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MASTER AGREEMENT

COLUMBIANA COUNTY CAREER AND TECHNICAL CENTER

EDUCATION ASSOCIATION

September 1, 2017 - August 31, 2020

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ARTICLE I

RECOGNITION AND NEGOTIATIONS PROCEDURE

1.01 Recognition

- A. This agreement is hereby entered into by and between the Board of Education of the Columbiana County Vocational School District, hereinafter referred to as the "Employer" or "Board," and the Columbiana County Career and Technical Center Education Association, hereinafter referred to as the "Association." The Employer recognizes the Association as the sole and exclusive bargaining agent with respect to wages, hours, and other terms and conditions of employment for all full-time and regular part-time certified teaching employees teaching high school students. Other members of this bargaining unit include the school nurse, the media specialists, and the special education coordinator.
- B. Positions excluded from the bargaining unit include the Superintendent, Assistant Superintendent, Director, Principal, Assistant Principal, Supervisors or any other certificated/licensed administrative/supervisory position defined as having the authority to hire, assign or discipline employees of the Board. Other positions excluded include all teaching employees employed in the Adult Education Division, Guidance Counselor, Placement Officer, substitute teachers, home instruction tutors and all classified employees.
- C. The recognition granted herein shall be for a term as provided by law.

1.02 Nondiscrimination Clause

The Employer and the Association agree not to discriminate against the employee(s) on the basis of race, color, creed, national origin, age, sex or handicap.

1.03 Negotiations Procedure and Scope of Negotiations

- A. This recognition constitutes an agreement between the Board and the Association to bargain collectively on matters related to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of any existing provision of this collective bargaining agreement.
- B. Negotiations may be initiated by either party upon proper notice no later than April 30 immediately prior to the expiration of this agreement. The request for a meeting shall be made in writing, with the time and place for said meeting to be mutually agreed upon, and held within ten (10) days of the request. The parties may mutually agree to defer meetings to a later date.

- C. Good faith requires that the Board and Association be willing to react to each other's proposals. If a proposal is unacceptable, the other side is obligated to give reasons why. Nothing in this agreement shall compel either party to agree to a proposal or to make a concession. Confidentiality of negotiations proposals and proceedings shall be maintained by both the Board and Association. Prior to declaration of impasse, no news release shall be submitted to the media without the written consent of both parties. Summary reports on negotiations may be made to the Board and the Association by their respective negotiators.
- D. The ground rules for negotiations will be determined at the first meeting of the negotiating teams. Such ground rules will address times and places for meetings, caucus provisions, news media involvement, progress reports to the Board and the Association, and protocol.
- E. The meetings shall be no longer than two (2) hours in length, but the period may be extended with the mutual consent of both parties. The time, place, and date of the next meeting shall be agreed upon prior to adjournment.
- F. Negotiations shall be completed within sixty (60) calendar days, but the period may be extended with the mutual consent of both parties.
- G. All negotiations shall be conducted by designated negotiating teams, each of which shall not exceed six (6) members. The Board's negotiating team shall be designated by the Board, and the Association's negotiating team shall be designated by the Association. Neither negotiating team shall be authorized to admit more than three (3) observers recognized by the team spokesperson.
- H. Each party may call upon professional or lay consultants to assist in negotiations. The expenses of such consultants shall be borne by the party requesting them.
- I. The Board and Association agree to furnish each other, upon timely request, available public information pertaining to issues under discussion at no cost to the requesting group.
- J. No tape recorders or other mechanical devices shall be used to record any negotiations sessions.
- K. As negotiated items are agreed upon, they shall be reduced to writing and initialed at the time of agreement. Such initials indicate tentative agreement of the negotiators, and are subject to final ratification of the entire agreement by the Board and Association.
- L. When final agreement is reached through negotiations, the outcome shall be reduced to writing and printed by the Board of Education. Both parties shall review the agreement to determine the accuracy of the document. If in proper form, the agreement will be submitted to the full membership of the Association

within ten (10) working days for ratification, and to the Board for ratification and adoption within ten (10) working days after Association ratification. Said agreement shall then be signed by the Board's and Association's representatives following ratification.

1.04 Dispute Resolution Procedure

- A. In the event that agreement has not been reached by the forty-fifth (45th) day of the negotiations period, either party may call for the services of a mediator to assist in negotiations by making a written request to the Federal Mediation and Conciliation Service (FMCS) with a copy to the other party.
- B. The parties agree that the use of mediation, as set forth above, constitutes the parties' mutually agreed upon dispute resolution procedure and shall take precedence over any inconsistency with or alternative procedure set forth in O.R.C. 4117.14.

1.05 Management Rights

Board rights, powers, duties, discretions, authority, and prerogatives are retained by, and shall remain exclusively vested in the Board, except as limited by this agreement. The Board, in the exercise of these rights, powers, authorities, duties, and responsibilities, shall be consistent with United States and the State of Ohio Constitutions and Ohio Revised Code Chapter 4117.08c. The Board shall have the right to make and enforce rules and regulations not inconsistent with the provision of this agreement.

1.06 Association Rights

- A. The Association shall have the rights listed below. All other teacher organizations shall be excluded from these rights for the duration of the recognition period.
- B. The Employer shall allow the Association to use designated space on one (1) bulletin board which will be located in the employee lounge. The Association shall be responsible for the care and maintenance of the bulletin board space. The Employer shall have the right to remove any material not in conformance with paragraph "D" below.
- C. The Association may use certificated/licensed employee mailboxes for distribution of notices to all employees covered by this agreement.
- D. No notices, memorandums, posters, or other forms of communication will be posted on the bulletin boards that contain any defamatory, political (except union election notices), controversial materials, or any material critical of the Employer or any employee of the Employer.

- E. The Association may address new employees to explain the role and purpose of the Association. If said meeting is to be a group meeting during school hours on any contract day, the Association President shall schedule the meeting with the Superintendent or his designee at least five (5) days in advance of the meeting.
- F. The President of the Association shall receive an agenda and complete minutes of any regular or special Board of Education meeting at the same time they are distributed to Board members.
- G. The Association will be permitted to announce membership meetings and make other pertinent announcements at faculty meetings, providing the Association President has requested placement on the agenda in advance of the meeting.
- H. The Association shall be permitted to express its views prior to any change in the school calendar necessitated by using more than the state-approved calamity days.
- I. The Association may use school equipment, with prior notice to the Building Director, providing the District is reimbursed for any consumable supplies used by the Association. An Association representative may be trained to operate the photocopier, and the Association may be required to pay for its use, but not more than charged other users.
- J. The Association may use the school building for meetings provided the meetings are not held within the identified school day, and providing the Board adopted procedure for use of the school is adhered to for all after-hour meetings.
- K. Duly authorized representatives of the Association and its affiliates may, upon notification to the Employer, transact Association business on school property at any time before, after, or during the regular school day, provided that no such business shall be transacted during any class time, nor in any way interferes with scheduled student/teacher, parent/teacher or administrator/teacher conferences or other school function or activity. Association representatives must report to the building office, when open, and sign in before transacting such business.

1.07 No Strike

- A. The Association hereby agrees that it will not call or encourage a strike or partial strike, nor will any employee strike or partially strike for the duration of this agreement. For the purposes of this article, a strike means a concerted action in failing to report to duty, willful absence from one's position, stoppage of work, slowdown, or abstinence, in whole, from the full, faithful, and proper performance of the duties of employment for wages, hours, terms and other conditions of employment. Stoppage of work by employees (in good faith) because of dangerous or unhealthful working conditions, at the place of employment shall not be deemed a strike.

- B. The Employer agrees that it shall not lock out any employee for the duration of this agreement.

1.08 Contrary to Law Provision

If any provision of this agreement, or the application of any provision, shall be rendered or declared invalid, unlawful, or not enforceable by court action or by reasons of any subsequently enacted legislation, then such provision shall not be applicable, performed, or enforced; but all remaining parts of this agreement shall remain in full force and effect for the term of this agreement. If changes to the agreement are necessary to comply with the law, the parties agree to meet within sixty (60) days to negotiate the matter.

ARTICLE II

GRIEVANCE PROCEDURE

2.01 Definitions

- A. "Administration" shall mean the Superintendent, Assistant Superintendent, Treasurer, Directors, Principals, Assistant Principals, Supervisors and Guidance Counselors.
- B. During the adopted school year, "days" shall mean school days. During the summer vacation, such "days" shall mean days the office is scheduled to be open for business excluding legal holidays. The time limits set forth in this policy may be extended by mutual agreement of the Board and the Association.
- C. "Grievance" shall mean a complaint involving the alleged violation, misrepresentation or misapplication of the written provisions of this negotiated agreement between the Association and the Board.
- D. "Grievant" shall mean a teacher, group of teachers, or the Association, initiating a claim as defined in paragraph "c" above. All affected employees will be duly informed by the Association and identified on the grievance form.
- E. "Immediate Supervisor", for grievance purposes, shall mean Director.
- F. "Teacher" shall mean a member of the bargaining unit.

2.02 General Provisions

- A. The primary purpose of this procedure is to secure an equitable solution to a grievance, at the lowest administrative level, in an expeditious manner.
- B. Nothing contained in this procedure shall be construed as limiting the individual right of a teacher, having a complaint or problem, to discuss the matter informally with members of the administration through normal channels of communication.
- C. Copies of all written decisions of grievances shall be sent to all parties involved: the Association President, the aggrieved, the Treasurer, the Superintendent, and the appropriate administrator.
- D. If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance shall be deemed settled on the basis of the disposition at that step and further appeal shall be barred.
- E. Failure, at any step of these procedures, to communicate the decision on a

grievance, within the specified time limits, shall automatically entitle the grievant to move to the next level.

- F. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all individuals providing testimony to attend.
- G. The failure of the members, or the Association to challenge any action, or inaction, of the District within fifteen (15) working days from the date the action, or inaction, is known or should have been known, shall make such action or inaction incontestable.
- H. An employee or the Association must exhaust all steps of the grievance procedure before filing any legal action in the state or federal courts alleging a violation of this agreement or their rights.
- I. Throughout the grievance procedure, the grievant will receive fair and prompt treatment without fear of reprisal; shall not be denied his legal rights under the law; and shall not be denied the right to Association representation or legal advice or counsel at any or all levels.
- J. No grievance settlement may be inconsistent with the terms of this agreement.

2.03 Informal Level

An employee, group of employees, or CCCTCEA representative who feel there is a grievance shall first meet informally with the Director in an effort to resolve the problem. At this informal meeting, the employee, group of employees, or CCCTCEA representative must indicate that the meeting is to be considered activation of the informal level of the grievance procedure.

2.04 Formal Level: Step 1

- A. If the grievance is not resolved at the informal level, the grievant may within ten (10) days of the informal discussion submit a formal grievance, in writing, on the appropriate form, to the Director. See Appendix 1.
- B. Within five (5) days after receipt of the formal grievance, the Director shall meet with the grievant at a mutually agreed upon date, time and place. The employee and the Association shall be notified in writing of the time, place, and date of said meeting.
- C. The Director shall write a disposition of the grievance within five (5) days after

- D. the conclusion of the meeting. A copy of this disposition shall be forwarded to the grievant and Association.

2.05 Formal Level: Step 2

- A. If the grievant is not satisfied with the disposition of the grievance in Step 1, the grievant may submit the grievance in writing, on the appropriate form, to the Superintendent within five (5) days of receipt of the disposition at Step 1. See Appendix 2.
- B. Within five (5) days after receipt of the grievance form, the Superintendent shall meet with the grievant at a mutually agreed upon day, time and place.
- C. The Superintendent shall write a disposition of the grievance within five (5) days after the conclusion of the meeting. A copy of this disposition shall be forwarded to the grievant and Association.

2.06 Formal Level: Step 3

- A. If the grievant is not satisfied with the disposition made by the Superintendent, the grievant may submit the grievance in writing, on the appropriate form, to the Treasurer of the Board within five (5) days after receiving the written disposition of the Superintendent. See Appendix 3.
- B. The Board shall meet with the grievant to discuss the grievance at its next regular Board of Education meeting following receipt of the grievance by the Treasurer. This discussion shall be held in executive session unless otherwise required by law.
- C. Following the meeting with the grievant, the Board shall render a written decision at its next regular or special meeting. This disposition will be provided to the grievant and Association not more than seven (7) working days following that meeting.

2.07 Formal Level: Step 4

- A. If the grievant is not satisfied with the disposition of the grievance made by the Board, the grievant, through the Association, may request a hearing before an arbitrator within ten (10) working days after receipt of the disposition of the grievance in Step 3. The notification of the grievant's intent to move to arbitration shall be in letter form to the Superintendent.
- B. The arbitrator shall be selected mutually by petitioning the Federal Mediation and Conciliation Service to provide a list of seven (7) arbitrators in accordance with the rules of FMCS. Either party has the right to request a second list. The Board and Association shall alternately strike names from the list until one (1) name

remains. The first party to strike a name shall be decided by the toss of a coin.

- C. Once the arbitrator has been selected, he/she shall proceed with the arbitration on the grievance with the Procedures of the FMCS. The arbitrator shall have authority to consider only a single grievance involving a common question of interpretation or application unless mutually agreed otherwise by the parties.
- D. The arbitrator shall hold the necessary hearings and issue the decision within such time as may be agreed upon. The decision shall be in writing, and a copy shall be sent to all parties. The decision of the arbitrator shall be binding on the Board, the Association, and the grievant.
 - 1. If an issue of arbitrability is raised, the arbitrator shall first consider and determine whether the grievance is arbitrable before conducting a hearing on the merits of the case. The arbitrator's decision on the issue of arbitrability shall be rendered from the bench at the hearing unless otherwise mutually agreed by the parties.
 - a. If the arbitrator determines the issue is not arbitrable, he/she shall indicate such verbally to the parties and render a written decision within such time as may be agreed upon. A copy of the decision shall be sent to all parties. The decision of the arbitrator shall be binding on the Board, the Association, and the grievant. It is understood that the instant grievance cannot be refiled.
 - b. If the arbitrator determines that the issue is arbitrable, he/she will hear the merits of the case at the same hearing.
- E. The arbitrator shall not have the authority to add to, subtract from, disregard, modify, change, or alter any of the provisions of this negotiated agreement, nor add to, detract from, or modify the language therein in arriving at a determination of any issue. The arbitrator shall not make any decisions contrary to law.
- F. The costs for the arbitrator and the administrative fees of the FMCS, if any, shall be paid by the losing party.

ARTICLE III

SENIORITY, REDUCTION IN FORCE, RECALL

3.01 Seniority Provisions

- A. Seniority shall be defined as the length of continuous full-time service, as a teacher under a limited or continuing contract in the District. Seniority of teachers who resign and are subsequently re-employed shall begin at the date of re-employment.
- B. Every teacher's name will appear on a list in order of seniority according to his/her area of certification/licensure. (The notation of an asterisk * will be used to identify those teachers who have attained continuing contract status.) Teachers who are certified in more than one area shall have their names listed in each area for which they hold certification/licensure. Areas of certification/licensure shall be those areas in which the teacher is certified by the Ohio Department of Education, and for which a current certificate/license is on file in the Treasurer's office.
- C. If two (2) or more teachers have the same length of continuous service, or if conflicts over seniority develop, seniority will be determined in the following manner: first, by date of Board hiring as stated in the Board minutes book; secondly, by date of valid District employment application as date stamped in the Superintendent's office and signed by the employee; and thirdly, any remaining ties will be broken by lot. These procedures will apply to both limited and continuing contract seniority.
- D. The seniority list shall be prepared by the Superintendent no later than November 15 of each school year and posted on the Association bulletin board with a copy given to the Association President. PLEASE NOTE: It is the absolute responsibility of each union member to check the posted seniority list for errors or omissions and report such to the office of the Superintendent. Personnel records will be reviewed and, if applicable, corrections or additions will be made and the seniority list will be revised. The Board shall be held harmless for any errors or omissions not reported to the Superintendent by November 30 of each year this contract is in place.
- E. No later than November 15 of each school year, the Superintendent shall prepare a certification/licensure list which includes the expiration date of all certificates/licenses on file in the Treasurer's office. This certification/licensure list will be based upon information found in the permanent record file of each teacher employed at the time the document is created. A copy of this certification/licensure list shall be given to the Association President. PLEASE NOTE: Maintaining a "current" certificate/license is the sole responsibility of the employee. Instructors shall also be responsible for notifying the Superintendent's

office of any changes relative to their certification/licensure status...i.e. upgrading or adding eligible teaching areas.

- F. In the event of the expansion of the Career Technical Planning District (CTPD) and the subsequent absorption of vocational units of said district(s) to the Columbiana County Career and Technical Center, the Board of Education will be under no obligation to employ the teacher(s) of said district(s).
- G. Should the Board of Education choose to employ a teacher from said district, that teacher will be treated as a "new" hire and be subject to the same contract provisions as any other new employee.

3.02 Reduction in Force

- A. If the Board determines it necessary to reduce the number of employee positions under Section 3319.17 of the Ohio Revised Code, or for financial reasons, consolidation or abolishment of programs, or curtailment of activities, the reduction shall first be made through attrition resulting from resignations, retirement, and transfers. The Board may then suspend contracts to complete the reduction. If the Board determines that a Reduction in Force (RIF) is necessary, the Board shall notify the President of the Columbiana County Career and Technical Center Education Association prior to notifying the teacher(s).
- B. Nothing herein shall preclude the lawful nonrenewal or termination of a teacher's contract. Non-renewal, however, will not be used where reduction in force applies.
- C. Seniority may not be the sole basis for teacher retention or other employment decisions, except when deciding between teachers who have comparable evaluations, this refers to teachers within the categories of "Ineffective", "Developing," "Skilled," and "Accomplished." For the purpose of Section 3.02 of the agreement, the categories of "Skilled" and "Accomplished" will be considered comparable evaluations.
- D. A teacher affected by reduction in force may elect to displace a teacher who holds a lower position on a seniority list in another area of certification/licensure for which he/she holds the program/subject area certification/licensure required by the Ohio Department of Education, provided the criteria outlined in Section 3.02 C of the agreement is met. In addition, if required by course content, or outlined in the job description, the more senior teacher electing to displace a less senior teacher must currently hold any "specialized" certificate/license (or be able to obtain such "specialized" certification/licensure prior to the opening day of the school year or an alternative deadline established by the Board) which is needed or required to teach the program/subject area of the lower seniority teacher being displaced. Any such election must be made in writing to the Superintendent within ten (10) work days following the date the teacher is notified of the RIF.

3.03 Recall

- A. The names of teachers whose contracts are suspended in a reduction in force will be placed on a recall list, developed by the Treasurer, for twelve (12) months from September 1 to September 1 or until recalled, whichever occurs first. The list shall be available to the Association.
- B. No new teacher will be employed by the Board while there is a teacher on the recall list who currently holds the program/subject area certificate/license required by the Ohio Department of Education and, if required by course content or outlined in the job description, currently holds any “specialized” certificate/license (or is able to obtain such “specialized” certification/licensure prior to the opening day of the school year or an alternative deadline established by the Board) which is needed or required to teach the program/subject area.
- C. Teachers on the recall list will be recalled in order of seniority for vacancies in areas for which they meet all requirements as outlined above in Section 3.03 B.
- D. If a vacancy occurs, the Board will send to the last known address a certified, restricted delivery letter to all teachers on the recall list who are certified for the position as outlined above in Section 3.03 B. It is the teacher's responsibility to keep the Board informed of his/her current address. If the post office returns the letter as undeliverable to the Board office, the Board is considered to have met its obligation to notify the employee.
- E. All teachers are required to indicate in writing, to the Superintendent, their availability for the position. The response must be within seven (7) calendar days of receipt of the certified, restricted delivery letter. Any teacher who fails to respond within seven (7) calendar days, who declines to accept the position, or if the post office returns the letter as undeliverable to the Board office, will forfeit all recall rights.
- F. A teacher on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same accumulation of sick leave, seniority and salary schedule placement as he/she enjoyed at the time of layoff. If a teacher on the recall list accepts full-time employment with another school district in a position requiring a certificate/license, the teacher shall so notify the Superintendent in writing immediately and will be removed from the recall list.
- G. In the event that a laid-off teacher is to be offered a substitute contract, the contract will not be offered to the teacher prior to September 1 following the layoff.

- H. A teacher who has had his/her contract suspended due to layoff has the option to pay for Board-approved insurance while on lay-off as per COBRA guidelines according to current federal and state law. The employee shall forward, to the District insurance representative, a check in the amount of the premiums one (1) month prior to the payment date. Employees who fail to meet the payment schedule will be terminated from the Board-approved insurance plans.

**ARTICLE IV
VACANCIES AND TRANSFERS**

4.01 New and Vacant Positions

- A. All hiring of certificated/licensed employees for the District shall be by the Board upon the recommendation of the Superintendent. An attempt will be made to hire the most qualified individuals available.
- B. A new and/or vacant position exists when the Board determines it is necessary to create a new position and/or elects to fill a vacant position. The filling of such position will be consistent with Article III, Section 3.03 (Recall) of this agreement.
- C. Newly created certificated/licensed positions which fall under the terms of this agreement, or vacancies in existing positions which fall under the terms of this agreement, shall be posted for seven (7) school days prior to filling the position. Said postings shall be in the form of "Notices of Vacancy" and shall be posted on the bulletin board in the faculty lounge. During the summer months, the Association President shall receive a copy of the notice on or before the date of posting.
- D. Notices of Vacancies will set forth the department, grade level, building, subject(s) to be taught, certification/licensure required, job descriptions, qualifications, conditions of employment, and procedure for making application for the new or vacant position.
- E. Notices of Vacancies which occur in the summer months (end of school through start of next school year), shall be emailed to all members of the bargaining unit who have email service and direct mailed to all others.
- F. In the event a vacancy occurs during the summer recess, said position may be filled ten (10) days from the date of posting, excluding Saturdays, Sundays and legal holidays. In the event a position becomes vacant less than twenty (20) days prior to the first day of school, the posting period shall be five (5) days. The purpose of this provision is to provide members of the Association the opportunity to apply for vacancies.
- G. Candidates from within the District, who meet the certification/licensure requirements and express an interest in a new or vacant position, will be interviewed by the administration and then considered on an equal basis with other applicants.
- H. Unit members shall not be transferred involuntarily to a new or vacant position, nor will there be any involuntary transfers from one building to another.

4.02 Hiring of Retired Personnel

A teacher retired under State Teachers Retirement System (STRS) service retirement may be re-employed only under the following conditions:

- A. The re-employed teacher will start with salary schedule placement for his/her highest level of certification/licensure for all years of experience under the State Teachers' Retirement System to a maximum of 5 years; thereafter such teacher shall receive salary in accordance with movement for years and certification/licensure of the salary schedule. A retired teacher may be hired to fill a new or vacant position.

The re-employed teacher will begin with zero years of seniority.

A teacher who wishes to retire and return to the position he/she currently holds must discuss his/her plans with the Superintendent. If the Superintendent agrees, a written contract for the ensuing school year, in compliance with these provisions, shall be signed by the teacher and approved by official action of the Board.

- B. Retirees hired under this provision shall receive a non-renewable one-year contract. The contract shall automatically expire at the end of its started term without notice of non-renewal.
- C. Subject to these provisions, re-employed teachers are part of the bargaining unit. In the event of a reduction in force, the retired/re-employed teacher has no bumping rights and no seniority.
- D. Re-employed teachers are eligible for sick leave as provided under a one-year contract.
- E. Re-employed teachers are not eligible to participate in any retirement incentive program nor are they eligible for severance pay.

4.03 Switching of Assignments

Whenever two or more teachers wish to change assignments, such change may be accomplished by the teachers involved presenting a written request to the Superintendent. The Superintendent shall have the final authority to accept or reject the request.

**ARTICLE V
EMPLOYEE BENEFITS**

5.01 FMLA Leave

Employees of the district shall be entitled to leave as provided in the Family & Medical Leave Act (FMLA) and its associated regulations.

5.02 Sick Leave

- A. Each person who is employed full time by the Board shall be entitled to fifteen (15) days sick leave, with pay, for each year under contract. Sick leave shall be credited at the rate of one and one-fourth (1-1/4) days per month with the total accumulation of no more than two hundred seventy four (274).
- B. Each newly hired employee, and those employees whose sick leave accumulation falls to less than five (5) days, shall be allowed an advance of up to five (5) days to be charged against sick leave he/she subsequently earns.
- C. Any employee absent days beyond his/her accumulated sick leave as of any date for reasons listed, or for any other reasons, shall receive salary deductions in accordance with the following formula:

Divide the annual salary by the number of days required to be on duty to reach a daily rate, and multiply the daily rate times the number of days lost. Any deductions may be pro-rated, upon request, with approval of the Superintendent.
- D. Employees may use sick leave for absences due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absences due to serious illness, injury, or death in the employee's immediate family.
- E. For the purposes of this agreement, "immediate family" shall be interpreted to include parents, parents-in-law, children, siblings, grandchildren, grandparents, spouse, or anyone living in the same household who is related by blood or adoption.
- F. Each employee shall furnish a written, signed statement on a form to be provided by the Board to justify the use of sick leave. If medical attention is required, and the Board makes a request, the employee's statement shall list the name and address of the attending physician and the date when he/she was consulted. If the employee is absent for more than six (6) consecutive workdays, a physician's statement regarding the absence may be requested. Falsification of sick leave information on the District form or any abuse or patterned use of sick leave is

grounds for disciplinary action up to and including suspension or termination under Sections 3319.081 and 3319.16 of the Ohio Revised Code. See Appendix 4.

- G. An employee who is to be absent on sick leave shall notify the employer between 9 and 10 p.m. the night before or 5:30 a.m. and 6:00 a.m. the day of the absence (except when the reason for the leave occurs after these times) and give the reason for the absence.
- H. Sick leave may be used in segments of not less than one-half (1/2) day.
- I. The Superintendent may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his/her return to duty, to be examined by a physician designated and paid by the Employer, to establish that he/she is not disabled from the performance of his/her duties and that his/her return to work will not jeopardize the health and safety of other employees or students.
- J. All sick leave workdays shall be cumulative, and any and all unused portions of the monthly allowance shall be credited to the employee's sick leave total.

5.03 Severance Pay

- A. The Board shall grant severance retirement pay to a full-time, certificated/licensed employee who has not less than ten (10) years of continuous service to the district under the following guidelines:
 - 1. Employee must have qualified for retirement benefits from the State Teacher's Retirement System (STRS)
 - 2. Such employee shall be entitled to receive a cash payment equal to his/her daily rate of pay, at the time of retirement, multiplied by one-fourth (1/4) the total number of accumulated, but unused, sick days earned by the employee.
 - a. Daily rate of pay shall be determined by dividing the number of required contract days, in accordance with Article VI, Section 6.12(B) of this Agreement, into the teacher's annual salary per his/her placement on the approved salary schedule. (See Attachment B.)
 - 3. The number of sick days used in the above calculation must be certified by the Treasurer.
- B. Severance pay will be paid within thirty (30) days from the effective date of retirement but may be deferred for up to twelve (12) months at the employee's option.

5.04 Leaves of Absence

- A. Upon written application and formal Board approval, a teacher may be granted an unpaid leave of absence of up to two years for educational or other purposes, and shall be granted such leave for employee illness and/or disability, or enlistment in the Armed Forces of the United States.
- B. Unpaid leaves of absence will be for a semester or full school year basis only. An unpaid leave request granted for the second semester of one school year may not be extended into the first semester of the next school year unless the requested extension is for an additional full year.
- C. Applications for such leave or extension thereof shall be submitted as far in advance as possible of the leave date, but not less than thirty (30) days before the beginning date of the leave. This time line may be waived by mutual consent of both parties.
- D. An application for leave of absence shall state the termination date of said leave. No teacher shall return to service prior to the termination date without the approval of the Superintendent. Failure to state the termination date shall be deemed a termination date at the beginning of the next school year. Any teacher who does not return to service at the stated termination date shall abandon his/her rights and privileges to employment.
- E. A teacher on leave of absence shall notify the Superintendent of his/her desire to return to work by March 15 of the year in which the leave is in effect. If the termination date of the leave is in the middle of a school year, the employee shall notify the Superintendent of his/her desire to return to work within thirty (30) days of the end of the leave. These time lines may be waived by mutual consent of both parties.
- F. No teacher shall be granted a leave to seek, pursue or engage in gainful employment unless expressly authorized in advance by the Board.
- G. Any teacher who uses a leave of absence for a purpose other than that stated in the approved leave application shall abandon his/her employment contract and all rights and privileges of employment in the District. Summer employment shall not be affected by this policy.
- H. Any employee on an approved leave of absence shall have the option to pay for Board-approved insurance while on leave. The employee shall forward to the Treasurer a check in the amount of the premiums one (1) month prior to the payment date for each benefit to be continued. Employees who fail to meet the payment schedule will be terminated from the Board-approved insurance plans.

5.05 Maternity/Child-Rearing Leave

- A. A "maternity leave" shall be defined as an absence from school due to a disability from pregnancy or recovery there from. A teacher may use any accumulated sick leave for the period of disability for up to thirty (30) days for maternity or in the event of the adoption of a child (ages N -12 years) without a physician's statement as required in Section 5.02F of this agreement. In the event that additional sick leave is needed due to complications from delivery, and with a doctor's statement, the employee may request additional sick leave. Any teacher taking maternity leave will be returned to her position, providing such teacher is capable of performing the duties of the job.
- B. "Child-rearing leave" shall be defined as an absence from school, without pay or benefits, for the purpose of rearing a child. The Board may grant such leave to the natural or adoptive parent.
- C. A teacher who desires a child-rearing leave shall notify the Superintendent at least thirty (30) days in advance of the intended commencement of said leave. This notification shall be in writing and shall indicate the actual date for commencement of the leave except in the case of emergency or adoption occurring at a time outside the employee's control.
- D. Child-rearing leaves may be for a period of up to one (1) year as granted by the employer. A child-rearing leave request granted for the second semester of one school year may not be extended into the first semester of the next school year.
- E. Teachers who have been granted child-rearing leaves of absence for the first semester shall notify the Superintendent of their intention to return, or not return, not later than thirty (30) days prior to the expiration of the leave.
- F. A teacher returning from child-rearing leave shall be given a position similar to the position held before taking such leave.
- G. Employees on such leave may continue any insurance benefits by making full payment to the Treasurer one (1) month prior to the due date of the premiums.

5.06 Return of Teacher from Approved Leaves of Absence

- A. Those teachers returning from Board-approved leaves of absence who have taught in the District for five (5) or more years shall be assigned to the same position from which leave was taken, provided the position has not been abolished. In that event, the teacher shall be assigned to a position similar to, and for which, he/she is certified.

- B. Those teachers returning from Board-approved leaves of absence who have taught in the District for less than five (5) years may be assigned to the same position or one that is similar and for which he/she is certified.
- C. Approved unpaid leaves shall not be consideration for advancement on the salary schedule; however, a leave of absence shall be counted for seniority purposes.

5.07 Association Leave

Teachers who are certified delegates or representatives of the Association may attend conferences not to exceed a total of five (5) days cumulative for the Association per school year. The Board will assume only the cost of the substitute and the cost of the Association member's daily pay and benefits. Other costs associated with the conferences will not be the responsibility of the Board. Written requests for attendance at such conferences will be made at least ten (10) days in advance of the leave and shall be made in accordance with District regulations and on the "Association Leave Form." See Appendix 5.

5.08 Court/Jury Duty Leave

- A. Any employee who is summoned for jury duty shall suffer no loss in pay providing the employee surrenders to the employer any payments or fees received by the employee for such duty or appearance.
- B. The Board shall comply with applicable state law regarding leave for employees summoned to appear as a witness before a court in civil, criminal or administrative proceedings.
- C. Any employee who is summoned to appear in court on behalf of the Board, in school related matters approved by the Board, shall be granted professional leave.

5.09 Assault Leave

- A. Assault leave shall be granted to employees who are absent due to physical disability or mental stress resulting from assault as defined by ORC 2903.13, Section C, paragraph "e" and Section D, paragraph 6 "a" and "b" and which occurs in the course of, or arises out of, their employment situation, including such situations or occurrences as may arise solely because of teacher/student/parent relationships regardless of time or location. Any assault that occurs involving a student and a teacher, or a student's parent and the teacher, regardless of time or location, shall be presumed to have arisen out of the teacher/student/ parent relationship, and thus arisen out of employment.
- B. The employee shall sign a statement giving details of the assault, and will provide a certificate from a licensed physician stating the nature and estimated duration of

the disability. The employee statement must be presented to the treasurer within five (5) days of the assault unless certified by a licensed physician that it is medically impossible to do so. This physician certification must be presented to the Treasurer within five (5) days of the assault. See Appendix 6.

- C. The employee shall receive full pay and fringe benefits, not to be charged against sick leave, for no more than twenty-five (25) workdays while on leave. The twenty-five (25) days may be extended for an additional period not to exceed fifteen (15) days upon certification by the attending physician that additional days are necessary. In the event that the Board is not satisfied with the number of days certified by the attending physician, the Board may secure the opinion of an impartial physician prior to approving the leave.
- D. To be eligible for assault leave, the employee shall:
 - 1. Apply for Workers' Compensation benefits; and,
 - 2. If known, agree to file criminal and/or civil prosecution against the person or persons involved.
- E. If Workers' Compensation benefits (not including payments for medical bills) are paid, the Board shall pay to such employee the difference between the benefits received and the employee's regular salary.

5.10 Personal Leave

- A. Three (3) days of personal leave will be granted to full-time employees of the District each year. Personal leave is not cumulative, and the Administrator must be notified at least forty-eight (48) hours in advance. The only exception to this prior notice would be one of an extremely critical nature. Personal leave may not be used on a day preceding or following a school or national holiday, on Professional Development days or during the first week or last week of the school year. See Appendix 4.
- B. Following the guidelines outlined in paragraph "A", employees of the district may use all of the allotted personal days without designating a reason for their use.
- C. In special circumstances, and upon submission of satisfactory evidence, the Superintendent/Designee will grant personal leave days preceding or following a school or national holiday, on Professional Development days or during the first week or last week of the school year.
- D. Decisions of the Superintendent/Designee, relating to emergency personal leave as outlined in paragraph "C", above, are not grievable.
- E. All information pertaining to emergency situations outlined in paragraphs "C" and "D" above, shall remain confidential between the employee and administration.

F. In the event that the use of personal leave or professional leave on the same day may create a problem with the operation of the school, and upon proper notice by the Administrator, the number of employees using personal leave shall be reduced according to the number of available substitutes, or the employee may be requested to take the personal leave at another time.

G. Incentive Pay/Conversion of Personal Leave

Employees who do not use all personal leave within the 184 day school year will receive a stipend of one hundred dollars (\$100.00) per unused day unless they notify the District Treasurer by the last day of the respective school year that they want their unused personal leave days converted to sick leave and added to their accumulation. If the conversion of personal leave causes the employee's sick leave balance to exceed the maximum amount as defined in Section 5.02 (A), the employee does not have the option of conversion and shall receive the one hundred dollars (\$100.00) per unused day stipend. Stipends will be paid the first pay in July.

5.11 Professional Leave

A. The Board shall pay the reasonable expenses of those employees it excuses to attend professional or educational conferences when these meetings contribute to the educational or school program. Employees shall file a written request, with estimated expenses, with the Administrator at least one (1) month in advance of the meeting, when possible. If approved, the employee shall file with the Treasurer copies of bills, etc. for expenses incurred in attending the meeting. See Appendix 7.

B. A reason shall be given by the Administrator for denial of a request for attendance at professional/educational conferences or school visitations.

5.12 Insurance Benefits

In order to be eligible for insurance, an employee must be contracted for at least thirty (30) hours per week.

Employees may not be paid cash in lieu of insurance benefits.

Coverage: See Plan Booklet for COG adopted coverage information

Medical

A. Employee Share of Medical Insurance

Effective September 1, 2017 - August 31, 2020, the employee will be responsible for paying One Hundred Seventy Three Dollars (\$173.00) family and Seventy One Dollars (\$71.00) single of the monthly rate for family/single medical insurance.

B. Stark County Schools Council

The Board of Education may fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program of the Stark County Schools Council (COG). The Board shall provide health, dental, and life insurance through the COG. The coverage shall be the standardized COG specifications

Life Insurance

The Board shall provide term life and accidental death and dismemberment coverage in the amount of \$50,000 for each teacher.

Bargaining unit members may purchase additional term life insurance at the group rate, in \$5,000 increments, up to a maximum of \$60,000 coverage in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier. The value of the life insurance reduces by 50% at age 65. The specific terms of the policy are contained in the life insurance contract.

Dental Insurance

The Board shall provide dental coverage and pay 100% of the premium.

Section 125-Tax Shelter

Tax sheltering of the individual's contribution for health costs, unreimbursed medical expenses and dependent coverage will be provided, under IRS Section 125.

5.13 Liability Insurance

The Board will pay one hundred percent (100%) of the premium for liability insurance for all certificated/licensed staff.

5.14 Mileage Reimbursement

The Board shall pay an amount per mile for mileage reimbursement which has been pre-authorized by the Superintendent or his/her designee. The amount shall be equal to the IRS allowable rate per mile.

5.15 Tuition Reimbursement

- A. The Board shall reimburse an employee a maximum of Two Thousand Five Hundred Dollars (\$2,500.00) for the satisfactory completion of course work at an accredited college, university or LPDC approved provider. This shall be limited to an aggregate of Twenty Five Thousand Dollars (\$25,000.00). After receiving prior approval from the Superintendent and LPDC to register for a particular course or courses, tuition reimbursement shall be on a first come, first served basis, and shall be rotated among staff who apply. Application may be made no earlier than September 1st for use at anytime during the school year. A list of applicants shall be available in the Superintendent's office for any employee to review.
- B. Course Work or Program Related Certification
 - 1. Must be taken at an accredited institution or an LPDC approved provider.
 - 2. Must be in the area of the employee's certification(s) or a related area, or must be for administrator/supervisor certification.
- C. A grade of "B" or higher, must be received or when no grades are offered, a designation of "satisfactory" must be received.
- D. Reimbursement shall be for required books, fees, lab materials and tuition not to exceed Two Thousand Five Hundred Dollars (\$2,500.00) per person in any one year. In order to receive reimbursement, the employee must submit, to the Superintendent, an official college transcript or proof of satisfactory completion and/or certification, whichever is applicable, and receipts for appropriate expenditures.
- E. Payment under this plan shall be made in one lump sum upon receipt of documentation outlined in the above paragraph.
- F. Employees on any leave of absence shall not be eligible for tuition reimbursement while on such leave.

ARTICLE VI
OTHER GENERAL AGREEMENT PROVISIONS

6.01 Personnel Files

- A. One (1) official personnel file shall be maintained by the Board for each employee of the District. It shall be located in the Treasurer's Office and maintained by appropriate central office clerical staff under the supervision of the Treasurer.
- B. Each item inserted into the file shall indicate its date of origin and the date it was inserted into the files.
- C. Each employee shall have the right to review, in the presence of an administrator or the Treasurer, the contents of his/her own personnel file.
- D. Each employee shall be entitled to one (1) copy, at Board expense, of any non-confidential materials in his/her file. Subsequent requests for such copies will be at the employee's expense.
- E. Each employee shall have the opportunity to read material which may be considered derogatory to the employee's conduct, service, character, or personality before it is dated and placed in the personnel file. The employee may acknowledge reading the material by signing the copy to be inserted in the file. The signature shall not indicate agreement with the contents of the material, but only that the material has been reviewed.
- F. Each employee shall have the opportunity to reply to such derogatory material in a written statement to the file copy. All material placed in a unit member's file shall be relevant, accurate, timely and complete.
- G. Teachers shall be informed of any complaint by a parent and/or student directed toward them which the Board intends to make a matter of record.
- H. Anonymous letters or materials shall not be placed in the employee's personnel file nor should they be made a matter of record.
- I. Material will be removed from a teacher's file when it is determined to be inaccurate, irrelevant, untimely, or incomplete.
- J. All evaluations/observations of the teacher shall be kept in the teacher's file.

6.02 Sequence of Contracts

A. Limited Contract

At the expiration of his/her present limited contract, a teacher serving under such contract shall be considered for a two (2) year limited contract, providing the following qualifications have been met:

1. The teacher has served at least three (3) consecutive years under one (1) year limited contracts; and,
2. The teacher is recommended on the basis of evaluation by the evaluating administrator for a two (2) year contract.

Nothing herein shall preclude the Board from continuing to offer one (1) year limited contracts to a teacher receiving unsatisfactory evaluations. A limited contract carries no right or obligation that the contract will be renewed upon its expiration.

B. Continuing Contract

A continuing contract is a contract that remains in effect until the teacher resigns, elects to retire, or is terminated or suspended. To be eligible for a continuing contract, a teacher must meet all requirements as outlined in Ohio Revised Code.

- C. Teachers who meet all legal qualifications or requirements and become eligible for a continuing contract but whose evaluations are unsatisfactory (below average) will be notified of such, in writing, by the Superintendent on or before April 30.

6.03 Individual Contracts and Assignment Letter

- A. All teachers shall be issued written contracts which shall be subordinated to and subject to this agreement and contain the following information:

1. Annual compensation to be paid for the first year of the contract;
2. Basis of determining compensation (i.e., amount of training, degree and years of experience credited to the teacher);
3. Type of contract, limited or continuing; if limited, the number of years the contract is to be in effect;

- B. Teachers shall be notified of their tentative assignment(s) for the next school year prior to June 30 whenever possible.

- C. Regardless of when an employee is notified of his/her assignment for the ensuing school year, he/she will be given the opportunity, providing funds are available, to requisition books, supplies, etc. When such funds are available, the Superintendent shall direct the Treasurer to establish a contingency fund to permit such purchases.

6.04 Teacher Evaluations

The evaluation procedures contained in adopted Board Policy shall reflect Ohio Revised Code, and shall be the sole procedures utilized in the district for the evaluation of employees.

6.05 Accountable Responsibilities and Duties

- A. Technology Staff Development goals shall be included in the Individual Professional Development Plan (IPDP) of each teacher. Ten percent (10%) of all staff development shall include technology related courses.

Instructors may also meet this requirement by integrating technology into their teaching strategies. A minimum of ten (10) lessons per school year is needed to meet this requirement. Evidence such as documentation, observation, or electronic submission will be used to evaluate the instructor's fulfillment of this requirement.

- B. All career path teachers must be credentialed to offer instructional programs which meet standards established by the Ohio Department of Education and meet industry standards for certification and credentialing as recognized and/or endorsed by the Ohio Department of Education and the various National Industry Organizations/Committees. When a change and/or addition in credentialing is required, reasonable time as determined by the Superintendent will be given for the career path teacher to meet the requirements.
- C. All career path and academic teachers must participate in the advisor/advisee programs.
- D. All career path teachers shall share the responsibilities of advisor to their program Career Technical Student Organization (CTSO) required by the Career Technical and Adult Education (CTAE) division of the Ohio Department of Education and endorsed by the Board of Education.

6.06 Fair Dismissal

- A. The nonrenewal procedures contained in this agreement, as adopted by the Board, are intended to supersede the provisions of O.R.C. 3319.11.

- B. On or before June 1 of each year, the Board, through the Treasurer, shall provide written notice of non-renewal to any non-tenured teacher whose contract is being considered for discontinuation of employment. Prior to non-renewal of a contract, the Board's representative(s) shall have conducted evaluation(s) in accordance with Article VI, Section 6.04 of this agreement.
- C. With notification of the Board's intent for non-renewal of the contract, specific written reasons shall be given to any limited-contract teacher.
- D. The Grievance Procedure shall be the sole and exclusive remedy to challenge the Board's decision to non-renew a limited contract.
- E. Arbitration shall be the final step for appeal of the non-renewal of a limited contract. The arbitrator shall be limited to determining if the Board has complied with the procedural provisions found in ARTICLE VI of this agreement.

6.07 Board Policies

All Board policies shall be posted on the District's website at www.ccctc.k12.oh.us.

6.08 Work Environment

It shall be the responsibility of the Director to see that facilities are kept clean and in good repair. During the assigned work periods, it shall be the responsibility of the teaching staff to keep materials, equipment and rooms assigned to them clean and in good repair and to immediately notify the Director when either equipment or classrooms are in need of repair or cleaning.

6.09 Required Meetings or Hearings

Whenever any employee is required to meet with any Employer representative concerning a matter which could adversely affect the employee's employment status, the employee shall be given reasonable notice of the time and nature of the meeting and shall be entitled to have an Association representative present.

6.10 Military Service Credit

A maximum of five (5) years' military service credit will be given where applicable.

6.11 School Day

- A. The length of the regular work day will be seven (7) hours. The teacher work day will generally begin at 7:45 a.m. and end at 2:45 p.m.
- B. The length of the school day may be extended for faculty/ department meetings as

needed. If a meeting will be extended beyond the length of the normal school day, advance notice of two (2) days will be given, except in cases of emergency.

- C. All teachers will be provided a thirty (30) minute (duty free) lunch period.
- D. Extra duties shall be distributed on a fair and equitable basis as is practical, provided such distribution does not interfere with the efficient operation of the District.

6.12 School Calendar

- A. A teachers' committee composed of three (3) teachers will be selected by the Association in order that they may meet with the Superintendent, and/or his/her designated representatives, at mutually agreed times, to present input for the next school year's calendar.
- B. Teachers shall be required to work one hundred eighty-four (184) days during each contract, four (4) days of which shall be professional days as listed on the school calendar. The calendar will comply with and/or exceed the hours required by the state of Ohio.
- C. Satellite teachers shall follow the calendar of the district to which he/she is assigned.

6.13 LPDC Committee

The Board agrees to maintain a Local Professional Development Committee (LPDC) as required by Section 3319.22 of the Ohio Revised Code.

6.14 EYT Program

The Board agrees to provide an Entry Year Teacher (EYT) Program as authorized by ORC 3319.22 and established by the Ohio Department of Education in OAC 3301-24-04.

**ARTICLE VII
SALARY SCHEDULE PROVISIONS**

7.01 Salary Schedule and Index

- A. The base salary shall be Thirty Six Thousand Six Hundred Forty Nine Dollars (\$36,649) for the 2017-2018 school year.
- B. The base salary shall be Thirty Seven Thousand Seven Hundred Forty Eight Dollars (\$37,748) for the 2018-2019 school year.
- C. The base salary shall be Thirty Eight Thousand Eight Hundred Eighty Dollars (\$38,880) for the 2019-2020 school year.
- D. Longevity Steps

After completing ten (10) years of service with the district, a person becomes eligible for longevity the following school year. Such payment will be made in a lump sum the first pay in December by separate paycheck.

Bachelors - \$1,700 5-Year - \$1,800 Masters - \$1,900

- E. The Salary Index will be as listed in ATTACHMENT A.

7.02 Placement on the Salary Schedule

- A. Teaching personnel with a Route B Career-Technical Teaching License shall be allowed credit on the salary schedule on the following basis:

- 1. Level of Academic Training
 - a. Bachelors Degree Scale
 - i. Five (5) years of successful full-time work experience including apprenticeship training in the career-technical area being taught shall qualify the employee for placement on the Bachelors degree scale.
 - ii. For those who have made the military service a career and who have thus gained work experience in the career-technical area to be taught, the first five (5) years of such full-time service shall qualify for placement on the Bachelors degree scale.
 - b. 5-Year Degree Scale: Career-Technical teachers with a Route B Teaching License shall be credited with the equivalent of five (5) years of training if he/she provides documented evidence of having met all the following criteria:

- i. Provides evidence indicating minimum of five (5) years of full-time work experience in a related field.
 - ii. Completed pre-service training per the requirements for a 5-Year Professional Teaching License at an accredited university.
 - iii. Holds a professional license/certificate or produces evidence of having completed a total of thirty (30) semester hours of training at an accredited university (semester hours earned in pre-service training shall count toward the thirty (30) semester hours).
 - c. Masters Degree Scale: Career-Technical teachers with a Route B Teaching License shall be credited with the equivalent of a Masters Degree if he/she provides documented evidence of having met all of the criteria for placement on the 5-Year Degree Scale and has received a Bachelor Degree in Education or other directly related field.
- 2. Level of Experience (See Appendix 8)
 - a. Years of experience beyond the first five (5) years shall be equated at the ratio of two (2) years of appropriate work experience for one (1) year on the salary schedule, i.e. thirteen (13) years work experience shall be credited with four (4) years of experience on the salary schedule (13 minus 5 divided by 2 = 4).
 - b. Teachers holding a college degree shall be given credit for relative full-time work experience by subtracting the number of years required for the certificate/license from the total number of years of full-time relative work experience. The remainder shall be divided by two (2), with the product to be credited as years of experience on the salary schedule.

7.03 Lateral Movement on the Salary Schedule

- A. Teachers receiving additional training credits in education or in a field related to their certification/licensure, shall be granted a lateral move on the salary schedule provided all work is completed according to guidelines set forth in this agreement.
- B. Teachers who qualify for lateral movement on the salary schedule during the school year shall be granted such movement effective the first full pay period following the receipt of an official transcript in the Treasurer's office.
- C. Teachers who qualify for lateral movement on the salary schedule during the summer months shall be granted such movement effective the first full pay period of the new school year following the receipt of an official transcript in the Treasurer's office.

7.04 STRS Employee Contributions

- A. The Board agrees, as a condition of employment, to tax shelter employee contributions to the State Teachers' Retirement System (STRS) in accordance with State Retirement System and Federal Internal Revenue Service guidelines and restrictions. This section in no way implies that the Board will contribute any portion of the employee's share of retirement contributions.
- B. The Board shall report for federal and state income tax purposes as the employee's gross income said employee's total annual salary less the amount of the STRS contribution.
- C. The employee's salary shall be used as the basis for calculating the daily rate of pay, Workers' Compensation, and unemployment compensation benefits.
- D. The contribution percentage shall apply to all employees, and no employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of this policy.
- E. The current taxation or deferred taxation of the sheltered "pickup" is determined solely by the Internal Revenue Service (IRS).

7.05 Paydays

Employees will be compensated bi-weekly over the course of the school year. Each employee shall choose either twenty (20) or twenty-six (26)/twenty-seven (27) pays, based upon the calendar year, beginning with the first pay of the school year. When the twenty (20) pay option is chosen, the pension contribution shall be deducted in twenty (20) installments over that period of time. Paychecks shall be by direct deposit. A pay voucher listing payroll information (i.e., deductions, net pay amount) will be distributed on or before pay day via email.

7.06 Payroll Deductions

- A. The Board will make payroll deductions of Association dues for certificated/licensed employees. All bargaining unit members will either be members of the Columbiana County Career and Technical Center Education Association or pay a Fair Share Fee equal to Association Dues in compliance with ORC 4117.09 Section C.
- B. The dues deductions shall be made from the third (3rd) paycheck through the twentieth (20th) paycheck in any school year. If the employee's pay for that period is insufficient to cover the amount to be deducted, the Employer will make the deduction from the next paycheck, providing the employee's check is sufficient to cover the deduction.

- C. The Treasurer of the Association shall present a list to the Treasurer of the Board, by September 15th of each school year, containing the names and amounts to be withheld for each bargaining unit member and Fair Share Fee contributor. A check in the amount of the total Association dues withheld from those employees authorizing Association dues deduction and Fair Share Fees shall be tendered to the Treasurer of the Association within thirty (30) days from the date of making such deductions. The Treasurer of the Association shall notify the Board's Treasurer of any changes as they occur.
- E. The Board will also make payroll deductions of dues for membership in other school related professional organizations. Certificated/licensed employees must submit a signed statement of authorization to the Treasurer of the Board prior to September 15th of each school year.
- F. The Association hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this article, and the Association shall indemnify the Employer for any such liabilities or damages that may arise.

7.07 Supplemental Contracts

- A. Supplemental duties shall be defined as those duties which are performed during time in excess of the work day, work week, work year, and in addition to the bargaining unit member's regular duties.
- B. All supplemental contracts will automatically expire at the end of their term without further notification from the Board.
- C. Any teacher who has entered into a supplemental contract and who is unable to complete the responsibilities of that contract shall forfeit the contract. In the case of forfeiture of a supplemental contract, the teacher forfeiting the contract may only be paid the pro rata portion of the contract for work completed and the remaining portion of the supplemental contract may be reissued with corresponding prorated payment at the level of pay as determined by the individual filling such position.
- D. Supplemental positions are listed below:
 - 1. **Banquet Coordinator**
The Board will pay an annual sum of Three Thousand Four Hundred Dollars (\$3,400.00) for time spent coordinating all activities related to banquet responsibilities.
 - 2. **Curriculum Work**
The Board will pay Four Hundred Twenty Five Dollars (\$425.00) for full-credit curriculum work completed by certified staff.

3. **Detention Monitor (After School and Saturday School)**
The Board will pay teachers who monitor After School Detention and/or Saturday School Detention at the rate of Twenty Five Dollars (\$25.00) per hour. A minimum of two hours will be paid for monitoring Saturday School.
4. **Lead Mentor**
The Board will pay Four Hundred Fifty Dollars (\$450.00) for time spent on all activities related to Lead Mentor responsibilities.
5. **LPDC Committee**
The Board will pay Four Hundred Twenty Five Dollars (\$425.00) for time spent on all activities related to LPDC committee responsibilities.
6. **Media Center**
The Board will pay One Thousand Fifty Dollars (\$1,050.00) per teacher for up to two teachers for time spent on all activities related to Media Center responsibilities.
7. **Mentor**
The Board will pay Six Hundred Twenty Five Dollars (\$625.00) for time spent on all activities related to Mentor responsibilities.
8. **NTHS Advisors**
The Board will pay each NTHS advisor an annual stipend of Six Hundred Twenty Five Dollars (\$625.00) for time spent coordinating all activities related to NTHS student organization responsibilities.
9. **Summer Intervention**
The Board will pay certificated/licensed employees Six Hundred Twenty Five Dollars (\$625.00) per course taught for Summer Intervention.
10. **Morning Duty**
The Board will pay up to two certificated/licensed employees Twenty Five Dollars (\$25.00) per hour for Morning Duty.

7.08 Additional Pay

- A. **Virtual Learning**
The Board shall compensate Virtual Learning Instructors at the following rates:

Regular School Year:	Summer School:
\$230 – full credit	\$230 – full credit
\$115 – ½ credit	\$115 – ½ credit

- B. Extended time work
The employee who completes the required performance responsibilities for Board required/approved days (which extend beyond the 184 day school calendar) shall be paid at the rate of Two Hundred Thirty Dollars (\$230.00) per day for a maximum of seven (7) hours per extended time day. Extended time work shall be available to all employees but not guaranteed. (See Appendix 9)
- C. CTSO Advisors
The Board will pay each career path teacher an annual stipend of Six Hundred Twenty Five Dollars (\$625.00) for time spent coordinating all activities related to CTSO responsibilities.
- D. Planning and Conference Period
1. The Board will semiannually pay a teacher who is employed for instructional purposes, and whose schedule does not include a planning period during the regular instructional day, a stipend of Two Thousand Three Hundred Dollars (\$2,300.00) per semester.
 2. During the course of the regular school day, if an employee is requested to and supervises students during his/her prep and conference period the Board will pay that employee a spot substitute rate of Twenty Five Dollars (\$25.00).

7.09 Additional Pay and Supplemental Contract Pay Dates

Extended Time, Detention Monitor, Morning Duty, and Spot Substitute Rate will be paid on a bi-weekly basis with the employee's regular pay.

All other payments will be made in a lump sum by separate paycheck according to the following schedule:

September	1 st Pay	Summer Virtual Learning & Summer Intervention
December	1 st Pay	Longevity
February	1 st Pay	1 st Semester Virtual Learning 1 st Semester P/C Period
June	1 st Pay	2 nd Semester Virtual Learning 2 nd Semester P/C Period Banquet Coordinator CTSO & NTHS Curriculum Work Lead Mentor & Mentor LPDC Media Center

7.10 Master Teacher Stipend

The Board will pay each teacher who obtains the master teacher designation while employed by the District a one-time stipend of \$600.

ARTICLE VIII

DURATION, BOARD RIGHTS AND SIGNATURES

8.01 Total Agreement

This document represents the entire agreement between the Employer and the Association; and, unless specifically and expressly set forth in the written provisions of this agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer, without any such modification or discontinuance being subject to any grievance or appeal procedure herein contained.

8.02 Management Rights

The Board reserves and retains full rights, authority, and discretion to control, supervise and manage the operation of the school and to make decisions and policies not inconsistent with the terms of this agreement and as outlined in Article I, Section 1.05 and Article VIII, Section 8.01 of this document.

8.03 Printing of Document


Subsequent to the execution of this agreement, copies of this agreement shall be printed by the Board, and the cost of such printing shall be paid by the Board.

8.04 Duration

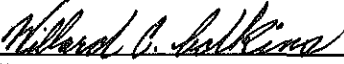
This agreement shall be effective September 1, 2017 and shall continue in full force and effect until midnight, August 31, 2020.

IN WITNESS WHEREOF, the parties hereto have set their hands this 16th Day of May, 2017, at Lisbon, Ohio.

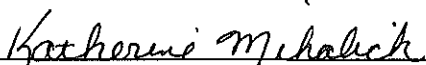
FOR THE Board:



President

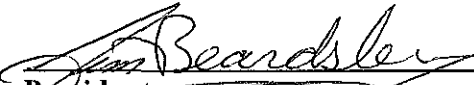


Superintendent




Treasurer

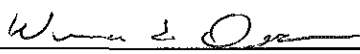
FOR THE Association:



President



Vice President



Team Member

ATTACHMENT A

2017-2018 School Year			
Increase:		3%	
Base:		\$36,649	
Bachelor			
Step	Increment	Fixed Amt	Salary
0	1.00000	\$1,200.00	\$37,849
1	1.05500	\$1,200.00	\$39,865
2	1.11000	\$1,200.00	\$41,880
3	1.16500	\$1,200.00	\$43,896
4	1.22000	\$1,200.00	\$45,912
5	1.27500	\$1,200.00	\$47,927
6	1.33000	\$1,200.00	\$49,943
7	1.38500	\$1,200.00	\$51,959
8	1.44000	\$1,200.00	\$53,975
9	1.49500	\$1,200.00	\$55,990
10	1.55000	\$1,200.00	\$58,006
11	1.60500	\$1,200.00	\$60,022
12	1.66000	\$1,200.00	\$62,037
13	1.71500	\$1,200.00	\$64,053
5 Year Level			
Step	Increment	Fixed Amt	Salary
0	1.06000	\$1,200.00	\$40,048
1	1.11500	\$1,200.00	\$42,064
2	1.17000	\$1,200.00	\$44,079
3	1.22500	\$1,200.00	\$46,095
4	1.28000	\$1,200.00	\$48,111
5	1.33500	\$1,200.00	\$50,126
6	1.39000	\$1,200.00	\$52,142
7	1.44500	\$1,200.00	\$54,158
8	1.50000	\$1,200.00	\$56,174
9	1.55500	\$1,200.00	\$58,189
10	1.61000	\$1,200.00	\$60,205
11	1.66500	\$1,200.00	\$62,221
12	1.72000	\$1,200.00	\$64,236
13	1.77500	\$1,200.00	\$66,252
Masters			
Step	Increment	Fixed Amt	Salary
0	1.12000	\$1,200.00	\$42,247
1	1.18000	\$1,200.00	\$44,446
2	1.24000	\$1,200.00	\$46,645
3	1.30000	\$1,200.00	\$48,844
4	1.36000	\$1,200.00	\$51,043
5	1.42000	\$1,200.00	\$53,242
6	1.48000	\$1,200.00	\$55,441
7	1.54000	\$1,200.00	\$57,639
8	1.60000	\$1,200.00	\$59,838
9	1.66000	\$1,200.00	\$62,037
10	1.72000	\$1,200.00	\$64,236
11	1.78000	\$1,200.00	\$66,435
12	1.84000	\$1,200.00	\$68,634
13	1.90000	\$1,200.00	\$70,833

2018-2019 School Year			
Increase:		3%	
Base:		\$37,748	
Bachelor			
Step	Increment	Fixed Amt	Salary
0	1.00000	\$1,200.00	\$38,948
1	1.05500	\$1,200.00	\$41,024
2	1.11000	\$1,200.00	\$43,100
3	1.16500	\$1,200.00	\$45,176
4	1.22000	\$1,200.00	\$47,253
5	1.27500	\$1,200.00	\$49,329
6	1.33000	\$1,200.00	\$51,405
7	1.38500	\$1,200.00	\$53,481
8	1.44000	\$1,200.00	\$55,557
9	1.49500	\$1,200.00	\$57,633
10	1.55000	\$1,200.00	\$59,709
11	1.60500	\$1,200.00	\$61,786
12	1.66000	\$1,200.00	\$63,862
13	1.71500	\$1,200.00	\$65,938
5 Year Level			
Step	Increment	Fixed Amt	Salary
0	1.06000	\$1,200.00	\$41,213
1	1.11500	\$1,200.00	\$43,289
2	1.17000	\$1,200.00	\$45,365
3	1.22500	\$1,200.00	\$47,441
4	1.28000	\$1,200.00	\$49,517
5	1.33500	\$1,200.00	\$51,594
6	1.39000	\$1,200.00	\$53,670
7	1.44500	\$1,200.00	\$55,746
8	1.50000	\$1,200.00	\$57,822
9	1.55500	\$1,200.00	\$59,898
10	1.61000	\$1,200.00	\$61,974
11	1.66500	\$1,200.00	\$64,050
12	1.72000	\$1,200.00	\$66,127
13	1.77500	\$1,200.00	\$68,203
Masters			
Step	Increment	Fixed Amt	Salary
0	1.12000	\$1,200.00	\$43,478
1	1.18000	\$1,200.00	\$45,743
2	1.24000	\$1,200.00	\$48,008
3	1.30000	\$1,200.00	\$50,272
4	1.36000	\$1,200.00	\$52,537
5	1.42000	\$1,200.00	\$54,802
6	1.48000	\$1,200.00	\$57,067
7	1.54000	\$1,200.00	\$59,332
8	1.60000	\$1,200.00	\$61,597
9	1.66000	\$1,200.00	\$63,862
10	1.72000	\$1,200.00	\$66,127
11	1.78000	\$1,200.00	\$68,391
12	1.84000	\$1,200.00	\$70,656
13	1.90000	\$1,200.00	\$72,921

2019-2020 School Year			
Increase:		3%	
Base:		\$38,880	
Bachelor			
Step	Increment	Fixed Amt	Salary
0	1.00000	\$1,200.00	\$40,080
1	1.05500	\$1,200.00	\$42,218
2	1.11000	\$1,200.00	\$44,357
3	1.16500	\$1,200.00	\$46,495
4	1.22000	\$1,200.00	\$48,634
5	1.27500	\$1,200.00	\$50,772
6	1.33000	\$1,200.00	\$52,910
7	1.38500	\$1,200.00	\$55,049
8	1.44000	\$1,200.00	\$57,187
9	1.49500	\$1,200.00	\$59,326
10	1.55000	\$1,200.00	\$61,464
11	1.60500	\$1,200.00	\$63,602
12	1.66000	\$1,200.00	\$65,741
13	1.71500	\$1,200.00	\$67,879
5 Year Level			
Step	Increment	Fixed Amt	Salary
0	1.06000	\$1,200.00	\$42,413
1	1.11500	\$1,200.00	\$44,551
2	1.17000	\$1,200.00	\$46,690
3	1.22500	\$1,200.00	\$48,828
4	1.28000	\$1,200.00	\$50,966
5	1.33500	\$1,200.00	\$53,105
6	1.39000	\$1,200.00	\$55,243
7	1.44500	\$1,200.00	\$57,382
8	1.50000	\$1,200.00	\$59,520
9	1.55500	\$1,200.00	\$61,658
10	1.61000	\$1,200.00	\$63,797
11	1.66500	\$1,200.00	\$65,935
12	1.72000	\$1,200.00	\$68,074
13	1.77500	\$1,200.00	\$70,212
Masters			
Step	Increment	Fixed Amt	Salary
0	1.12000	\$1,200.00	\$44,746
1	1.18000	\$1,200.00	\$47,078
2	1.24000	\$1,200.00	\$49,411
3	1.30000	\$1,200.00	\$51,744
4	1.36000	\$1,200.00	\$54,077
5	1.42000	\$1,200.00	\$56,410
6	1.48000	\$1,200.00	\$58,742
7	1.54000	\$1,200.00	\$61,075
8	1.60000	\$1,200.00	\$63,408
9	1.66000	\$1,200.00	\$65,741
10	1.72000	\$1,200.00	\$68,074
11	1.78000	\$1,200.00	\$70,406
12	1.84000	\$1,200.00	\$72,739
13	1.90000	\$1,200.00	\$75,072

COLUMBIANA COUNTY VOCATIONAL SCHOOL DISTRICT
Formal Grievance Report Form --- Step 1

Grievance # _____ CCCTC Education Association

Date Filed _____ Building _____

Name of Grievant _____

Signature of Grievant _____

I. Date of alleged violation: _____

II. Date of informal grievance meeting: _____

III. Date received by Immediate Supervisor: _____

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

V. Statement of Grievance: _____

VI. Relief sought: _____

VII. Disposition of Building Director or Immediate Supervisor (in writing):

Signature of Director or Immediate Supervisor

Date of Step 1 Disposition

COLUMBIANA COUNTY VOCATIONAL SCHOOL DISTRICT

Formal Grievance Report Form --- Step 2

Grievance # _____ CCCTC Education Association

(Grievant must attach a copy of the Step 1 Grievance Report Form and response.)

Name of Grievant _____

Signature of Grievant _____

VI. Date received by Superintendent _____

VII. Date of Step 2 grievance meeting: _____

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

IX. Statement of Grievance: _____

VI. Relief sought: _____

VI. Disposition of Superintendent (in writing):

Signature of Superintendent

Date of Step 2 Disposition

(Use additional pages as needed.)

COLUMBIANA COUNTY VOCATIONAL SCHOOL DISTRICT

Formal Grievance Report Form --- Step 3

Grievance # _____ CCCTC Education Association

(Grievant must attach a copy of the Step 1 Grievance Report Form and response.)

Name of Grievant _____

Signature of Grievant _____

X. Date received by Treasurer of Board: _____

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

XII. Statement of Grievance: _____

VI. Relief sought: _____

VI. Disposition of Board (in writing):

Signature of Board President

Date of Step 3 Disposition

(Use additional pages as needed.)

COLUMBIANA COUNTY CAREER & TECHNICAL CENTER
— ABSENCE REPORT —

NAME _____ DEPARTMENT _____
SOCIAL SECURITY # _____ NUMBER OF DAYS ABSENT _____
DATE(S) OF ABSENCE _____ AM _____ and/or PM _____
REASON FOR ABSENCE (Please check the appropriate item below):

_____ EMPLOYEE ILLNESS (SL)	_____ PROFESSIONAL LEAVE
_____ IMMEDIATE FAMILY ILLNESS (SL)	_____ OBSERVATION/VISITATION
_____ DEATH IN IMMEDIATE FAMILY (SL)	_____ ASSOCIATION BUSINESS
_____ DEATH OF CLOSE FRIEND (PL)	_____ JURY DUTY
_____ PERSONAL BUSINESS (PL)	_____ VACATION
	_____ LEAVE WITHOUT PAY

(Employee Signature) (Date) (Approval of Leave) (Date)

TO BE COMPLETED BY SUPERVISOR:	
Substitute Required: _____ Yes _____ No	_____ (Substitute Name)
Date (s) Substitute Worked: _____	
Time In _____ Time Out _____	_____ (Social Security Number)

****INDIVIDUALS WHO HAVE NOT PREVIOUSLY SUBSTITUTED IN OUR DISTRICT MUST HAVE ON FILE IN THE TREASURER'S OFFICE. COMPLETED FORMS NECESSARY FOR PAYMENT OF SERVICES.**

** (Signature of Substitute) (Date) (Approval to Pay Substitute) (Date)

Copies: White (Treasurer) Yellow (Treasurer) Pink (Director) Gold (Employee)

COLUMBIANA COUNTY VOCATIONAL SCHOOL DISTRICT

Association Leave Form

Name: _____

Meeting requested to attend: _____

Place of meeting: _____

Date of meeting: _____ Time: _____

Purpose of meeting: _____

Date request was received by administration: _____

Approval Date

Signature of Superintendent

THE COLUMBIANA COUNTY VOCATIONAL SCHOOL DISTRICT BOARD OF
EDUCATION WILL ASSUME ONLY THE COST OF THE SUBSTITUTE'S WAGES.

COLUMBIANA COUNTY VOCATIONAL SCHOOL DISTRICT
Assault Statement

Date: _____

TO WHOM IT MAY CONCERN:

I, _____, a certificated employee in the Columbiana
(certificated employee)
County Vocational School District, was assaulted by _____
(name)
in the manner described below:

Signed: _____
Certificated Employee

COLUMBIANA COUNTY VOCATIONAL SCHOOL DISTRICT
Assault Certificate

TO WHOM IT MAY CONCERN:

I, _____, a licensed physician in the State of Ohio, did
examine and found that _____ received the following
injuries as a result of an assault upon him/her:

It is my recommendation that he/she not report to work during the period:

Signed: _____
Licensed Physician

COLUMBIANA COUNTY CAREER & TECHNICAL CENTER
Professional Leave Request and Expense Statement

SECTION I: PROFESSIONAL LEAVE REQUEST

Employee Name: _____ Dept. _____

Name of Conference: _____

Meeting Location: _____

Meeting Date(s): _____

Professional Purpose of Meeting: _____

Employee Signature Date

Approved By Date

SECTION II: ESTIMATE OF EXPENSES

SECTION III: ACTUAL EXPENSES

Please attach appropriate receipts.

Mileage: Estimate
_____ miles at 40.5 cents _____

Mileage: Actual
_____ miles at 40.5 Cents _____

Public Transportation _____

Public Transportation _____

Lodging _____

Lodging _____

Meals _____

Meals _____

Parking _____

Parking: _____

Registration _____

Registration _____

Miscellaneous

Miscellaneous:

Total _____

Total _____

Columbiana County Career and Technical Center
Board of Education
9364 State Route 45
Lisbon, OH 44432

CALCULATION OF SALARY SCHEDULE PLACEMENT

NAME: _____ DATE: _____

Previous Public School Teaching Experience: _____

a. Substitute teaching experience (120 days annually) _____

Military experience: (if applicable) _____

Related work experience: _____

a. Total work experience _____

b. Minus five years degree equivalent _____

c. Net years _____

d. Net years divided by two _____

Total work experience _____

Total years granted: * _____

The Board shall have the authority to determine the number of years teaching/working experience it will grant for placement on the salary schedule. For placement purposes, the Board may consider a range from the minimum of Step Zero (0) to a maximum of Step Thirteen (13) on the current salary schedule.

***Please note that only full years of service are considered in this calculations.**

I acknowledge that my years of experience have been reviewed and I understand that I will be placed at Step _____, in the _____ column on the current salary schedule.

Signature of employee

Date

Administrator _____

**Columbiana County Vocational School District
EXTENDED TIME AND EXPENSE STATEMENT**

Generally initiated by Administration.

TRAINING, PROGRAM RELATED FIELD TRIPS/PROJECTS, SPECIAL MEETINGS, AND OTHER
BOARD APPROVED/REQUIRED ACTIVITIES

SECTION I: PURPOSE FOR EXTENDED TIME			
Employee Name: _____			
Date(s): _____			
Activity: _____			
_____ Employee Signature		_____ Date	
_____ Supervisor Signature		_____ Date	

SECTION II: EXPENSE ESTIMATE	
	<u>Estimate</u>
Mileage:	_____
_____ miles at _____	_____
Transportation	_____
Lodging:	_____
_____ nights at _____	_____
Meals	_____
Parking	_____
Miscellaneous:	_____
Total Reimbursement:	_____

SECTION III: ACTUAL EXPENSE	
Please attach appropriate receipts.	
	<u>Actual</u>
Mileage:	_____
_____ miles at _____	_____
Transportation	_____
Lodging:	_____
_____ nights at _____	_____
Meals	_____
Parking	_____
Miscellaneous:	_____
Total Reimbursement:	_____

Account # (completed by director/supervisor)	
EXTENDED TIME REQUIRED	
Days:	_____
Rate of Pay:	_____
Total:	_____

TIME SHEET	
Days:	_____
Rate of Pay:	_____
Total:	_____
_____ Supervisor Signature	
_____ Date	

**CERTIFICATE
(O.R.C. 5705.412)**

RE: CCCTC Education Association Master Agreement

IT IS HEREBY CERTIFIED that the Columbiana County Vocational School District has sufficient funds to meet the contract, obligation, payment, or expenditure for the above, and has in effect for the remainder of the fiscal year and the succeeding fiscal year the authorization to levy taxes which, when combined with the estimated revenue from all other sources available to the district at the time of certification, are sufficient to provide operating revenues necessary to enable the district to maintain all personnel, programs, and services essential to the provision of an adequate educational program on all the days set forth in its adopted school calendar for the current fiscal year and for a number of days in the succeeding fiscal year equal to the number days instruction was held or is scheduled for the current fiscal year, except that if the above expenditure is for a contract, this certification shall cover the term of the contract or the current fiscal year plus the two immediately succeeding fiscal years, whichever period of years is greater.

DATED: May 16, 2017

BY: Katherine Michalich
Treasurer

BY: Willard C. Perkins
Superintendent of Schools

BY: J. C. Smith
President, Board of Education