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AGREEMENT

Between

WASHINGTON COUNTY JOINT
VOCATIONAL SCHOOL DISTRICT
BOARD OF EDUCATION

and



WASHINGTON COUNTY CAREER
CENTER TEACHERS' ASSOCIATION
OEA/NEA

July 1, 2016 - June 30, 2019

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ARTICLE 1
RECOGNITION AGREEMENT

1.01 Parties to the Agreement

This agreement is entered into between the Washington County Joint Vocational School District Board of Education, hereinafter referred to as the "Board" and the Washington County Career Center Teachers Association, OEA/NEA, hereinafter referred to as the "Association."

1.02 Recognition of Bargaining Unit

The Board recognizes the Association and its representatives as the sole and exclusive representative of all certified/licensed teachers, employed under regular contracts and full-time licensed adult education personnel. Excluded: Superintendent, Directors, Assistant Directors, all teachers employed under hourly contracts, all noncertificated employees, and any other confidential, supervisor or management level employees defined in Section 4117.01 of the Ohio Revised Code.

1.03 Creation of New Positions

Should the Board create a new position or allocate duties within a position(s) which the Board excludes from the bargaining unit, the following process will be used to resolve the issue. The Board and the Association shall meet to attempt to determine the position(s) that are excluded and included in the bargaining unit, within fifteen (15) days following either party's request to do so. If the parties are unable to reach agreement within fifteen (15) calendar days following their first meeting, the Association and the Board hereby mutually agree to submit the disputed classification(s) to the State Employment Relations Board for unit determination.

1.04 Non-Discrimination in Employment

There shall be no employment discrimination of any kind against any person because of membership or lack of membership in the bargaining unit or support or lack of support of the bargaining unit; because of such person's activities on behalf of the bargaining unit or inactivity; or because of such person's race, color, national origin, sex (including sexual orientation and transgender identity), disability, age, religion, military status, ancestry, genetic information (collectively, "Protected Classes"), or any other legally protected characteristic, in its programs and activities, including employment opportunities, as prohibited by law.

ARTICLE 2
NEGOTIATIONS PROCEDURE

2.01 Request for Negotiations

- A. Negotiations shall be initiated by either party at least 60 days, but not sooner than 90 days, prior to the expiration of this agreement.
- B. A request from the Association should be sent to the President of the Board. A request from the Board should be sent to the President of the Association.
- C. Within one (1) week of the request, a mutually convenient meeting date shall be arranged. At the initial session, the parties shall exchange their detailed written proposals. No new items shall be submitted thereafter except upon mutual agreement of the parties.

2.02 Negotiation Meetings

Negotiations shall be completed on or before forty-five (45) days following the initial negotiations session, unless an extension of time is mutually agreed to by the parties. The parties shall meet at reasonable times within the negotiations period for the purpose of effecting an exchange of facts, opinions, proposals and counterproposals in a sincere effort to reach mutual understanding and agreement on all appropriate matters submitted for negotiations. All parties are obligated to deal openly and fairly with each other on all matters and to conduct such negotiations in good faith but such obligation does not compel either party to agree to a proposal. Such meetings as may be called during the regular school day will have the staff participants excused from regular duties without loss of pay to attend such meetings.

2.03 Negotiating Teams

Negotiations shall be conducted in closed door sessions by teams representing the respective parties, each team to consist of no more than five (5) persons, inclusive of lay or professional consultants. The selection of the team shall be at the sole discretion of each party.

2.04 Scope of Bargaining

The scope of bargaining shall include all matters pertaining to wages, hours, or terms and other conditions of employment, and the continuation, modification, or deletion of an existing provision of this agreement.

2.05 Exchange of Information

Upon reasonable advance request, the Board will provide the Association, at no cost, with all available public information in such form as it exists pertaining to subjects of negotiation. Such request shall be in writing to the Treasurer and signed by the President of the Association.

2.06 Caucus

Upon request of either party, a negotiation meeting shall be recessed to permit the requesting party a period of time, not to exceed thirty (30) minutes, to caucus, unless extended time is mutually agreed upon.

2.07 Agreement

When tentative agreement is reached on all items subject to negotiations, the proposed agreement shall be first submitted to the Association for ratification. Upon delivery to the President of the Board of written verification by the President of the Association that the Association has properly ratified the agreement, it shall be submitted to the Board for its approval. The Board will conduct a ratification vote on the agreement no later than the next regular Board meeting following the Association ratification.

2.08 Dispute Resolution Procedure

Thirty (30) days prior to the expiration date of this agreement the parties will notify Federal Mediation and Conciliation Service (FMCS) of such negotiations. From that point (30 days prior), should an impasse occur, either party shall have the right to request the assistance of FMCS. In the event that agreement is not reached by the expiration date of this agreement, then the Association shall have the right to proceed in accordance with Section 4117.14D(2) and Section 4117.18(c) of the Ohio Revised Code.

2.09 Right of Individuals

All members of the Association negotiating committee shall have the right to express their views during negotiations and shall be free from reprisal or intimidation during and after completion of negotiations.

ARTICLE 3 GRIEVANCE PROCEDURE

3.01 Purpose

A grievance procedure is a method by which an individual, group of employees or the Association can express a complaint, problem or dispute without fear of reprisal and obtain a fair hearing at progressively higher levels.

3.02 Definitions

- A. A "grievance" is a claim by a bargaining unit member or the Association of an alleged violation, misinterpretation, or misapplication of any of the provisions of this agreement.
- B. A grievant is a bargaining unit member(s), or the Association having a grievance. The Association shall designate one or more representatives for grievance procedures. Any grievant may consult his/her representative(s) for assistance.
- C. For grievance procedure only "days" shall mean scheduled workdays exclusive of Saturdays, Sundays, vacation periods and holidays during the regular school year.
- D. The term "bargaining unit member" when used in this document shall refer to an individual or group of individuals who are members of the bargaining unit.

3.03 Time Limits

- A. The grievant shall initiate action within thirty (30) days of the event or condition upon which the grievance is based. If the initiation of such action is longer than thirty (30) days, the right to use of the procedure described can be considered waived. The grievant shall be given forty-eight (48) hours advance notice prior to the actual hearing being conducted.
- B. Time limits stipulated should be adhered to strictly as maximums to insure rapid resolution to problems and issues concerned. If the grievant misses a deadline, it is deemed to have been resolved at the last level, and, if the administration misses a deadline, it is deemed that the grievance procedure progress to the next level. Time limits may be extended only by mutual written agreement of all parties of interest.

3.04 Procedures

A. Level I - Informal

Within thirty (30) days of an event or condition that an individual considers a grievance, he/she shall discuss the problem with his/her Director. He/she may do this alone or with an Association representative.

B. Level I – Formal

In the event the grievant is not satisfied with the disposition at the informal step or if no decision has been rendered within five (5) days of the Informal Meeting, the grievant may initiate the following proceedings.

In all levels of the formal proceedings, Grievance Report Forms (Appendix B) shall be made : one for the grievant, one for the administration, and one for the Association.

Within five (5) working days of the written and dated filing, a hearing shall be arranged between the grievant, the Director, and Association representative, and other parties who may be needed to give information relative to the claim. Five (5) working days following the hearing a written disposition shall be provided the grievant(s).

C. Level II

If the grievant is not satisfied by the written disposition of the Director or his/her designated representative, he/she may seek a hearing with the Superintendent, or his/her designated representative, within five (5) working days after receiving the written disposition from the hearing in Level I - Formal. The written disposition will be initialed and dated by both parties. Within the next five (5) working days, a hearing shall be arranged and held between the grievant, the Superintendent or his/her designated representative and a representative of the Association, and other parties that may need to give information relative to the claim. Five (5) working days following the hearing a written disposition shall be provided the grievant(s).

D. Level III

If the grievant is not satisfied by the written disposition in Level II, he/she may request that the Association submit the issue to Arbitration within five (5) working days after the Level II written disposition. The Association may or may not agree to such request. The Association shall notify the superintendent in writing within ten (10) working days after the Level II written disposition.

The arbitrator shall be appointed by the American Arbitration Association according to its voluntary rules and regulations.

The arbitrator shall render his/her decision to the Grievant, the Superintendent, the Board, and the President of the Association and the decision will be final and binding. The cost of the arbitrator's services shall be shared equally by the Board and the grievant or Association.

3.05 Miscellaneous

- A. Both parties agree that grievance proceedings should be handled in a confidential manner.
- B. Nothing contained herein shall be construed as limiting the individual right(s) of a bargaining unit member having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communications, without intervention and/or consultation of the Association, provided the adjustment is not inconsistent with terms of existing personnel policies in effect or this contract.
- C. Nothing in this procedure shall be construed so as to deny the Association or its representatives or the Board the right to redress before an appropriate administrative agency or through the courts, if such a course seems to them at their sole discretion, more appropriate. Nothing in this procedure shall be construed to deny the individual, the Association, or its representatives, the right to seek redress by law.
- D. No bargaining unit member may be represented by an organization other than the Association or representative(s) in any grievance procedure initiated pursuant to this agreement.
- E. No bargaining unit member shall be denied the right to legal advice or representation and/or counsel in any of the levels listed above. A grievant may elect to represent himself/herself without Association representation. The grievant bears no responsibility to notify any member of the Association if they elect this course of action. However, a copy of any settlement shall be sent by the Administrator involved to the Association President at the same time it is sent to the grievant. No settlement shall be in conflict with the agreement.
- F. A grievance may be withdrawn at any level without prejudice or record.
- G. Copies of all written decisions of grievances shall be sent to all parties involved, the Association President, the aggrieved, and the appropriate administrator.
- H. No records, documents, or communications concerning a grievance shall be placed in the personnel file of any of the participants in procedures described in this agreement.
- I. No administrative representative may conduct more than one level of this grievance procedure.
- J. Employees required to appear at an arbitration hearing occurring during the regular work day will be given release time without loss of pay.

ARTICLE 4
EMPLOYMENT STATUS

4.01 Notice of Non-Renewal

The Board shall provide written notice of non-renewal by June 1 to bargaining unit members whose contracts will not be renewed for the following year. Notwithstanding Section 3319.11 of the Ohio Revised Code, such notice shall not be required for supplemental and extended service contracts and the terms of this Article shall not apply to such contracts.

4.02 Non-Renewal of Limited Contracts

After an initial three (3)-year probationary period, no bargaining unit member shall be non-renewed except for just cause defined to be evaluated as a poorly performing teacher, clearly demonstrated inefficiency, or extreme immorality, willful and persistent violations of reasonable regulations of the Board, or for other good and just cause and reason for which shall be stated in writing. A bargaining unit member who has received notice of non-renewal may obtain review of the decision by filing a written request for review within three (3) days of receiving the notice. Such review shall include the following procedure:

- A. Within three (3) working days of the bargaining unit member's written request a hearing will be held with the Director.
- B. Within three (3) working days of the hearing with the Director, the employee may request a hearing with the Superintendent.
- C. Within five (5) working days of the hearing with the Superintendent, the employee may request a hearing with the Board of Education.
- D. Within ten (10) working days of the hearing with the Board of Education, a decision in writing shall be rendered. A copy of the decision shall be sent to the bargaining unit member and the Superintendent.
- E. Grievances concerning the non-renewal will be submitted at Level III of the grievance procedure within ten (10) working days after receipt of the Board's written decision to non-renew.
- F. The bargaining unit member has the right to be represented by counsel of his/her choosing. Each party shall inform the other twenty-four (24) hours in advance of the hearing if persons in addition to themselves shall be present for the hearing.

4.03 Adult Education Program

The Adult Director will meet with each licensed adult employee before August 15th to determine program cost and set goals for the following year.

4.04 Initial Employment

Bargaining unit members to be employed by the Board shall be recommended by the Superintendent and assigned to a teaching position by the Superintendent, unless another procedure is prescribed by statute (ORC 3319.07).

4.05 Contract Status

- A. A bargaining unit member will be granted a limited contract or a continuing contract. To be eligible for a continuing contract, a bargaining unit member must have held an Ohio educator's license for at least seven (7) years, have taught in the District for at least three (3) of the last five (5) years, and have either a professional, permanent, or life certificate or a Professional License with the required hours. Notwithstanding Section 3319.11(B) of the Ohio Revised Code, a new bargaining unit member who has previously been issued a continuing contract by another district may, at the discretion of the Board, be deemed eligible for a continuing contract after two years, but shall otherwise be ineligible for continuing contract status until such time as his or her three (3)-year probationary period is fully completed (that is, the fourth year of employment).
- B. All members of the bargaining unit who do not qualify for a continuing contract shall receive limited contracts as follows:
a one (1) year contract, for up to three years, then
up to two (2), two (2) year contracts. then
a four (4) year contract.
- The Superintendent may, however, on a one-time basis, recommend to the Board a one-year contract in lieu of a multi-year contract.

4.06 Continuing Contract

A bargaining unit member who satisfies the requirements for continuing contract eligibility during the term of a multi-year contract may, upon the recommendation of the Superintendent, be considered eligible at such time according to the requirements of Ohio Revised Code 3319.11.

4.07 Individual Contracts

- A. Each bargaining unit member employed shall be given a written contract specifying the salary for regular duties. If bargaining unit members are assigned supplementary duties beyond and in addition to regular duties, they will be granted a supplemental contract which shall be a limited contract. (ORC 3319.08)
- B. The initial written contract shall contain provisions for the following:
1. Name of teacher.
 2. Name of school district.
 3. Academic department or technical program
 4. Type of contract (limited or continuing); if limited, the number of years in the contract.
 5. Annual compensation to be paid during the year of issuance of the contract.
 6. Basis of determining the compensation.

7. Frequency of salary payments.
 8. Statement that teachers agree to abide by adopted Board policies.
 9. Said contract shall contain signatures of the Board President, the Board Treasurer, and the Teacher along with the date of issuance.
- C. Should a re-assignment or transfer be made, an addendum shall be added to the contract at least ten (10) days in advance of the re-assignment or transfer containing the: Academic department or technical program

4.08 Reduction In Force

- A. The employment contracts of teachers shall be suspended pursuant to Ohio Revised Code 3319.17 when the Board determines that a reduction in instructional staff is needed due to financial reasons, declining enrollment, or other reasons set forth in such statute. No reduction shall occur after July 1 for the ensuing school year except for adult education members, for whom no reduction shall occur within the last 14 calendar days of a quarter for the succeeding quarter, or declining enrollment.
1. The Superintendent will provide written notice of intention to RIF by April 30 to any bargaining unit member known at that time to be affected. Copy of said written notice shall also be provided to the Association President. Board action will occur at the June Board meeting for a RIF to take effect the following school year.
 2. Each teacher's name shall appear in order of seniority on a list for his/her area (s) of licensure/certification. Within the teaching field (area of licensure/certification) affected. Teachers with continuing contracts shall receive a preference over teachers on limited contracts. As required by Ohio Revised Code 3319.17, the Board will not give preference to any teacher based on seniority except when making a decision between teachers who have comparable evaluations. "Comparable" for purposes of this Article shall mean teachers/school counselor assigned the same ranking from among the four ranking categories under law averaged over the most recent three (3) year period.
 3. When bargaining unit vacancies occur, teachers on the recall list who are licensed/certificated for such vacancies will be recalled to service in inverse order of their layoffs, subject to the requirement in Ohio Revised Code 3319.17 that seniority cannot be the basis for recall except when making a decision between teachers who have comparable evaluations. A recalled teacher shall be restored to the same seniority, salary and fringe benefits as he/she would have received if the layoff had not taken place, provided, however, that such teacher shall not be granted service credit for salary purposes, for the time such teacher's contract was suspended. No new teachers may be hired by the Board for any position as long as there is an eligible teacher licensed/certificated for the position on the recall list, as provided in number 7 of this Article.
 4. A bargaining unit member on the Reduction in Force list will be responsible for notifying the Superintendent and Treasurer of a change in address; and additions, deletions, and/or changes in areas of certification/licensure; and any desire to have their names removed from the recall list.

5. A bargaining unit member on the Reduction in Force list shall be notified of the Board's intention to re-employ. The notice shall be sent by certified mail to the bargaining unit member's last known address. A copy of the letter of recall shall be sent to the Association President.
 6. A bargaining unit member on the Reduction in Force list shall notify the Superintendent and Treasurer within ten (10) days of the receipt date of the certified mail of his/her acceptance of the position for which the bargaining unit member was recalled. Failure to accept recall or to report to work after recall eliminates all recall rights.
 7. Bargaining unit members shall remain on the Reduction in Force list for a three (3) year period from the date of layoff or reduction in staff. Bargaining unit members who accept an offer of employment which is less than the position from which they were laid-off (e.g., were fulltime, are offered 2/5, 3/5 position, substitute, etc.) shall maintain their recall rights as provided for in this article.
 8. Bargaining unit members employed in vocational programs who have been reduced in force, may elect to waive their recall rights, and apply for a one-time payment in their final pay check as follows: 10 years WCCC service = \$10,000, 15 years of WCCC service = \$15,000, and 20 years of WCCC service = \$20,000. Bargaining unit members employed in vocational programs electing to retain their recall rights and who have not been recalled within the three (3) year period, may apply for this stipend at the end of their recall period.
- B. The Association and the administration will cooperate in developing guidelines for program evaluation and/or elimination.

4.09 EMPLOYMENT OF RETIRED TEACHERS

This provision sets forth the terms and conditions of employment as applied to rehired retired teachers in the district. (Note: the words "rehired" or "reemployed" as used in this section shall refer to any retired teacher under a state teacher retirement system who is hired into this district, whether previously an employee of the Washington County Career Center or any other school district.)

- A. This provision applies to the hiring of any previously retired teacher following any waiting period required by his/her retirement system.
- B. Previously retired teachers shall initially be placed at experience Step 0 and appropriate training column of the negotiated salary schedule.
- C. There shall be no guarantee of re-employment of any teacher in the district if the teacher retires or is already retired.
- D. To be eligible for reemployment, a retired teacher must have accepted severance pay and must have eliminated his/her sick leave upon retirement from his/her prior employment.

- E. A retired teacher who is reemployed will not be entitled to any severance pay as defined in Section 11.10 Severance Pay of the negotiated contract.
- F. Retirement is a break in service and all seniority attained by a retired teacher prior to his/her retirement reverts to zero. Retired teachers shall not accumulate bargaining unit seniority under re-employment and shall be considered the least senior teacher during any period of RIF and shall not be entitled to Section 4.08(A)(8).
- G. Retired teachers shall be employed under the sequence of contracts specified in Section 4.05(B) but shall waive their right to a Continuing Contract with the Board.
- H. Retired teachers who are employed shall not be eligible for benefits specified in Section 11.08 – Tuition Reimbursement, but will be eligible for professional leave and reimbursement of professional expenses as defined in the negotiated contract and Board Policy.
- I. Retired teachers who are employed shall not be eligible for Section 10.03 Sabbatical Leave.
- J. Any bargaining unit member contemplating retirement from Washington County Career Center shall have the opportunity to discuss his/her rehiring with an administrative representative of the Board prior to making a retirement decision, if the bargaining unit member so requests. If the bargaining unit member desires, he or she may invite an Association representative to attend this meeting. At that meeting the administrator shall inform the bargaining unit member of his/her intended recommendation to the superintendent regarding reemployment.
- K. Retired teachers who are employed shall not be eligible for the medical benefits in Section 12.02 unless they are not able to receive or are not entitled to insurance benefits from STRS or other retirement program

ARTICLE 5
VACANCIES, TRANSFERS, AND PROMOTIONS

5.01 Vacancy Notification

As vacancies or new positions occur in the bargaining unit or administration, the Superintendent shall post a list of such vacancies at the teachers' mailboxes if the vacancy occurs during the normal school year. When the school is not in session (June, July, August) the vacancy notice will be mailed to staff.

5.02 Adult Program Openings

Any bargaining unit member interested in teaching an adult class may file a written statement of such desire with the Adult Education Director by the ending date of the previous school year. Bargaining unit members who have filed a written statement indicating desire to teach in the adult education program will be contacted as all openings occur during the upcoming school year.

5.03 Vacancy Application

Bargaining unit members who desire a change in subject assignment and hold certification/licensure for said change may file a written statement of such desire with the Superintendent not later than 14 calendar days after posting said vacancy, except in those cases where the Superintendent declares that an emergency exists, and the position must be filled at the earliest possible date. In such emergency cases, bargaining unit members will be contacted by mail, or when school is in session, the notice will be placed in the bargaining unit members' mailboxes, immediately. After said mailing, bargaining unit members must respond within three (3) working days after date of postmark, or when school is in session, within three (3) working days after the date the notice was placed in the bargaining unit members' mailboxes.

5.04 Voluntary Transfer and/or Assignment

In acting on request for voluntary assignment and/or transfer, the following criteria apply:

- A. Individual certification/licensure
- B. Effectiveness Rating
- C. Related work experience
- D. Seniority, if comparable evaluation

The final determination shall rest with the Superintendent or his/her designee, applying these criteria in good faith.

5.05 Involuntary Transfer and/or Re-assignment

- A. An involuntary transfer or re-assignment after August 1, to be effective during the current school year, will be made only after a meeting between the bargaining unit member involved and the Superintendent, at which time the bargaining unit member shall be notified in writing of the reasons. A reassignment made pursuant to this provision shall be in the best interest of the school district.
- B. A bargaining unit member being involuntarily transferred or reassigned will be placed only in a position for which such bargaining unit member is certified/licensed. Reassignment shall mean a change in department or program taught. Involuntary transfer shall be defined as an unrequested change in building assignments. The campus of the Washington County Joint Vocational School District referred to as Washington County Career Center shall be considered as one building.
- C. A bargaining unit member transferred after August 1 shall be granted a supplemental contract of five (5) days at his/her per diem rate to prepare for the upcoming school year.
 - 1. Per diem rate shall mean the employee's daily rate of pay determined by the following formula:

Total salary, inclusive of extended service, divided by number of contract days, inclusive of extended service, equals per diem rate.

5.06 Promotions

The Board declares its general support of a policy of filling vacancies, including vacancies in supervisory positions, from within its bargaining unit members staff. However, nothing herein shall preclude the Board of Education from determining that the interests of the school system can best be served by seeking candidates from outside the district.

5.07 Filling Vacancies

- A. The Superintendent determines who shall fill the vacancies. No transfers will be made until all staff candidates have been screened and, in the Superintendent's judgment, the best person has been selected for the position.
- B. Whenever a vacancy arises, the Superintendent shall promptly cause to be posted a notice of same on a bulletin board in each school building for no less than five (5) workdays before the position is filled. Any new position, including supervisory positions, shall be posted with accompanying job description.
- C. Vacant non-bargaining unit and bargaining unit positions may be filled from outside the unit only after any qualified bargaining or non-bargaining unit member, who has applied, has been interviewed for the vacant position or withdrawn himself/herself from consideration.

5.08 Adult Technical Training Supervisory Positions

- A. Any new Adult Technical Training Manager positions will be outside of this agreement.
- B. The three current coordinator positions within the bargaining unit will remain in the bargaining unit for the duration of their individual employment, unless they choose the option in part (C) below,
- C. Any of the three current coordinators who are now in the bargaining unit who wish to opt out of this agreement to transition to a 12-month manager contract will be granted the ability to do so.
- D. Any current coordinator who decides to remain in the bargaining unit under part (B) above will not be subject to a Reduction in Force (RIF) in the future if the district is, at that time, employing a Adult Technical Training Manager in a similar field.
- E. Any future full-time non-supervisory Adult Education positions that require an educator's license will be classified a bargaining unit positions and be subject to the negotiated agreement.

ARTICLE 6 SENIORITY

6.01 Seniority Defined

Seniority, wherever used in this agreement, shall mean length of continuous employment in a bargaining unit position as follows:

- A. Seniority shall begin to accrue from the first day worked in a bargaining unit position.
- B. Seniority shall accrue for the total period of time a bargaining unit member is on active pay status or is receiving Workers' Compensation benefits.
- C. Time spent on approved unpaid leave (i.e., unpaid leave, R.I.F., military leave, etc.) shall not contribute to the accrual of seniority but shall not constitute a break in seniority.
- D. Bargaining unit members shall accrue one (1) year of seniority for each year worked as determined by the minimal full-time standard as defined by STRS.
- E. No bargaining unit member shall accrue more than one (1) year of seniority in any work year.

6.02 Equal Seniority

A tie in seniority shall occur when two (2) or more bargaining unit members have the same amount of seniority credit as determined by the seniority list (length of service, certification, contract status). Ties in seniority shall be broken by the following method to determine the most senior bargaining unit member.

- A. The bargaining unit member with the first day worked in a bargaining unit position, excluding extended service days; then
- B. The bargaining unit member with the earliest date of employment (date of Board meeting hire); then
- C. By lottery, with the most senior bargaining unit member being the one whose name is drawn first, etc. This procedure shall be implemented in the presence of a designated Association representative.

6.03 Loss of Seniority

Seniority shall be lost when a bargaining unit member retires or resigns; is employed in a full-time non-bargaining unit position; is non-renewed, or terminated.

6.04 Posting of Seniority List

The seniority list shall be posted annually by September 30th of each work year. The Board shall prepare and post on the designated bulletin board in each building a seniority list indicating, by area of certification, license, the first day worked, the date of Board resolution to hire, and the contract status (limited or continuing) of each bargaining unit member. Said list shall be provided to the Association President on or before the date of posting.

- A. The names of bargaining unit members on the seniority list shall appear in seniority rank order within areas of certification, license, contract status, with the name of the most senior bargaining unit member appearing at the top of the listing and name of the least senior bargaining unit member appearing at the bottom of the listing.
- B. The names of bargaining unit members who are certified, licensed in more than one (1) area shall be included on the listing for all areas of certification, and/or license.

6.05 Correction of Inaccuracies

Each bargaining unit member shall have a period of thirty (30) calendar days after posting of the seniority list in which to advise the Board or its agents in writing of any inaccuracies which affect his/her seniority. The Board or its agents shall investigate all reported inaccuracies and make such adjustments as may be in order and post the updated list immediately.

**ARTICLE 7
WORK YEAR / WORK DAY**

7.01 Length of School Year

The length of each secondary school year will be 184 days, which includes at least two in-service and/or preparation days prior to the first day of classes, and at least two other days for in-service and/or preparation with one of those days occurring at the end of the school year. Each Adult Education member's annual calendar shall be 1652 hours (equivalent to 236 – 7 hour days). This Adult calendar must have the Director's approval. Staff input shall be sought concerning the dates of in-service days and makeup of calamity days. All in-service days will be normal working days.

7.02 Bargaining Unit Member Workday

A. The length of the bargaining unit member's workday shall be seven (7) hours, except for full-time certified/licensed adult education personnel. Each bargaining unit member shall have a consecutive thirty (30) minute duty-free lunch period.

1. Secondary bargaining unit members may be required to attend up to five (5) faculty meetings per school year which could extend the school day not more than one (1) hour.

2. Up to ten (10) faculty meetings may be held during teacher's planning time. Such meetings shall not extend beyond the regular day and shall be announced at least (1) one working day in advance. In return for meeting during planning time teachers shall be granted a forty (40) minute early release on the last working day of each week.

B. Secondary bargaining unit members may leave school grounds during their planning period and lunch period with prior approval of their immediate supervisor.

7.03 Planning Time

Each secondary bargaining unit member shall have one (1) uninterrupted forty (40) minute planning period daily which shall occur during the regular teacher workday. The planning period shall be used to perform responsibilities other than classroom instruction. During such time bargaining unit members shall not be required to supervise or instruct students.

7.04 Waiving Planning Time

A building principal and/or other administrators in charge of the building may ask a bargaining unit member to waive his/her planning period to assume responsibilities of teaching a class in lieu of a substitute teacher. Acceptance or rejection of such assignment shall be voluntary. The bargaining unit member will be responsible for submitting a time sheet as prescribed by the Board of Education at the end of each day to the Director noting the periods taught. Bargaining unit members will be paid prorata at the hourly rate determined as follows:

Base Salary
=
Bargaining Unit Member
Calendar Days

Daily Rate
= Hourly Rate
Seven (7)

7.05 Extended Service Schedule

Secondary bargaining unit members in their first year of teaching a program/academic course may be granted up to five (5) days extended service in order to prepare for the new program/academic course.

- A. A written request for extended leave will be made in writing to the Superintendent within two (2) weeks prior to the last student school day.
- B. Secondary bargaining unit members who are approved for extended service days shall document their time on a sign-in sheet for reimbursement.
- C. Personal leave and sick leave days shall not be approved for extended service.

ARTICLE 8 WORKING CONDITIONS

8.01 Substitute Teachers

The Board, through its administration, will make every effort to secure qualified substitute teachers when a regular bargaining unit member is not able to cover his/her class or classes.

8.02 Restructuring of Programs

The Association shall be notified at least ten (10) days in advance and provided the opportunity for input prior to the restructuring of full day programs.

8.03 Student Selection

A committee will be established to develop guidelines for student selection in over subscribed programs. The committee of three (3) bargaining unit members appointed by the Association President and two (2) members appointed by the Superintendent will meet annually, or as needed, to establish guidelines.

8.04 Academic Freedom

Bargaining unit members shall be guaranteed academic freedom. Such freedom shall be exercised within the bounds of the courses of study and/or State Standards as adopted by the Board. Bargaining unit members shall have the right to create a classroom environment which shall be conducive to investigation, interpretation, analysis and evaluation of data on all sides of a critical issue under study, but shall be responsible for exercising reasonable and sound judgment in accordance with generally accepted professional standards in selecting for discussion those issues which he/she deems relevant to the maturity and understanding of the students involved.

8.05 Lesson Plans

Weekly lesson plans will be in a format designed by the bargaining unit member and Director. Final approval is at the discretion of the Director.

8.06 Student Discipline

The Board recognizes its responsibility to give all responsible support and assistance to bargaining unit members with respect to the maintenance of control and discipline in the classroom. It is the responsibility of the bargaining unit members and administration to provide an atmosphere within the classroom and within the school building that is conducive to learning.

A. It shall be the responsibility of the bargaining unit member, with the assistance of his/her respective supervisor, to create a set of classroom/laboratory rules consistent with the school discipline policy (Section 15.03). These rules shall reflect a progressive discipline procedure with specific outcomes and actions for compliance and/or noncompliance.

- B. When, according to the respective bargaining unit member's classroom/lab rules/policy, a student has exhausted the alternatives of the teacher's policy, the student shall be referred to the Director/Assistant Director by completing the Discipline Report form.
- C. The Director/Assistant Director, using his/her best judgment of the facts, shall determine the action to be taken.
- D. If, in the Director's/Assistant Director's best judgment, the infraction can be handled without a due process hearing for suspension, appropriate action shall be taken and the bargaining unit member informed in writing of the action taken. If, in the best judgment of the Director/Assistant Director, an infraction may lead to a possible suspension, a due process hearing will take place with an opportunity provided for involvement by the bargaining unit member in the hearing and deliberations of outcome. No action by any party shall be in conflict with the discipline policy adopted by the Board.
- E. Should the bargaining unit member involved be dissatisfied with the dispatch with which a problem is handled or with the outcomes of such actions, he/she shall have the right to address concerns directly to the Administrator involved and progressively to the Director and Superintendent. The bargaining unit member may, if dissatisfied with the decisions of the Assistant Director, Director, and Superintendent, receive a hearing in executive session with the Board, to address the problem for final settlement. The decision of the Board shall be the final authority in these matters where not specifically addressed in policy.
- F. As provided in Section 3319.41 of the Ohio Revised Code, a person employed or engaged as a bargaining unit member may, within the scope of his/her employment, use and apply such amount of force as is reasonable and necessary to quell a disturbance threatening physical injury to others, to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil for the purpose of self-defense, or for the protection of persons or property.
- G. The Board will establish procedures for the administration of all forms of discipline within the school.
- H. When a pupil is initially assigned/reassigned to a class as a result of disciplinary action, the bargaining unit member(s) shall be so advised prior to assignment.
- I. Bargaining unit members shall be given release time as required for appearances at administrative hearings and court proceedings arising out of their professional activities.

8.07 Bargaining Unit Member Protection

- A. The subject of communications between parents and the school is paramount to maintaining a good school-community relationship. It is most beneficial to all parties that school complaints be resolved through face to face conferences. Conventional contacts between a bargaining unit member, pupils parents, supervisors, director, and other persons involved will be utilized in resolving complaints.

- B. Any formal written complaint about a bargaining unit member by any person shall be reported as soon as possible to the bargaining unit member in writing by the person receiving the complaint.
- C. Disciplinary action will not be taken based on complaints from individuals unless the Board has independently determined that sufficient evidence exists to support such action.
- D. If the issue is not resolved to the satisfaction of the parties involved, the alleged problem will be referred to the Superintendent for further investigation and a conference with said parties. In like manner, the issue, if not resolved, will be referred to the Board.
- E. Any criticism of a bargaining unit member by an administrator, or other agent of the employer shall be made in a discreet manner and never in the presence of students, relatives of students, other bargaining unit members (other than Association representatives), or at public gatherings. Any criticism of an administrator or support staff by a bargaining unit member shall be made in a discreet manner and never in the presence of students, relatives of students, other bargaining unit members or at public gatherings. All critiques made shall be confidential to the extent reasonably possible and subject to the public records laws.

8.08 Personnel Records

- A. All documents in the file shall be dated, signed and identified as to source with a copy to the bargaining unit member. The member will also sign and date any addition to his/her file. The refusal of a member to sign and date any addition to his/her file shall not preclude the placement of said material in the member's file. There will be only one official file in the Superintendent's office for each employee.
- B. Each bargaining unit member has the right to examine his/her file during regular office hours. The bargaining unit member may be accompanied by a representative. When a bargaining unit member examines his/her file, an administrative staff person may be present.
- C. The bargaining unit member has the right to attach written comments to any item in the file. Any written comments must be dated and signed by the Superintendent or his/her designee prior to being entered into the file.
- D. The file shall not be removed from the Superintendent's office by the bargaining unit member.
- E. A copy of each item in the file may be made by the bargaining unit member at no cost.
- F. Written reprimands will be removed at the bargaining unit member's request from the personnel file twenty-four (24) months following the date of issuance unless there is a subsequent offense of the same nature occurring within the twenty-four month period.
- G. No anonymous complaint critical of any bargaining unit member shall be included in the file.

- H. A bargaining unit member will be notified promptly after his/her file is examined by anyone other than the Board, Administration or State Auditor's Office or designee.

8.09 Individual Rights of Bargaining Unit Members

- A. All bargaining unit members are entitled to full rights of citizenship without discrimination on account of race, color, national origin, sex (including sexual orientation and transgender identity), disability, age, religion, military status, ancestry, genetic information (collectively, "Protected Classes"), or any other legally protected characteristic.
- B. Bargaining unit members have the right to participate in professional and civic organizations for their personal benefit and interest, so long as those activities do not interfere with the bargaining unit member's performance of his/her duties.
- C. Each bargaining unit member shall abide by this agreement, Board-adopted policies, and the provisions of his/her individual contract, to the extent that it does not endanger his/her personal safety or well-being or that of students in his/her charge.

D. Discipline and Reprimand

1. A reprimand shall be defined as a disciplinary communication imposed in response to an employee's violation of contract, established policies, or professional standards, neglect of duty, insubordination, or other failure of good conduct (per Ohio State Board of Education), which may be written or verbal with written confirmation.
2. Reprimands shall be conducted in a confidential manner.
3. All teachers shall be given the right to have an Association representative present at the meeting in which a reprimand or suspension is to be issued.
4. No teacher shall be reprimanded or suspended, reduced in rank or compensation, demoted, or otherwise deprived of any professional advantage without just cause and compliance with applicable provisions of this Contract. This section shall not supersede or apply to section 4.02 (probationary unit members).

8.10 Providing for Special Needs Students

- A. Bargaining unit members involved with the educational instruction of a special needs student (student requiring an IEP/504 Plan) will have the opportunity to participate in the writing of the plan for that student. Bargaining unit members will be informed of the student's IEP/504 Plan conference and may participate in the conference or submit written suggestions for goals. The written suggestions for goals will be presented for consideration at the IEP/504 Plan conference. All educationally involved bargaining unit members will have access to a copy of each student's IEP/504 Plan and revisions.
- B. Bargaining unit members will have the opportunity to attend in-service instruction dealing with handicapped students (including but not limited to IEP/504 Plan writing, instructional or legal requirements, etc.) at district inservice meetings.

- C. The administration will continue to provide support services for special education students. When related services are requested, the requesting parties will meet with the superintendent, director, assistant director, intervention specialist, home school representative, bargaining unit member, parent(s) and student.
- D. Except in emergency situations, no bargaining unit member will be required to administer any medication to or perform any medical procedure on a student. If the bargaining unit member voluntarily agrees to administer any medication, he/she shall be considered to be acting in accordance with board policy.
- E. Any bargaining unit member who has a student assigned to him/her who cannot take care of personal bodily needs or must be physically lifted for any reason will not be required to assist that student except in an emergency situation. If a bargaining unit member voluntarily agrees to perform any such assistance, then he/she will be considered to be acting in accordance with board policy.
- F. Bargaining unit members will only be required to attend intervention/IEP/504 Plan meetings during the contract day.

ARTICLE 9 EVALUATION PROCEDURE

9.01 Overview and Purpose

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

The evaluation policy is intended to provide an evaluation model that is research-based, transparent, fair, and adaptable to the needs of the District, students, and teachers/school counselor(s). The Board believes in the importance of ongoing assessment and meaningful feedback as a powerful vehicle to support improved teaching performance and student growth and to foster professional growth of school counselor(s), as well as promotion and retention decisions for teachers/school counselor(s). The purpose of the evaluation is to improve instruction, counselor services, and to make a record of the teachers’/school counselor(s) performance.

The Board and the Association agree that the following evaluation procedure will be utilized during the life of the agreement. The content of the evaluation is not grievable; however a bargaining unit member may grieve a violation of the evaluation procedure.

9.02 Application

- A. The teacher evaluation procedure contained in this agreement applies to the following employees of the district:
1. Teachers working under a license issued under sections 33319.22, 3319.26, 3319.222 or 3319.226 of the Ohio Revised Code who spend at least fifty percent (50%) of their time providing student instruction.
 2. Teachers working under a permanent certificate issued under section 3319.222 of the Ohio Revised Code as it existed prior to September 2003 who spend at least fifty percent (50%) of their time providing student instruction.
 3. Teachers working under a permanent certificate issued under section 3319.222 of the Ohio Revised Code as it existed prior to September 2006 who spend at least fifty percent (50%) of their time providing student instruction.
 4. Teachers working under a permit issued under 3319.301 of the Ohio Revised Code who spend at least fifty percent (50%) of their time providing student instruction.
 5. School counselor working under a licence issued under section 3319.113 of the Ohio Revised Code.

- B. Association members not meeting this definition are not subject to evaluation under this Article, but shall be evaluated utilizing principles similar to those appearing in this Article with the exception that no student growth measures shall be utilized. The evaluation form for said members is included in the Evaluation Handbook. Upon completion of the evaluation process, these Association members shall be assigned an overall effectiveness rating of “Accomplished”, “Skilled”, “Developing” or “Ineffective.”
- C. Adult Education unit members will be evaluated based on the goals they set with the Adult Director. These annual goals will be established no later than the first Monday in August. The Adult Education members will also be evaluated on the overall effectiveness of their program.

9.03 Orientation

The administrator(s) who shall be conducting evaluations shall conduct an orientation session prior to September 15 of each year, or in the case of a new teacher/school counselor(s), within thirty (30) days of the first day employed.

9.04 Establishment of Evaluation Committee

The Board and the Association will establish and maintain an ongoing Evaluation Handbook Committee in accordance with the Article 15.04 of this Agreement.

9.05 Professional Development

The board shall meet the requirements of ORC 3319.112(A)(8)(9) to provide professional development and sufficient financial resources to support the professional learning required by this agreement.

9.06 Evaluation Procedure

A. Standards Based Evaluation

1. Members of the bargaining unit to whom ORC 3319.111 applies shall be evaluated in compliance with the law and the standards-based Board policy for teacher evaluation, which shall be based upon the Ohio Department of Education’s Ohio Teacher Evaluation System (OTES), including the prescribed forms, as may be amended from time to time in consultation with the Evaluation Committee and shall be updated in the Evaluation Handbook.
 2. Members of the bargaining unit to whom ORC 3319.13 applies shall be evaluated in compliance with the law and the standards-based Board policy for school counselor evaluation, which shall be based upon the Ohio School Counselor Evaluation System (OSCES), including the prescribed forms, as may be amended from time to time in consultation with the Evaluation Committee and shall be updated in the Evaluation Handbook.
- B. Each teacher/school counselor(s) subject to evaluation under this procedure will be evaluated by a “credentialed evaluator”. This evaluator will be a contracted employee of the Washington County JVSD. A credentialed evaluator who is not full-time will only be utilized if a full-time evaluator cannot fulfill his/her duties due to extenuating circumstances.

C. Process and Tools

1. The evaluation process and tools adopted are based on the *Ohio Standards for the Teaching Profession* and the Ohio Teacher Evaluation System (OTES) Model developed by the Ohio Department of Education. The evaluation form(s) for said members is/are included in the Evaluation Handbook. Teacher evaluations shall utilize multiple factors, with the intent of providing meaningful feedback to each teacher and assigning an effectiveness rating. The final summative rating of teacher effectiveness shall be based on 50% of the Teacher Performance Rating and 50% of the Student Growth Rating. The evaluation process shall be described through the implementation of the following tool contained in the OTES Model.
2. The evaluation process and tools adopted for the evaluation of School Counselor(s) are based on the Ohio Standards for School Counselors and Ohio School Counselor Evaluation System (OSCES). School Counselor evaluations shall utilize multiple factors, with the intent of providing meaningful feedback to each school counselor and assigning an effectiveness rating. School Counselor(s) will be evaluated according to Ohio Revised Code and the Evaluation Framework aligned to the Ohio Standards for School Counselors. Each School Counselor will be evaluated on all areas identified by the standards and the ability to produce positive student outcomes using metrics in order to determine the holistic final summative rating of effectiveness according to ODE requirements. The choice for metrics for student outcomes will be determined locally.

D. Documentation of the teacher/school counselor(s)'s evaluation will be made through the Ohio Electronic Teacher and Principal Evaluation System (eTPES).

E. Criteria for Performance Assessment

1. All observations or walk-throughs of a teacher/school counselor(s) shall be conducted openly and with full knowledge of the teacher/school counselor(s).
2. No teacher/school counselor(s) performance information shall be collected by video or audio device without prior written approval of the association member.

9.07 Observation Schedule

- A. A minimum of two (2), thirty (30) minute formal observations shall be conducted when completing an annual evaluation. All formal observations will be announced. The first observation shall be completed by December 15th. Formal observations shall be conducted at least three (3) weeks apart.
- B. Each formal observation shall be analyzed by the evaluator using the Teacher Performance Evaluation Rubric. A narrative will then be completed by the credentialed evaluator to document each formal observation.
- C. The results of each formal observation shall be reviewed with the teacher/school counselor(s) during the post-observation conference.
- D. A teacher/school counselor(s) who has been granted a continuing contract and who receives an effectiveness rating of "Accomplished" on his/her most recent evaluation

shall be evaluated every third (3rd) school year. A teacher/school counselor who has been granted a limited contract and who has at least (3) three years of teaching/school counselor experience in the district and receives an “Accomplished” on his/her most recent evaluation shall be evaluated every 3rd school year.

- E. A teacher/school counselor(s) who has been granted a continuing contract and who receives an effectiveness rating of “Skilled” on his/her most recent evaluation shall be evaluated every other school year. A teacher/school counselor who has been granted a limited contract contract and who has at least (3) three years of teaching/school counselor experience in the dsitric and who receives and effectiveness rating of “Skilled” on his/her most recent evaluation shall be evaluated every other school year.
- F. A teacher/school counselor(s) who receives an effectiveness rating of “Ineffective” or “Developing” on his/her most recent evaluation shall be evaluated every school year.
- G. Teacher/school counselor(s) on a one-year limited contract, teachers in the final year of a multi-year contract or being considered for non-renewal shall be formally observed a minimum of three (3) times.
- H. A teacher/school counselor(s) may request a formal observation in addition to those required by this procedure.

9.08 Pre-Observation Conferences

- A. Formal observations shall be preceded by a pre-observation process that shall include a conference between the evaluator and teacher/school counselor(s).
- B. The teacher/school counselor(s) shall complete the pre-observation conference form at least 24 hours prior to the formal observation.
- C. The pre-observation process shall give the teacher/school counselor(s) an opportunity to identify areas in which she/he would like focused feedback from the evaluator during the classroom observation.

9.09 Post-Observation Conferences

- A. A post-observation conference shall be held within ten (10) work days after each formal observation and shall be used to inform the teacher/school counselor(s) if observed instructional practices are aligned with the expectations that are identified in the teacher/school counselor(s)’s professional growth or improvement plan.
- B. The purpose of the post-observation conference is to provide reflection and feedback on the observed lesson and to identify strategies and resources for the teacher/school counselor(s) to incorporate in lessons to increase effectiveness.
- C. The evaluator shall identify areas of reinforcement and refinement which may become part of the teacher/school counselor(s)’s professional development plan.
- D. Teacher/school counselor(s)s may bring additional evidence that supports the lesson observed to share with the evaluator at the conference or within five (5) work days of

the post-conference. The evaluator may consider these as evidence of student learning or evidence to support the teacher/school counselor(s)'s performance.

9.10 Walkthroughs

- A. A walkthrough is an informal observation that lasts at least five (5) and less than fifteen (15) minutes. Information obtained during the walkthrough shall be used as part of the teacher/school counselor(s)'s performance rating.
- B. A teacher/school counselor(s) shall be provided a copy of the walkthrough form through eTPES. A meeting may be requested by the teacher/school counselor(s) or evaluator within three (3) days of receiving the walkthrough form.
- C. No more than seven (7) walkthroughs shall be conducted during the school year.
- D. A teacher/school counselor(s) may request a walkthrough at any time in addition to those required by this procedure.

9.11 Student Growth Measures

- A. "Student Growth" means the change in student achievement for an individual student between two or more points in time. This component of the evaluation will constitute 50% of the overall teacher evaluation, unless changes are made as outlined in 15.04 E of this agreement as permitted by state law.
- B. Teachers on approved medical leave (defined as Board approved sick leave and/or the Family Medical Leave Act) for not less than twenty-five percent (25%) of the Student Growth Measures (SGM) contact time may not have the SGM portion for that school year used in a Final Summative Rating of Teacher Effectiveness.
- C. The percentage of SGM scores applicable to teachers in an approved co-teaching arrangement (e.g. inclusion) shall have been agreed to by the individual teachers in the co-teaching arrangement and the Director.

9.12 Attendance Rule

- A. Considering the calculation for student academic growth, a student who has twenty-two and-half (22.5) or more excused and/or unexcused absences (one semester) shall be excluded from the calculation.
- B. Considering the calculation for student academic growth, a student who has forty-five (45) or more excused and/or unexcused absences (year-long) shall be excluded from the calculation.
- C. Absences in this section may be (as permitted by state law) defined as excused, unexcused, or for school-related activities.

9.13 Definition of Student Growth Levels

The definitions for a conversion of the five ratings below to the three (3) levels of student growth shall be defined as:

Most Effective and Above Average is defined as Above;

Average and Approaching Average are defined as Expected;

Least Effective is defined as Below.

Descriptive Rating	Percentage Exceed/Met	Numerical Rating
Most Effective	90-100%	5
Above Average	80-89%	4
Average	70-79%	3
Approaching Average	60-69%	2
Least Effective	59% or below	1

9.14 Evaluation Timeline

- A. Teacher/school counselor(s) evaluations shall be completed by the first day of May.
- B. The credentialed evaluator shall provide the teacher/school counselor(s) a written, signed copy of the evaluation results by the tenth day of May. The evaluation results shall then be signed by the teacher/school counselor(s) and placed in the teacher/school counselor(s)'s personnel file.
- C. The teacher/school counselor(s) shall have the right to make a written response to the evaluation and have it attached to the evaluation report to be placed in the teacher/school counselor(s)'s personnel file within five (5) working days.
- D. Written notice of nonrenewal shall be provided by the first day of June

9.15 Retention Promotion Decisions/Removal of Poorly Performing Teachers/school counselor(s)

Removal of poorly performing teacher/school counselor(s) shall be in accordance with non-renewal and termination statues of the ORC and/or the relevant provision of this agreement. For this purpose, the Board will look only at the teacher performance rubric and (not the student growth component) of an evaluation until at least two (2) full years of student growth data are available, with the 2014-2015 school year constituting the first year. For a teacher who is transferred to a new assignment, the Board will look only at the teacher performance rubric (not the student growth component) of an evaluation until at least two (2) full years of student growth data are available.

Except as otherwise specified in the terms of this Agreement, nothing in this Article shall be deemed to prevent the Board from exercising its rights to non-renew, terminate, or suspend a teaching contract as provided by law.

9.16 Adult Education Observation Schedule

Adult Education non-teaching members will meet with the Director a minimum of twice a year for a performance review.

9.17 Individual Professional Development Plan

Every staff member must complete an Individual Professional Development Plan at the start of a new license cycle. This is a non-evaluation personal growth assessment. Said plan shall be presented to the LPDC.

9.18 Due Process

Teacher/school counselor(s) may request a change in assigned credentialed evaluator. Such a request will be considered by the Superintendent or his/her designee. The decision of the Superintendent or his/her designee shall be final.

- A. A teacher/school counselor(s) shall be entitled to association representation at any conference held during this procedure in which the teacher/school counselor(s) will be advised of an impending adverse personnel action.
- B. If the evaluation procedures have not be complied with pursuant to Article 9 of this Agreement the teacher/school counselor(s) is deemed reemployed under a one year limited contract.

9.19 School Counselor Evaluation Implenentation and Usage Timeline

The evaluation system for school counselors will be implemented beginning in the 2016-2017 school year. Decisions regarding this evaluation will begin in the 2017-2018 school year.

ARTICLE 10
LEAVE PROVISIONS

10.01 Jury Duty Leave

When it becomes necessary for a bargaining unit member to accept jury duty or is subpoenaed in a work related case, all compensation received for court or jury duty is to be remitted by the employee to the Treasurer's office, unless such duty is performed outside of normal working hours. Such leave shall not be deducted from any other type of leave.

10.02 Military Leave

Military leave will be granted to bargaining unit members pursuant to Ohio Revised Code. Benefits will be granted at a maximum allowable by law.

10.03 Leave of Absence for Professional Improvement

Leave of absence for professional improvement may be granted under the terms and conditions of Section 3319.131 of the Ohio Revised Code as such exists at the time of the execution of this Agreement.

A member who has completed five (5) consecutive years of service may be entitled to take a leave of absence with part pay, for one (1) year, subject to the following restrictions:

- A. A member shall submit by April 1 to the Superintendent a form as requested, a plan for professional growth for approval prior to the granting of such permission.
- B. Upon return from sabbatical leave of absence, or professional improvement leave, the member shall submit to the Superintendent a report containing transcripts while on leave, a description of travel and other information pertaining to evaluation of his/her program.
- C. The member may be required to return to the district at the end of the leave for a period of at least one (1) year.
- D. A satisfactory replacement must be available.
- E. No more than two (2) percent of the bargaining unit members may be granted sabbatical leave at any one time.
- F. Part pay is defined as not more than the excess difference between the substitutes' pay and the member's expected salary may be paid the member.
- G. Sabbatical leaves will be for one (1) year only.
- H. No member may be granted a leave more often than once each five (5) years.
- I. No member may be granted a leave a second time when other members of the bargaining unit have filed a request to be granted such leave.

- J. Upon return from sabbatical, a member shall be returned to the same or similar assignment held prior to such leave. Supplemental contracts or extended service do not apply.
- K. Bargaining unit members on sabbatical leave shall retain all previous seniority.

10.04 Unpaid Leave

- A. A bargaining unit member may for the purpose of educational, professional, or other purposes request an unpaid leave of absence of up to two school years. The granting of such request shall be discretionary with the Board. If the employee is ill or disabled and elects not to use accumulated sick leave credit, he/she may apply to the Superintendent for a leave of absence without pay or benefits for the period of disability subject to the specifications and requirements of Section 3319.13 of Ohio Revised Code. Whenever possible, application for such leave shall be made in writing at least sixty (60) calendar days prior to the beginning of the requested leave. Return to part-time or limited service shall be permitted only upon approval of the Superintendent.
- B. The Board will pay bargaining unit member's insurance benefits up to three (3) months while a bargaining unit member is on disability/medical leave.

10.05 Sick Leave

- A. Bargaining unit members shall be granted fifteen (15) days of sick leave with pay, for each year under contract, which shall be credited at the rate of one and one-fourth (1 1/4) days per month.
- B. Bargaining unit members may use sick leave for absence due to personal illness, disability due to pregnancy, injury, exposure to contagious diseases which could be communicated to others, and for absence due to illness, injury or death in the employee's immediate family as defined: parent, step-parent, sister, brother, step-sibling, father-in-law, mother-in-law, grandparents, great-grandparent, spouse or significant other ("significant other" is defined to mean one who stands in place of a spouse and who resides with the employee), child, stepchild, son-in-law, daughter-in-law, grandchild, brother-in-law, sister-in-law, aunt, uncle, or legal guardian or other person who stands in the place of parent and other relative living in the household.
 - 1. If professional medical attention is required and the employee has been absent for five (5) or more days, a certificate from a physician must be submitted stating they are able to return to work.
 - 2. Five (5) days of leave with pay shall be granted to an employee upon the death of a member of his or her immediate family. Immediate family is defined in (B) above. Extended leave beyond five (5) days must be approved by the Superintendent in writing.
- C. Unused sick leave accumulation shall be limited to 270 days, except that a new bargaining unit member with accumulated sick leave in another governmental agency in Ohio shall have placed to his/her credit all sick leave accumulated with his/her previous employer not to exceed 130 days, provided that such re-employment takes

place within ten (10) years of the date of the bargaining unit member's last termination from public service.

- D. The unit member will complete a sick leave form prescribed by the Board justifying the use of sick leave, within five (5) workdays following the unit member's return to work from sick leave. Failure to submit the sick leave form may result in the employee receiving no pay for the day(s).
- E. Falsification of statement pertaining to use of sick leave is grounds for suspension or termination of employment.

10.06 Personal Leave

- A. Four (4) unrestricted personal leave days per school year will be granted to each full-time bargaining unit member.
- B. Application for personal leave should be submitted at least three (3) days prior to use so as to give school officials ample time to obtain a replacement for the position. The administration may waive this time limit in case of emergency.
- C. Four (4) personal leave days will be approved upon submission of the form.
- D. Not more than 12% of the bargaining unit shall be permitted to use personal leave on any given work day.
- E. Personal leave days will be taken in full day increments only.
- F. Personal leave days may not be used on the day before or the day after a holiday, or in-service days except with the approval of the Superintendent or his/her designee.
- G. A bargaining unit member who misses no personal days and does not take any contract days without pay during the contract year will receive a \$250.00 bonus. If one day is missed as a personal day or contract day without pay, the bargaining unit member will receive \$175.00 and if only two such days are missed, the bargaining unit member will receive \$100.00. Said bonus will be paid by the last payday in July after the end of the applicable contract year.
- H. A bargaining unit may elect to waive the bonus for non-use of personal leave days and elect to roll all unused personal leave days into his/her sick leave accumulation. Any bargaining unit member electing to roll unused personal leave days, will notify the Board's treasurer no later than the last teacher work day of any school year.

10.07 Assault Leave

The Board of Education will grant assault leave, wherein a bargaining unit member who is absent due to physical disability resulting from an assault which occurs in the course of an employee's employment by the Board of Education, the Board will maintain the bargaining unit member on full-pay status during the period of such absence under the following provisions:

- A. The bargaining unit member who has been assaulted must furnish a written, signed statement on forms provided by the Board to justify the use of assault leave.
- B. If medical attention is required, a certificate stating the nature of the disability and its duration from a licensed physician shall be required before assault leave can be approved for payment.
- C. Falsification of either a written, signed statement or a physician's certificate shall be grounds for suspension or termination of employment under Section 3319.16 of the Ohio Revised Code.
- D. During such assault leave the bargaining unit member shall be maintained on full pay basis less the amount of worker's compensation received.
- E. Assault leave granted under these regulations shall not be charged under sick leave earned or earnable under Section 3319.141 of the Ohio Revised Code or leave granted under regulations adopted by the Board pursuant to Section 3319.08 of the Ohio Revised Code.
- F. Assault leave will be limited to thirty (30) calendar days.

10.08 Family and Medical Leave

- A. Notwithstanding other provisions of this agreement, the Board and the Association agree to abide by the provisions of the Family and Medical Leave Act of 1993. The parties to this agreement agree that all benefits guaranteed by the act will be provided to employees covered by this agreement. Any alleged violations of the act may be processed as grievances using the procedure herein. Pursuit of such a grievance in no way prevents an employee from enforcing his/her rights under the act as provided by law.

B. Eligibility

An employee must have twelve (12) consecutive calendar months of service and at least 1,250 hours over the twelve (12) months prior to the leave request (per Board Policy 3430.01) with the Washington County Joint Vocational School District to be eligible for benefits under the act.

C. Leave Provisions

1. Each eligible employee is entitled to and shall be granted upon request up to 12 weeks of unpaid leave per year to care for a new child or a sick child, parent or spouse, or to use for the employee's own medical treatment. Such leave may be taken for the care of a newly adopted or newly placed foster child, as well as a newborn child.
2. Any leave beyond 12 weeks in a year for these combined purposes may be granted pursuant to the other leave provisions of this agreement. Any contractual unpaid leave shall be granted upon request at the expiration of that granted under the Family and Medical Leave Act.

3. Eligible employees may choose to substitute paid leave granted by other provisions of this agreement for all or part of the unpaid leave granted under this article. The Board may also require the substitution of paid leave.
4. Leave taken to care for a new child must be taken within one year of birth or placement of the child. The employee must give the Board thirty days' notice of the birth or placement if possible, or as much notice as possible, if less than thirty days.
5. Leave under the Act may be taken intermittently, when medically necessary. The employee will attempt to schedule medical procedures so as not to interrupt his/her work unnecessarily.

D. Protection of Employment and Insurance

1. The Board shall return the employee taking a leave under this article to the same position he/she occupied prior to the leave.
2. The Board shall continue to pay the Board contribution to the current medical insurance plan and to STRS for the employee while he/she is on leave under this section.
3. The taking of a leave under this article shall not result in the loss of any employment benefit accrued prior to the date the leave commenced.

E. Medical Certification

The Board may require medical certification from a licensed physician as to the medical necessity for a leave under this article. Such certification will include a statement by the physician that the employee is unable to perform all the duties of his/her position, or that their presence is required to care for a seriously ill family member. This section shall be uniformly applied.

10.09 Catastrophic Leave Assistance Program

- A. The Washington County Career Center shall maintain a Catastrophic Leave Assistance Program that will allow individual employees to donate up to twenty-five (25) days of sick leave to each eligible applicant, during any school year. Employees with less than fifty (50) days of accumulated sick leave shall not be eligible to contribute.
- B. To qualify for the Catastrophic Leave Assistance Program, an employee must have experienced a personal catastrophic illness or injury or a member of the immediate family (spouse, child or parent) must have experienced a catastrophic illness or injury and the employee must have exhausted his/her sick leave and personal leave. The Catastrophic Leave Assistance Program cannot be used beyond the end of the school year in which the application is made.
- C. Request for use of Catastrophic Leave Assistance Program will be considered on a case by case basis. A committee, composed of one (1) member appointed by the Association President, one (1) member appointed by the Board, and chaired by a mutually agreeable third member, will make a determination based on the following criteria:

1. The employee must have experienced a personal catastrophic illness or injury or a member of the immediate family (spouse, child, or parent) must have experienced a catastrophic illness or injury that has exhausted or will exhaust the employee's sick leave and personal leave.
2. The total use of the Catastrophic Leave Assistance Program for the employee shall not exceed the current school year. A new application may be made in the following school year. However, the maximum use of the program for a catastrophic illness or injury shall not exceed 184 days of donated leave. The total use of the CLAP program for the employee's immediate family shall not exceed a maximum of twenty (20) days.
3. All requests will be subject to the responses of the staff who wish to make donations to an individual approved by the committee.
4. All donations of sick leave by staff members will remain confidential and should be submitted to the committee. The committee will submit the names and number of days to be deducted from each of the donating employees to the Treasurer. The Treasurer will only deduct donated days as they are used. Said notification is to be submitted ten (10) days prior to the payroll date.
5. Activation of the program shall require consensus of the committee.

**ARTICLE 11
COMPENSATION**

11.01 Salary

- A. Effective July 1, 2016, of the school year 2016-17, the base salary for a degreed bargaining unit member with no experience will be \$35,812 (3.0%).
- B. Effective July 1, 2017, of the school year 2017-18, the base salary for a degreed bargaining unit member with no experience will be \$36,886 (3.0%).
- C. Effective July 1, 2018, of the school year 2018-2019, the base salary for a degreed bargaining unit member with no experience will be \$37,993 (3.0%).

11.02 Salary Index

Years Of Service	Voc. License Bachelors	Associates Deg/ BA-150 Semester Hrs.	Master's	Master's + 15 Semester Hrs.	Master's + 30 Sem. Hrs..
0	1.0000	1.0400	1.0950	1.1500	1.2000
1	1.0400	1.0850	1.1450	1.2000	1.2500
2	1.0800	1.1300	1.1950	1.2500	1.3000
3	1.1225	1.1775	1.2450	1.3000	1.3500
4	1.1650	1.2250	1.2950	1.3500	1.4000
5	1.2075	1.2725	1.3450	1.4000	1.4500
6	1.2550	1.3250	1.4050	1.4600	1.5100
7	1.3025	1.3775	1.4650	1.5200	1.5700
8	1.3500	1.4300	1.5250	1.5800	1.6300
9	1.3975	1.4825	1.5850	1.6400	1.6900
10	1.4450	1.5350	1.6450	1.7000	1.7500
11	1.4925	1.5875	1.7050	1.7600	1.8100
12	1.5400	1.6400	1.7650	1.8200	1.8700
13	1.5875	1.6925	1.8250	1.8800	1.9300
27	1.6375	1.7475	1.8875	1.9450	2.0000

A. Column 'C'

1. Defined as a Bargaining unit members employed with a "Vocational Teaching license/ Adult Educator Permit" and without an Associates' Degree or
2. Defined as Bargaining unit members employed with a "Bachelor's Degree"

B. Column 'B'

1. Defined as an earned Associate Degree or equivalent from an accredited institution and a 5-year professional vocational license/4 Yr. Adult Education Permit or
2. Defined as a Bachelor's Degree with either 150 semester hours or has earned additional semester hours to a total of 150 hours after receiving their Bachelor's Degree.

C. Column 'A'

1. Defined as a Master's Degree related to education or the individual's area of certification.

D. Column 'AA'

1. Defined as 15 graduate semester hours earned after the award of the Master's related to education, or the individual's area of certification, OR
2. Defined as Undergraduate hours (from a four-year degree granting college or university) directly related to the individual's area of certification. (No more than 1/2 of the 15 semester hours shall be undergraduate.)

E. Column 'AAA'

1. Defined as 30 graduate semester hours earned after the award of the Master's related to education, or the individual's area of certification, OR
2. Defined as Undergraduate hours (from a four-year degree granting college or university) directly related to the individual's area of certification. (No more than 1/2 of the 30 semester hours shall be undergraduate.)

F. Adult Education Member Pay Calculation

Annual contract will be calculated by dividing the amount noted on the index by the number of secondary contract days then divided by the work day of 7 hours then multiplied by the number of hours noted in 7.01.

11.03 Pay Period

- A. The Board of Education agrees to provide the members of the bargaining unit twenty-six (26) payments on alternate Fridays through the calendar year.
- B. The Board requires all employees to use direct deposit of payroll to a financial institution authorized by the bargaining unit member.
- C. When there is the necessity to extend one pay period to three weeks, the Treasurer is authorized to do so in the first 3-payday month after December.

11.04 Payroll Deductions

- A. The Board of Education of the Washington County Joint Vocational School District hereby authorizes salary deduction plans for the following:
 - 1. federal
 - 2. state
 - 3. local
 - 4. tax sheltered annuity
 - 5. retirement
 - 6. insurance-hospital (major medical)
 - 7. supplemental insurance
 - 8. professional dues (OEA/NEA/SEOEA department of OEA); and ACTE/National ACTE
 - 9. employees option
 - 10. United Way
 - 11. credit union
 - 12. West Virginia income tax
- B. All deductions shall be in a group of ten (10) or more before they will be considered by the Board except Numbers 1, 2, 3, 5, 8, 10, and 11.
- C. All salary deductions other than those required by the federal and state government will be deducted only upon written approval by the employee.
- D. The Treasurer's office shall be given thirty (30) days' notice of the beginning or ending of a salary deduction by an individual.
- E. Organizations, companies, or individuals desiring the school to establish a salary deduction plan must submit a desired plan to the Board for advance approval.

11.05 Professional Membership Dues of Advisors

The Board will pay the professional membership dues for each bargaining unit member to the student organization for which the bargaining unit member is an advisor.

- A. The Board of Education will pay chapter advisor(s) (maximum of 2) as follows: Skills USA Chapter Advisor - \$1,200; BPA Chapter Advisor - \$800; FFA Chapter Advisor - \$800; Student Council/National Honor Society - \$800. Staff members interested in a Chapter Advisor position will apply to the Director, who will supervise and evaluate all Chapter Advisors. Payment will be made in the first paycheck in June.

11.06 Professional Meetings, Conferences and Visitations

- A. Upon written approval of the Director and the Superintendent, release time with pay shall be granted for:
 - 1. Attendance at educational conferences, including the Ohio Education Association (OEA) and/or the National Education Association (NEA) conferences or meetings by a bargaining unit member.
 - 2. Attendance at workshops, seminars and other professional improvement sessions, including observing in other schools.
 - 3. All professional trips requested out of state must be approved by the Director, Superintendent, and Board. These trips must be requested in writing two weeks preceding the activity. Following action by the Board at its next regular meeting, one copy of the application will be returned to the employee making the request, one copy to the Treasurer, and one to the Director.
- B. Upon approval of Superintendent and Director:
 - 1. Any bargaining unit member chaperoning student(s) to local, regional, state, or national level activities will be paid his/her regular daily rate each day of the activity held on a day when school is not in session. The Superintendent will determine the number of approved chaperones for each activity.
 - 2. Bargaining unit members who are members of the Association for Career and Technical Education shall, at board expense receive reimbursement expenses while attending the annual State ACTE Conference sponsored by ACTE in the summer.

11.07 Use of Personal Automobile

- A. The Board will purchase excess liability insurance to cover employees voluntarily transporting students in their car to and from Board authorized activities approved by an administrator. Insurance will be a minimum of \$300,000 per person bodily injury and property damage.
- B. Bargaining unit members required to travel shall be reimbursed in accordance with the IRS mileage rate for use of their personal vehicle. A bargaining unit member will submit monthly expense vouchers to the Superintendent or his/her designee for approval and will be paid once each month.

11.08 Tuition Reimbursement

The following requirements must be met to be eligible for tuition reimbursement:

- A. All credit earned must be from an accredited institution.
- B. The Director, Superintendent, and Board if required (refer to 11.08 F), must authorize and approve all credit before payment is granted. Approved credit will be relevant to the professional development of the staff member.

- C. To be eligible for additional college credit payment, a professional staff member must have completed one (1) year in the District prior to enrolling in courses and receiving payment.
- D. Eligibility will also be based on the preparation and certification of the professional staff member. In order to be eligible the professional staff member must hold a teaching certificate or license in Ohio in the field or subject areas in which he/she is employed.
- E. All credit earned, which would qualify for advancement on salary schedule, must be on file in the office of the Superintendent by September 30th of each school year. Payment must be made within thirty (30) days of receipt of written proof. If official transcripts cannot be filed by the above-mentioned date, a letter or grade report from the educational institution granting the credit verifying completion of the credit will be accepted until the official transcript is obtained.
- F. Reimbursement
 - 1. For more than sixty (60) semester hours or ninety (90) quarter hours may be approved at the discretion of the Board of Education. Those hours must relate directly to area of specialization or to the education profession. Six years prior service at Washington County Joint Vocational School District is a necessity for consideration.
 - 2. College Credit Plus (CC+) participating teachers without a Masters' Degree in the area of study will be paid \$500 stipend per course up to a maximum of \$1,500 per year. Participating with a Masters' Degree in the area of study will be paid \$1,000 stipend per course up to a maximum of \$3,000 per year.
- G. The Board will provide tuition reimbursement to eligible bargaining unit members as follows:
 - 1. The Board shall appropriate a total amount of seventeen thousand dollars (\$17,000) each fiscal year to implement the tuition reimbursement article for bargaining unit members. Funds will be allocated equally between two (2) periods. The first allocation will be for eligible bargaining unit members completing course work between July 1 and December 31. The second allocation period will be for completing course work between January 1 and June 30. Any unused amount from the first allocation period will be added to the amount for the second allocation period. Submission for the first round should be submitted for approval on or before September 15 and the second round shall be submitted for approval on or before February 15 (for Spring Semester) and May 15 (for Summer Semester) of each academic year.
 - 2. Stipends shall not exceed three hundred twenty dollars (\$320) per quarter hour or four hundred eighty dollars (\$480) per semester hour. Stipends will not exceed the actual cost per credit hour including assessed student fees (registration, lab, technology, or other general fee).

3. Each bargaining unit member shall be initially limited to twelve (12) quarter or nine (9) semester hours per year.
 4. If funds still remain on June 30th, a bargaining unit member may apply to the committee for additional hours of reimbursement on a pro-rated basis by dividing the dollar amount remaining by the number of hours requested.
 5. A listing will be available in the Board office detailing the name, number of credit hours, and amount reimbursed for each bargaining unit member who has received or applied for tuition reimbursement during the current school year along with the dollars still available in the tuition reimbursement fund.
 6. In the event that applications for reimbursement exceed the remainder in the fund, consideration will first be given to those who have not previously been approved for reimbursement in the current fiscal year.
 7. At the request of either party, a committee of two (2) bargaining unit members appointed by the Association President and one (1) member, appointed by the Superintendent, may meet for the purposes of screening candidates, making selections, and discussing procedures for administering the provisions of this article.
- H. Newly employed vocational instructors shall be eligible to receive up to two thousand five hundred dollars (\$2,500) per year for the first four (4) years of employment to be used for courses necessary to obtain their supplemental or Alternative Resident Educator (A-Re) license. Unused monies in one year may be rolled over into the consecutive year during the four (4) year period.

11.09 Board Pickup of Employee Contributions to STRS

- A. For purpose of this section, total annual salary per pay period for each bargaining unit member shall be the salary otherwise payable under this agreement and their contracts. The total annual salary and salary per pay period of each bargaining unit member shall be payable by the Board in two parts: (1) deferred salary and (2) cash salary. A bargaining unit member's deferred salary shall be equal to that percentage of said bargaining unit member's total annual salary or salary per pay period which is required from time to time by the State Teachers Retirement System (STRS) to be paid as a bargaining unit member contribution by said member and shall be paid by the Board to STRS on behalf of said members as follows:

<u>Pickup on Pickup</u>	<u>Salary Reduction</u>
(Assume & Paid by Board)	
2016-17 3%	Balance of Member's Contribution
and to continue thereafter	

- B. The Board shall compute and remit its bargaining unit member contributions to STRS based upon total annual salary, including the "pickup." The Board shall report for federal and State income tax purposes as a bargaining unit member's gross income said member's total annual salary less the amount of the "pickup." The Board shall report for municipal income tax purposes as a bargaining unit member's gross income said member's total annual salary, including the amount of the "pickup." The Board shall

compute income tax withholding based upon gross income as reported to the respective taxing authorities.

- C. The Treasurer shall implement the provisions of this section effective July 1, 2016, and shall apply to all compensation including supplemental earnings beginning with the first pay period for the 2016-17 contract(s).
- D. Board pickup shall terminate immediately if deemed illegal by a court of competent jurisdiction or by the Internal Revenue Service.
- E. The Board shall compute and remit all applicable contributions to STRS based upon annual salary and/or earned compensation which includes the amount of the pickup computed therein.
- F. The pickup percentage shall apply uniformly to all employees of the bargaining unit and no employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pickup.
- G. The salary schedule will be used for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absences, and for all other purposes of compensation.

11.10 Severance Pay

- A. Retirement shall be defined as actual retirement as having been approved for retirement benefits under the State Teachers' Retirement System. Bargaining unit members who elect to retire shall be paid a lump sum equal to the percentages as stated below of total accrued but unused sick leave credit:
 - 1. Less than fifteen (15) years of service in the Washington County Joint Vocational School District - 25% of total accrued but unused sick leave to a maximum of sixty-eight (68) days paid.
 - 2. Fifteen (15) or more years of service in the Washington County Joint Vocational School District - 30% of total accrued but unused sick leave to a maximum of eighty-one (81) days paid.
 - 3. Such payment shall be based upon the employee's daily rate of pay at the time of retirement exclusive of overtime or supplementary pay.
 - 4. Any employee having reached his/her maximum sick leave accumulation of two hundred seventy (270) days, will receive one additional severance day added to the maximum allowed for each year the employee has a two hundred seventy (270) day sick leave accumulation on the last of the school year.
- B. Payment for such leave on this basis shall be considered to eliminate all sick leave credit accrued by the bargaining unit member. Such payment shall be made only once to any bargaining unit member. Bargaining unit members must request severance pay on the form provided by the Board. Each bargaining unit member who has elected to retire will receive his/her severance pay in his/her final paycheck from the Board. A

bargaining unit member may, upon notification to the treasurer, have his/her severance pay placed in an annuity or IRA.

- C. In case of death of an employee, the severance pay to which the deceased employee would have been entitled shall be paid in accordance with Section 2113.04 of the Ohio Revised Code.

11.11 State Mandated Background Check

The Board shall reimburse those teachers renewing or converting to a five (5) year license up to sixty dollars (\$60.00) for the cost of the required criminal background check. The reimbursement will be made within 30 calendar days of the Board's receipt of evidence that the employee has paid for his/her background check.

ARTICLE 12 INSURANCE

12.01 Term Life Insurance

The Board will provide at its expense term life insurance of \$50,000 with accidental death and dismemberment benefits for a full time bargaining unit member.

12.02 Health Plan Programs

The Board will provide two different health plan programs as described in Appendix A. Bargaining unit members shall have the option of selecting one of the health plan programs as follows:

- A. Option A: The Board will pay eighty-five percent (85%) of single plan and eighty-five percent (85%) of the family plan for employees electing to take the plan referred to as Option A: Effective 1/1/2015, the Board will pay eighty percent (80%) of the single plan and eighty (80%) of the family plan for employees electing to take the plan referred to as Option A.
- B. Option C: The Board will pay ninety-five percent (95%) of single plan and ninety-five percent (95%) of the family plan for employees electing to take the Health Savings Account plan referred to as Option C. The Board shall deposit \$55.00 the first and second pay of each month (\$1,320 annually) for each single plan and \$110.00 the first and second pay of each month (\$2,640) annually for each family plan into the Health Savings Account for each pay the employee is enrolled in the Option C health plan.
- C. Employees will have the right to select and enroll in any one of the two optional plans, annually. Bargaining unit members who wish to change plans shall notify the treasurer no later than December 1st for a plan change effective January 1st of any year. Employees may enroll during the plan year if they meet the established criteria.
- D. Notwithstanding paragraph (A) and (B) above, the Board shall comply with the Patient Protection and Affordable Care Act provisions that are effective for each section of the PPACA in the year applicable to Washington County Joint Vocational School District. The Board plan shall only be available to full-time employees, determined through a 12-month "look-back" period, excluding all unpaid leave including vacations up to 501 hours per measurement period, in accordance with the PPACA and Treasury regulations.

12.03 Health Care Committee

A seven (7) member Health Care Committee shall be established upon agreement of this contract and maintained with four (4) representatives appointed by the bargaining unit and three (3) representatives appointed by the Board. The purpose of the Health Care Committee shall be to improve the quality of health care and lower the cost of health insurance for all enrollees of the health insurance plan. The duties of this committee shall be to review and analyze all pertinent health care and health insurance information. The committee's area of review may include, but is not limited to, the following:

- Review of current plan provisions and proposals for any modification in the benefit plans and/or providers;
 - Recommendation of any health insurance education programs for current and potential enrollees; and
 - Review of any additional cost containment measures that may alter the delivery of health care services, while maintaining quality.
- A. In the event that consensus cannot be reached as to plan modifications during the time the contract is in effect, the current plan shall remain in effect. If consensus as to plan modifications or changes occurs, the new proposal(s) shall be submitted to both sides for ratification.
- B. The Board shall provide the Committee with information on bargaining unit claims and experience, financial reports and other data that they are able to obtain as requested by the Committee. The Committee shall determine the duration and frequency of all regular meetings. An annual written update of the Committee's work shall be provided to the bargaining unit and the Board.

12.04 Dental Insurance

The Board will provide at full cost the premium for dental insurance for all bargaining unit members as outlined below:

Specifications:

Maximum Benefits per Covered Person

100% Diagnostic and Preventative

80% Basic Restorative and Routine Dental Services

60% Major Restorative, \$1,500 per calendar year maximum

50% Orthodontic Services, lifetime maximum \$1,500

\$25 deductible, single

\$75 deductible, family

12.05 Vision Insurance

The Board will provide group vision insurance and pay the composite rate for plan frequency of 24/24/24.

12.06 Prescription Safety Glasses

The Board will supply, annually, prescription safety glasses for all bargaining unit members who are required to wear them. All prescription safety glasses will be obtained from the same optometrist at the lowest price possible. Annually, by September 30, the Board will approve an optometrist where eligible bargaining unit members may obtain safety glasses.

ARTICLE 13
MANAGEMENT RIGHTS

13.01 Board Reserves Management Rights

Except as specifically abridged, delegated, granted or modified by a specific and express term of this agreement, the Board hereby retains and reserves to itself and the administration without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in them of the laws and the constitution of the State of Ohio, including but not limited to management's right to: determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy as the functions and programs of the Board, standards of service, its overall budget, utilization of technology, and organizational structure; hire, assign, direct, schedule, supervise, and evaluate bargaining unit members; maintain and improve the efficiency and effectiveness of school operations; determine the methods, processes, means and personnel by which school operations are to be conducted; suspend, discipline, demote, or terminate bargaining unit members for just cause; lay off, non-renew, transfer, promote, or retain bargaining unit members; determine the adequacy of the work force; determine the overall mission of the school district as an educational unit; effectively manage the work force; take actions to carry out the mission of the school district; determine the work hours of bargaining unit members and the instructional hours for pupils; and direct, assign, and schedule pupils.

**ARTICLE 14
ASSOCIATION RIGHTS**

14.01 Association Rights

There will be no reprisals taken against any bargaining unit member by reason of his/her membership or non-membership in the Association. Furthermore, the Board authorizes the Washington County Career Center Teachers Association:

- A. To use the facilities of any building for meetings and Association business, without fee, upon notification to the administrator in charge of such building. Permission to use facilities shall be given as long as it does not interfere with any previously authorized activity in said building.
- B. To use the inter-school mail system to distribute Association bulletins, newsletters or other communications of a general nature.
- C. To use two (2) bulletin boards exclusively for Association business.
- D. None of the rights set forth above shall be exercised in a way as to interfere with teaching duties.
- E. The Board shall provide one staff workroom in the DCB Building and one staff workroom in the Annex Building.

14.02 Fair Share Fee

A. Payroll Deduction of Fair Share Fee

The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain a member of the Washington County Career Center Teachers Association, a fair share fee for the Association's representation of such non-member during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

B. Notification of the Amount of Fair Share Fee

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

C. Schedule of Fair Share Fee Deductions

1. All Fair Share Fee Payors

Payroll deduction of such annual fair share fees shall commence on the first (1st) pay date which occurs on or after January 15th annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date or after the later of:

- (a) Sixty (60) days employment in a bargaining unit position or
- (b) January 15th.

2. Upon Termination of Membership during the Membership Year

The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be annual fair share fee less the amount previously paid through payroll deduction. The deduction of said amount shall commence on the first (1st) pay date occurring on or after forty-five (45) days from the termination of membership.

D. Transmittal of Deductions

The Board further agrees, upon request to provide, a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted,

E. Procedure for Rebate

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

ARTICLE 15 COMMITTEES

15.01 Building Council:

A council of teachers and administrators may be assembled to discuss any relevant matter deemed to be worthy of concern by either the teaching staff or the administration. Teacher members of said council shall be appointed by the Association President to represent both academic and vocational areas and shall not exceed four (4) persons. Administration members shall be appointed by the Superintendent and shall also be limited to four (4) persons. Meetings may be held at the request of either party.

15.02 LPDC (Local Professional Development Committee)

- A. The makeup of the LPDC shall consist of at least three bargaining unit members, selected by the Association President with ratification by vote of the membership, and two administrative personnel, appointed by the Superintendent. Association members of this committee shall serve three (3) year alternating terms with one member being replaced annually.
- B. LPDC members shall meet monthly during the school year as needed. Members will be paid their hourly rate based on a seven (7) hour work day.
- C. The Board will provide training for all LPDC members with the provisions of 15.02 B in force.
- D. The Board will provide a permanent storage area for all LPDC materials.

15.03 Student Handbook Committee

The Association President shall appoint bargaining unit members to serve on a committee to review the student handbook which will include student discipline policy. The composition of this committee shall be three (3) from the administration and three (3) from the bargaining unit. The committee shall be subject to call by the Superintendent or his/her designee.

15.04 Evaluation Committee

- A. The Board and the Association hereby establish an ongoing Evaluation Committee made up of three (3) Association members appointed by the Association President and two (2) administrators appointed by the Board or its designee.
- B. This committee shall monitor legal developments and make recommendations for revisions to the teacher evaluation policy and Evaluation Handbook. The committee shall also be responsible for recommendations regarding Student Learning Objectives (SLOs).
- C. The committee shall operate by consensus.
- D. All committee work by Association members outside of the teacher workday shall be granted a \$1,000 (one-thousand dollar) stipend, payable by the last paycheck in June.

- E. If either party wishes to consider any change to the evaluation procedure during the term of this agreement, it shall discuss the matter with the committee. If, by consensus, the committee recommends to change or revise the evaluation procedure during the term of this agreement, then said recommendation shall be subject to approval by the board and the association. Such a change may be bargained without opening the entire agreement.

ARTICLE 16
TERMS OF AGREEMENT

16.01 Consistency with Law

If any specific provision of this agreement is invalidated by court ruling or subsequent change in the law, the parties shall, upon written request of either party, negotiate in good faith regarding any necessary change in this agreement.

16.02 Entire Agreement

This agreement supersedes all previous oral and written agreements between the Board and the Association.

16.03 Agreement May Be Amended

This agreement may be amended by mutual written consent of both parties.

16.04 Conflict in Board Policy

The Board shall adopt its policies as may be necessary to give full force and effect to this agreement. Should there be a conflict between this agreement and any policy, then the terms of this agreement shall prevail.

16.05 Copies of the Agreement

Electronic and paper copies of this agreement shall be provided to each bargaining unit member no later than the first in-service day. Each bargaining unit member hired thereafter shall receive an electronic and paper copy. Any revisions or amendments also shall be provided electronically and distributed to each bargaining unit member.

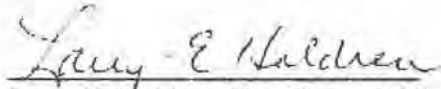
16.06 Terms of Agreement

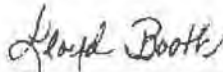
Terms of agreement shall be effective July 1, 2016 and continue until June 30, 2019 following ratification by the Washington County Career Center Teachers' Association and the Washington County Career Center Board of Education.

ARTICLE 17
SIGNATURES

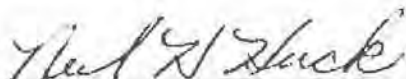
17.01 IN WITNESS WHEREOF, The parties hereto have set their hands at Marietta, Ohio this 2th day of June, 2016


Washington County Joint Vocational
School District Board of Education


Larry E. Holdren, President – OVJESC


Lloyd Booth – Fort Frye


Rod Hineman – Belpre

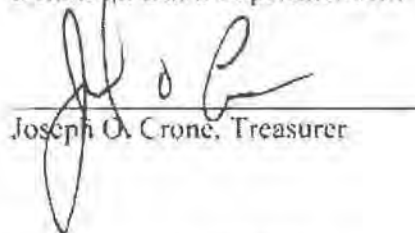

Neil Huck – Waterford


Jeff Fauer – Frontier


Wendy Myers – Marietta



Debbie West – Warren


Dennis A. Blatt, Superintendent


Joseph O. Crone, Treasurer

Washington County Career Center
Teachers' Association


Kenneth J. Gebhart, President


Evan Schaad


Jason Lipot

Board Approved: 6/12/2016

WASHINGTON COUNTY JVS SALARY SCHEDULE
2016-2017 Teachers Salary Schedule effective 7/1/2016

YRS. EXP.	C	B	A	AA	AAA
	VOC. LICENSE/ BACHELOR	ASSOC. DEGREE/ BA - 150 SEM. HRS.	MASTER'S	MASTER'S + 15 SEM. HRS.	MASTER'S + 30 SEM. HRS.
0	35,812 1.0000	37,244 1.0400	39,214 1.0950	41,184 1.1500	42,974 1.2000
1	37,244 1.0400	38,856 1.0850	41,005 1.1450	42,974 1.2000	44,765 1.2500
2	38,677 1.0800	40,468 1.1300	42,795 1.1950	44,765 1.2500	46,556 1.3000
3	40,189 1.1225	42,169 1.1775	44,586 1.2450	46,556 1.3000	48,346 1.3500
4	41,721 1.1650	43,870 1.2250	46,377 1.2950	48,346 1.3500	50,137 1.4000
5	43,243 1.2075	45,571 1.2725	48,167 1.3450	50,137 1.4000	51,927 1.4500
6	44,944 1.2550	47,451 1.3250	50,316 1.4050	52,286 1.4600	54,076 1.5100
7	46,645 1.3025	49,331 1.3775	52,465 1.4650	54,434 1.5200	56,225 1.5700
8	48,346 1.3500	51,211 1.4300	54,613 1.5250	56,583 1.5800	58,374 1.6300
9	50,047 1.3975	53,091 1.4825	56,762 1.5850	58,732 1.6400	60,522 1.6900
10	51,748 1.4450	54,971 1.5350	58,911 1.6450	60,880 1.7000	62,671 1.7500
11	53,449 1.4925	56,852 1.5875	61,059 1.7050	63,029 1.7600	64,820 1.8100
12	55,150 1.5400	58,732 1.6400	63,208 1.7650	65,178 1.8200	66,968 1.8700
13	56,852 1.5875	60,612 1.6925	65,357 1.8250	67,327 1.8800	69,117 1.9300
27	58,642 1.6375	62,581 1.7475	67,595 1.8875	69,654 1.9450	71,624 2.0000

WASHINGTON COUNTY JVS SALARY SCHEDULE
2017-2018 Teachers Salary Schedule effective 7/1/2017

YRS. EXP.	C VOC. LICENSE/ BACHELOR	B ASSOC DEGREE/ BA - 150 SEM. HRS.	A MASTER'S	AA MASTER'S - 15 SEM. HRS	AAA MASTER'S + 30 SEM. HRS.
	0	36,366 1.0000	38,361 1.0400	40,390 1.0950	42,419 1.1500
1	38,361 1.0400	40,021 1.0850	42,254 1.1450	44,263 1.2000	46,106 1.2500
2	39,837 1.0800	41,601 1.1300	44,079 1.1950	46,103 1.2500	47,952 1.3000
3	41,405 1.1225	43,433 1.1775	45,923 1.2450	47,952 1.3000	49,796 1.3500
4	42,972 1.1650	45,185 1.2250	47,767 1.2950	49,796 1.3500	51,640 1.4000
5	44,540 1.2075	46,937 1.2725	49,612 1.3450	51,640 1.4000	53,485 1.4500
6	46,292 1.2550	48,874 1.3250	51,825 1.4050	53,854 1.4600	55,698 1.5100
7	48,044 1.3025	50,810 1.3775	54,038 1.4650	56,067 1.5200	57,911 1.5700
8	49,796 1.3500	52,747 1.4300	56,251 1.5250	58,280 1.5800	60,124 1.6300
9	51,548 1.3975	54,683 1.4825	58,464 1.5850	60,493 1.6400	62,337 1.6900
10	53,300 1.4450	56,620 1.5350	60,677 1.6450	62,706 1.7000	64,551 1.7500
11	55,052 1.4925	58,557 1.5875	62,891 1.7050	64,919 1.7600	66,764 1.8100
12	56,804 1.5400	60,493 1.6400	65,104 1.7650	67,133 1.8200	68,977 1.8700
13	58,557 1.5875	62,430 1.6925	67,317 1.8250	69,346 1.8800	71,190 1.9300
27	60,401 1.6375	64,458 1.7475	69,622 1.8875	71,743 1.9450	73,772 2.0000

WASHINGTON COUNTY JVS SALARY SCHEDULE
2016-2019 Teachers Salary Schedule effective 7/1/2018

YRS. EXP.	C VOC. LICENSE/ BACHELOR	B ASSOC. DEGREE/ BA - 150 SEM. HRS.	A MASTER 5	AA MASTER'S + 15 SEM. HRS	AAA MASTER'S + 30 SEM. HRS.
	0	37,995 1.0000	39,513 1.0400	41,602 1.0950	43,692 1.1500
1	39,513 1.0400	41,222 1.0850	43,502 1.1450	45,592 1.2000	47,491 1.2500
2	41,032 1.0800	42,932 1.1300	45,402 1.1950	47,491 1.2500	49,391 1.3000
3	42,647 1.1225	44,737 1.1775	47,301 1.2450	49,391 1.3000	51,291 1.3500
4	44,262 1.1650	46,541 1.2250	49,201 1.2950	51,291 1.3500	53,190 1.4000
5	45,877 1.2075	48,346 1.2725	51,101 1.3450	53,190 1.4000	55,090 1.4500
6	47,681 1.2550	50,141 1.3250	53,000 1.4050	55,070 1.4600	57,069 1.5100
7	49,486 1.3025	52,035 1.3775	55,000 1.4650	57,049 1.5200	59,049 1.5700
8	51,291 1.3500	54,030 1.4300	57,039 1.5250	60,029 1.5800	61,929 1.6300
9	53,095 1.3975	56,025 1.4825	60,219 1.5850	62,309 1.6400	64,208 1.6900
10	54,900 1.4450	58,019 1.5350	62,498 1.6450	64,588 1.7000	66,488 1.7500
11	56,705 1.4925	60,014 1.5875	64,778 1.7050	66,868 1.7600	68,767 1.8100
12	58,509 1.5400	62,009 1.6400	67,058 1.7650	69,147 1.8200	71,047 1.8700
13	60,314 1.5875	64,003 1.6925	69,337 1.8250	71,427 1.8800	73,326 1.9300
27	62,214 1.6375	66,093 1.7475	71,712 1.8875	73,896 1.9450	75,806 2.0000

APPENDIX A

WASHINGTON COUNTY CAREER CENTER : Plan 1

Summary of Benefits and Coverage: What This Plan Covers & What it Costs

Coverage Period: 07/01/2016 - 06/30/2017

Coverage for: Single or Family | Plan Type: PPO

 **This is only a summary.** If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at MedMutual.com/SBC or by calling 800.525.5957.

Important Questions	Answers	Why This Matters:
What is the overall <u>deductible</u> ?	\$2,600/single, \$5,200/family Network \$5,000/single, \$10,000/family Non-Network Doesn't apply to coinsurance and network preventive care	You must pay all the costs up to the <u>deductible</u> amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the <u>deductible</u> starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the <u>deductible</u> .
Are there other <u>deductibles</u> for specific services?	No	You don't have to meet <u>deductibles</u> for specific services, but see the chart starting on page 2 for other costs for services this plan covers.
Is there an <u>out-of-pocket limit</u> on my expenses?	Yes, \$2,600/single, \$5,200/family Network \$10,000/single, \$20,000/family Non-Network	The <u>out-of-pocket limit</u> is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is <u>not included</u> in the <u>out-of-pocket limit</u> ?	Premiums, balance-billed charges and health care this plan doesn't cover	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Is there an overall <u>annual limit</u> on what the insurer pays?	No	The chart starting on page 2 describes any limits on what the plan will pay for <u>specific</u> covered services, such as office visits.
Does this plan use a <u>network of providers</u> ?	Yes. See MedMutual.com/SBC or call 800.525.5957 for a list of participating providers.	If you use an in-network doctor or other health care <u>provider</u> , this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network <u>provider</u> for some services. Plans use the term in-network, <u>preferred</u> , or participating for <u>providers</u> in their <u>network</u> . See the chart starting on page 2 for how this plan pays different kinds of <u>providers</u> .
Do I need a referral to see a <u>specialist</u> ?	No	You can see the <u>specialist</u> you choose without permission from this plan.
Are there services this plan doesn't cover?	Yes.	Some of the services this plan doesn't cover are listed on page 5. See your policy or plan document for additional information about <u>excluded services</u> .

WASHINGTON COUNTY CAREER CENTER : Plan 1

Coverage Period: 01/01/2016 - 06/30/2017

Summary of Benefits and Coverage: What This Plan Covers & What it Costs

Coverage for: Single or Family | Plan Type: PPO



- **Copayments** are fixed dollar amounts (for example, \$15) you pay for covered health care, usually when you receive the service.
- **Coinsurance** is your share of the costs of a covered service, calculated as a percent of the **allowed amount** for the service. For example, if the plan's **allowed amount** for an overnight hospital stay is \$1,000, your **coinsurance** payment of 20% would be \$200. This may change if you haven't met your **deductible**.
- The amount the plan pays for covered services is based on the **allowed amount**. If an out-of-network **provider** charges more than the **allowed amount**, you may have to pay the difference. For example, if an out-of-network hospital charges \$1,500 for an overnight stay and the **allowed amount** is \$1,000, you may have to pay the \$500 difference. (This is called **balance billing**.)
- This plan may encourage you to use Network **providers** by charging you lower **deductibles, copayments** and **coinsurance** amounts.

Common Medical Event	Services You May Need	Your Cost if You Use a Network Provider	Your Cost if You Use a Non-Network Provider	Limitations and Exceptions
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	No charge after deductible	30% coinsurance	—none—
	Specialist visit	No charge after deductible	30% coinsurance	—none—
	Other practitioner office visit (Chiropractic)	No charge after deductible	30% coinsurance	(12 visits per benefit period)
	Other practitioner office visit (Acupuncture)		Not Covered	Excluded Service
	Preventive care/ screening/ immunization	No charge	30% coinsurance	—none—
If you have a test	Diagnostic test (x-ray)	No charge after deductible	30% coinsurance	—none—
	Diagnostic test (blood work)	No charge after deductible	30% coinsurance	—none—
	Imaging (CT/PET scans, MRIs)	No charge after deductible	30% coinsurance	—none—
If you need drugs to treat your illness or condition	Major Medical Drug Coverage (Rx)	No charge after deductible	Does Not Apply	Covers up to a 90-day supply
More information about prescription drug coverage is available at MedMutual.com/SBC				
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	No charge after deductible	30% coinsurance	—none—
	Physician/surgeon fees (Outpatient)	No charge after deductible	30% coinsurance	—none—

WASHINGTON COUNTY CAREER CENTER : Plan 1

Coverage Period: 07/01/2016 - 06/30/2019

Summary of Benefits and Coverage: What This Plan Covers & What it Costs

Coverage for: Single or Family | Plan Type: PPO

Common Medical Event	Services You May Need	Your Cost if You Use a Network Provider	Your Cost if You Use a Non-Network Provider	Limitations and Exceptions
If you need immediate medical attention	Emergency room services	No charge after deductible		—none—
	Emergency medical transportation	No charge after deductible	30% coinsurance	—none—
	Urgent care	No charge after deductible	30% coinsurance	—none—
If you have a hospital stay	Facility fee (e.g. hospital room)	No charge after deductible	30% coinsurance	—none—
	Physician/ surgeon fee (inpatient)	No charge after deductible	30% coinsurance	—none—
	Mental/Behavioral health outpatient services	Benefits paid based on corresponding medical benefits		—none—
	Mental/Behavioral health inpatient services	Benefits paid based on corresponding medical benefits		—none—
	Substance use disorder outpatient services (alcoholism)	Benefits paid based on corresponding medical benefits		—none—
If you have mental health, behavioral health, or substance abuse needs	Substance use disorder outpatient services (drug use)	Benefits paid based on corresponding medical benefits		—none—
	Substance use disorder inpatient services (alcoholism)	Benefits paid based on corresponding medical benefits		—none—
	Substance use disorder inpatient services (drug use)	Benefits paid based on corresponding medical benefits		—none—
	Prenatal and postnatal care	No charge after deductible	30% coinsurance	—none—
If you are pregnant	Delivery and all inpatient services	No charge after deductible	30% coinsurance	—none—
	Home health care	No charge after deductible	30% coinsurance	(90 visits per benefit period)
If you need help recovering or have other special health needs	Rehabilitation services (Physical Therapy)	No charge after deductible	30% coinsurance	(20 visits per benefit period)
	Habilitation services (Occupational Therapy)	No charge after deductible	30% coinsurance	(20 visits per benefit period)
	Habilitation services (Speech Therapy)	No charge after deductible	30% coinsurance	(20 visits per benefit period)
	Skilled nursing care	No charge after deductible	30% coinsurance	(90 days per benefit period)
	Durable medical equipment	No charge after deductible	30% coinsurance	—none—
	Hospice service	No charge after deductible	30% coinsurance	—none—

WASHINGTON COUNTY CAREER CENTER : Plan 1

Coverage Period: 07/01/2016 - 06/30/2019

Summary of Benefits and Coverage: What This Plan Covers & What it Costs

Coverage for: Single or Family | Plan Type: PPO

Common Medical Event	Services You May Need	Your Cost if You Use a Network Provider	Your Cost if You Use a Non-Network Provider	Limitations and Exceptions
If your child needs dental or eye care	Eye exam (Child)	No charge	30% coinsurance	—none—
	Glasses		Not Covered	Excluded Service
	Dental check-up (Child)		Not Covered	Excluded Service

WASHINGTON COUNTY CAREER CENTER : Plan 3

Summary of Benefits and Coverage: What This Plan Covers & What it Costs

Coverage Period: 07/01/2016 - 06/30/2017

Coverage for: Single or Family | Plan Type: PPO



This is only a summary. If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at MedMutual.com/SBC or by calling 800.525.5957

Important Questions	Answers	Why This Matters:
What is the overall deductible ?	\$500/single, \$1,000/family Network \$1,000/single, \$2,000/family Non-Network Doesn't apply to coinsurance, copays and network preventive care	You must pay all the costs up to the deductible amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the deductible starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the deductible .
Are there other deductibles for specific services?	No	You don't have to meet deductibles for specific services, but see the chart starting on page 2 for other costs for services this plan covers.
Is there an out-of-pocket limit on my expenses?	Yes. Coinurance Limit: \$1,000/single, \$2,000/family Network \$2,000/single, \$4,000/family Non-Network Out-of-pocket Limit: \$6,600/single, \$13,200/family Network Unlimited/single, Unlimited/family Non-Network	The out-of-pocket limit is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses. The coinsurance limit is included in the out-of-pocket limit .
What is not included in the out-of-pocket limit ?	Premiums, balance-billed charges and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit .
Is there an overall annual limit on what the insurer pays?	No	The chart starting on page 2 describes any limits on what the plan will pay for specific covered services, such as office visits.
Does this plan use a network of providers ?	Yes. See MedMutual.com/SBC or call 800.525.5957 for a list of participating providers.	If you use an in-network doctor or other health care provider , this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network provider for some services. Plans use the term in-network, preferred , or participating for providers in their network . See the chart starting on page 2 for how this plan pays different kinds of providers .

WASHINGTON COUNTY CAREER CENTER : Plan 3

Summary of Benefits and Coverage: What This Plan Covers & What it Costs

Coverage Period: 07/01/2016 - 06/30/2017

Coverage for: Single or Family | Plan Type: PPO

Do I need a referral to see a specialist ?	No	You can see the specialist you choose without permission from this plan.
Are there services this plan doesn't cover?	Yes	Some of the services this plan doesn't cover are listed on page 6. See your policy or plan document for additional information about excluded services .



- **Copayments** are fixed dollar amounts (for example, \$15) you pay for covered health care, usually when you receive the service.
- **Coinurance** is your share of the costs of a covered service, calculated as a percent of the **allowed amount** for the service. For example, if the plan's **allowed amount** for an overnight hospital stay is \$1,000, your **coinsurance** payment of 20% would be \$200. This may change if you haven't met your **deductible**.
- The amount the plan pays for covered services is based on the **allowed amount**. If an out-of-network **provider** charges more than the **allowed amount**, you may have to pay the difference. For example, if an out-of-network hospital charges \$1,500 for an overnight stay and the **allowed amount** is \$1,000, you may have to pay the \$500 difference. (This is called **balance billing**.)
- This plan may encourage you to use Network **providers** by charging you lower **deductibles, copayments** and **coinsurance** amounts.

Common Medical Event	Services You May Need	Your Cost if You Use a Network Provider	Your Cost if You Use a Non-Network Provider	Limitations and Exceptions
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$15 copay/visit	30% coinsurance	—none—
	Specialist visit	\$15 copay/visit	30% coinsurance	—none—
	Other practitioner office visit (Chiropractic)	\$15 copay/visit	30% coinsurance	(12 visits per benefit period)
	Other practitioner office visit (Acupuncture)		Not Covered	Excluded Service
	Preventive care/ screening/ immunization	No charge	30% coinsurance	—none—
If you have a test	Diagnostic test (x-ray)	10% coinsurance	30% coinsurance	—none—
	Diagnostic test (blood work)	10% coinsurance	30% coinsurance	—none—
	Imaging (CT/PET scans, MRIs)	10% coinsurance	30% coinsurance	—none—

WASHINGTON COUNTY CAREER CENTER : Plan 3

Contract: 2016-2019 07/25/2016-09/30/2017

Summary of Benefits and Coverage: What This Plan Covers & What it Costs

Coverage for: Single or Family | Plan Type: PPO

Common Medical Event	Services You May Need	Your Cost if You Use a Network Provider	Your Cost if You Use a Non-Network Provider	Limitations and Exceptions
If you need drugs to treat your illness or condition	Generic copay - retail /Rx	\$10	Does Not Apply	Covers up to a 30-day supply
	Generic copay - home delivery /Rx	\$20	Does Not Apply	Covers up to a 90-day supply
	Preferred Brand copay - retail /Rx	\$25	Does Not Apply	Covers up to a 30-day supply
	Preferred Brand copay - home delivery /Rx	\$50	Does Not Apply	Covers up to a 90-day supply
	Non-Preferred Brand copay - retail /Rx	\$40	Does Not Apply	Covers up to a 30-day supply
	Non-Preferred Brand copay - home delivery /Rx	\$80	Does Not Apply	Covers up to a 90-day supply
If you have outpatient surgery	Facility fee (e.g. ambulatory surgery center)	10% coinsurance	30% coinsurance	—none—
	Physician/surgeon fees (Outpatient)	10% coinsurance	30% coinsurance	—none—
If you need immediate medical attention	Emergency room services		\$150 copay/visit	—none—
	Emergency medical transportation		10% coinsurance	—none—
	Urgent care	\$15 copay/visit	30% coinsurance	—none—
If you have a hospital stay	Facility fee (e.g. hospital room)	10% coinsurance	30% coinsurance	—none—
	Physician/ surgeon fee (inpatient)	10% coinsurance	30% coinsurance	—none—

WASHINGTON COUNTY CAREER CENTER : Plan 3

Contract: 2016-2019 07/25/2016-09/30/2017

Summary of Benefits and Coverage: What This Plan Covers & What it Costs

Coverage for: Single or Family | Plan Type: PPO

Common Medical Event	Services You May Need	Your Cost if You Use a Network Provider	Your Cost if You Use a Non-Network Provider	Limitations and Exceptions
If you have mental health, behavioral health, or substance abuse needs	Mental/Behavioral health outpatient services	Benefits paid based on corresponding medical benefits		—none—
	Mental/Behavioral health inpatient services	Benefits paid based on corresponding medical benefits		—none—
	Substance use disorder outpatient services (alcoholism)	Benefits paid based on corresponding medical benefits		—none—
	Substance use disorder outpatient services (drug use)	Benefits paid based on corresponding medical benefits		—none—
	Substance use disorder inpatient services (alcoholism)	Benefits paid based on corresponding medical benefits		—none—
	Substance use disorder inpatient services (drug use)	Benefits paid based on corresponding medical benefits		—none—
If you are pregnant	Prenatal and postnatal care	10% coinsurance	30% coinsurance	(Prenatal Visits are covered at no charge with in-network providers)
	Delivery and all inpatient services	10% coinsurance	30% coinsurance	—none—
If you need help recovering or have other special health needs	Home health care	10% coinsurance	30% coinsurance	(80 visits per benefit period)
	Rehabilitation services (Physical Therapy)	\$15 copay/visit at Physician; 10% coinsurance at Facility after deductible	30% coinsurance	(20 visits per benefit period)
	Habilitation services (Occupational Therapy)	\$15 copay/visit at Physician; 10% coinsurance at Facility after deductible	30% coinsurance	(20 visits per benefit period)
	Habilitation services (Speech Therapy)	\$15 copay/visit at Physician; 10% coinsurance at Facility after deductible	30% coinsurance	(20 visits per benefit period)
	Skilled nursing care	10% coinsurance	30% coinsurance	(80 days per benefit period)
	Durable medical equipment	10% coinsurance	30% coinsurance	—none—
	Hospice service		10% coinsurance	—none—

WASHINGTON COUNTY CAREER CENTER : Plan 3

Contract Period: 07/01/2016 - 06/30/2017

Summary of Benefits and Coverage: What This Plan Covers & What it Costs

Coverage for: Single or Family | Plan Type: PPO

Common Medical Event	Services You May Need	Your Cost if You Use a Network Provider	Your Cost if You Use a Non-Network Provider	Limitations and Exclusions
If your child needs dental or eye care	Eye exam (Child)	No charge	30% coinsurance	—none—
	Glasses		Not Covered	Excluded Service
	Dental check-up (Child)		Not Covered	Excluded Service

WASHINGTON COUNTY CAREER CENTER : Plan 3

Coverage Period: 07/01/2016 - 06/30/2017

Summary of Benefits and Coverage: What This Plan Covers & What it Costs

Coverage for: Single or Family | Plan Type: PPO

Excluded Services & Other Covered Services:

<p>Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other <u>excluded services</u>.)</p> <ul style="list-style-type: none"> • Acupuncture • Bariatric Surgery • Cosmetic Surgery • Dental check-up (Child) • Dental Care (Adult) • Glasses • Hearing Aids • Infertility Treatment • Long-Term Care • Non-emergency care when traveling outside the U.S. • Routine Foot Care • Weight Loss Programs 		
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<p>Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)</p> <ul style="list-style-type: none"> • Chiropractic Care • Private-Duty Nursing • Routine Eye Care (Adult) 		
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APPENDIX B

Grievance No. _____

GRIEVANCE REPORT FORM

Distribution of Form

- 1. Supervisor
- 2. Superintendent
- 3. Association
- 4. Teacher

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Name(s) of Grievant(s)

Date Filed

LEVEL I, FORMAL

A. Date Cause of Grievance Occurred: _____

B. 1. Statement of Grievance: _____

2. Relief Sought: _____

Signature

Date

C. Disposition by Supervisor: _____

Supervisor

Date

LEVEL II

A. Position of Grievant and/or Association: _____

Signature

Date

B. Date received by Superintendent or Designee _____

C. Disposition by Superintendent or Designee: _____

Superintendent

Date

LEVEL III

A. Position of Association: _____

Signature

Date

B. Date Submitted to Arbitration _____

C. Disposition and Award of Arbitrator: _____

Arbitrator

Date

APPENDIX C

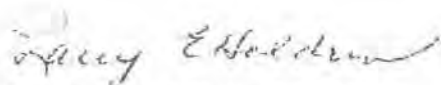


Whereas the Washington County Board of Education (BOE) and the Washington County Career Center Teachers Association (WCCCTA) agree to the following structure for the making up of calamity days during the 2016-2017 school year:

1. The first group of **three (3)** calamity days will be forgiven. (Calamity days one, two, and three.)
2. The second group of **three (3)** calamity days will be **Blizzard Bag Days**. (Calamity days four, five, and six.) The teacher does not report and no leave expended.
3. The third group of **three (3)** calamity days will be **Teacher Work Days**. (Calamity days seven, eight, and nine) as defined below:
 - A teacher will report to school on the calamity day using a two-hour delay schedule. If the teacher will be delayed further than the two-hours they are to notify their supervisor of expected time of arrival. Missed days will expend personal leave.
 - On a level three snow emergency, teachers are not required to report.
4. *Two hour delays will be subtracted first from time beyond day nine up to the required minimum student hours, then from day nine, eight, and seven if still unused. Time missed in excess of minimum required student hours, will need to be made up. The make-up day order will be April 10, 11, 12, and 13. All other time will be added to the end of the school calendar.*

If the parameters of this structure for making up calamity days are not working, either party may request to have this agreement amended.

This agreement is only for the 2016-2017 school year. The BOE and the WCCCTA agree to review this structure for making up calamity days before the 2017-2018 School Year.



For the Board, Date 5/23/16



For the Union, Date 5/23/16