22

B
Board Policy Manual 6

C
Compensation 33
CVFT Privileges 4

D
Duration Article 1
Duty-Free Lunch Period 12

E
Early Retirement Incentive 35
Employment of STRS Retirees 35
Evaluation 12
Execution of Agreement 37

F
Fair Share Fee 4

G
Grading Periods 20
Grievance Decision Form ..... Appendix B-1
Grievance Procedure Form ..... Appendix B
Grievance Procedures 15

I
Insurance Coverage 27

J
Job Descriptions 17

L
Labor Management Committee 15

M
Management Rights 3
Maternity Leave 24
Memorandum of Understanding . Appendix C
Military Leave 26

N
Negotiation Process 1
No Strike 5

P
Parking 18
Paternity & Adoption Leave 25
Payroll Deductions 34
Personal Leave 23
Private Vehicle Use 14
Professional Development/
In-Service Committee 27
Professional Leave 22
Professional Meeting Leave 26
Proofreading Final Agreement 6

R
Recognition 3
Reduction In Force—Teachers 20
Retirement Stipend 32

S
Salary Schedule ..... Appendix A-1
Salary Schedule Placement ..... Appendix A
Savings Clause 5
Severance Pay 33
Sick Leave 26
Student Misconduct—
Teaching Duties 19

T
Teacher Assignment 19
Teacher Day 19
Teaching Contracts 35
Tuition Reimbursement 31

V
Vacancies 30

W
Waiver 5