



# Portage Lakes Joint Vocational School District MASTER CONTRACT

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17-MED-03-0324  
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Between the  
**PORTAGE LAKES EDUCATION ASSOCIATION**  
and the  
**PORTAGE LAKES JOINT VOCATIONAL SCHOOL DISTRICT BOARD OF EDUCATION**  
**July 1, 2017 through June 30, 2020**

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The Portage Lakes Joint Vocational School District is an equal opportunity educational institution. Employment and educational programs are offered without regard to race, color, religion, national origin, gender, disability, military status, ancestry, age, genetic information or any other legally protected characteristic and provide equal access to the Boy Scouts and other designated youth groups. The district prohibits harassment of individuals in any form. Any alleged act of discrimination or harassment should be referred to Mr. Michael Kaschak, Compliance Coordinator, at 330-896-8200.

# TABLE OF CONTENTS

ARTICLE		PAGE
<b>I. RECOGNITION</b>		1
<b>II. NEGOTIATIONS PROCEDURE</b>		
2.01	Negotiators	1
2.02	Submission of Issues	1
2.03	Negotiations Meeting	2
2.04	Public Information & Progress Reports	2
2.05	Exchange of Information	2
2.06	Tentative Agreement & Ratification	2
2.07	Mediation	2
<b>III. ASSOCIATION RIGHTS</b>		3-4
<b>IV. GRIEVANCE PROCEDURE</b>		
4.01	Definition	4
4.02	Informal Procedure	4
4.03	Formal Procedure	4-5
4.04	Additional Provisions	5-6
<b>V. LEAVES</b>		
5.01	Sick Leave	6
5.02	Assault Leave	6-7
5.03	Funeral Leave	7
5.04	Parental Leave	7
5.05	Professional Improvement Leave	7
5.06	Jury Duty Leave	7
5.07	Military Leave	7
5.08	Personal Leave	8
5.09	Vacation	8
5.10	Paid Holidays	8
<b>VI. WORKING CONDITIONS</b>		
6.01	Academic Freedom	9
6.02	Staff Meetings	9
6.03	Vacancy/Postings	9-10
6.04	Student Discipline	10
6.05	Appraisal - Certified	10-13
	Appraisal - Counselor	13-15
	Appraisal - Classified	15
6.06	Discipline	15-16
6.07	Personnel Files	16
6.08	Part-time/Full-time Contracts	16
6.09	The Teacher Year	16
6.10	Work Day	17
6.11	Sign-Out/Sign-in Procedure (Excludes lunch)	17
6.12	Summer Work Schedule	17
6.13	Scheduling	17

<b>ARTICLE</b>	<b>PAGE</b>
<b>VI. WORKING CONDITIONS - (Continued)</b>	
6.14 Assignments	17-18
6.15 Faculty Attendance	18
6.16 Substitute Teachers	18
6.17 Advisory Committees	18
6.18 Faculty Facilities/Care	18
6.19 Fee Collection	19
6.20 Clerical Attendance Duties	19
6.21 Evening School	19
6.22 Responsibility to Students	19
<b>VII. REDUCTION IN FORCE/RECALL</b>	<b>19-21</b>
<b>VIII. SALARY AND FRINGE BENEFITS</b>	
8.01 Payroll Deduction	21
8.02 Salary Schedule Guidelines	21-23
8.03 Longevity	23
8.04 Attendance Bonus and Annual Signing Bonus	23
8.05 Salary Schedules - Classified Staff	23-24
8.06 Salary Schedules - Certified Staff	24-26
8.07 Supplemental Compensation	26-27
8.08 Severance Pay/Separation Pay	27
8.09 Employee Benefits	27-28
8.10 Mileage/Support Staff Uniform Allowance	28
8.11 Student Organization	28
8.12 Workshop and Seminar Expense	29
8.13 Educational Reimbursement	29
8.14 Overtime/Compensatory Pay	29-30
8.15 Call Back and School Closings- Support Staff	30
8.16 Substitution - Support Staff	30
8.17 Local Professional Development Committee (LPDC)	30-31
<b>IX. EFFECTS AND DURATION OF CONTRACT</b>	
9.01 Amendment Procedure	31
9.02 Personnel Policies & Practices	31
9.03 Management Rights	31
9.04 Acknowledgement & Duration	32

This Master Contract made and entered into by and between the Board of Education of the Portage Lakes Joint Vocational School District and the Portage Lakes Education Association is as follows:

## **ARTICLE I. RECOGNITION**

- 1.01** The Portage Lakes Joint Vocational School District Board of Education, (hereinafter termed “the Board”), and the Portage Lakes Education Association, (hereinafter termed the “Association” or “PLEA”), recognize the responsibilities to each other and to the community for negotiating in good faith in order to reach agreements which are mutually satisfactory.
- 1.02** The Board recognizes that teaching is a profession and that members of said profession have a consulting role in the planning, development, operation and improvement of educational programs consistent with mutually shared objectives. The Board recognizes that school support staff employees perform valuable services in the operation, maintenance, and delivery of educational services. It further recognizes that free and open exchange of views between employees, the Superintendent, and the Board are desirable. No employee will be disciplined when he/she expresses an educational view to the Superintendent and/or the Board.
- 1.03** The Association recognizes the Board members as elected representatives of the people and further recognizes the responsibilities of the Board as a policy-making body. The Superintendent shall be recognized as the administrator of the policies for the operation of the Joint Vocational School District.
- 1.04** The Board recognizes the Association as the sole and exclusive agent for the purpose of collective bargaining as defined in the Ohio Revised Code 4117.01. Bargaining unit members hereinafter referred to as “Employees”, shall be defined as Board approved licensed/certified high school instructors, regularly employed custodial/maintenance, maintenance and secretarial-clerical employees. Excluded from the bargaining unit shall be Superintendent, administrators, Treasurer, Executive Assistant to the Superintendent, Assistant Treasurer, Assistant to the Treasurer I, Community Relations Coordinator, substitute employees, Adult Education faculty and staff, and management level, supervisory and confidential employees as defined in Section 4117.01 of the Ohio Revised Code.
- 1.05** No employee will be discriminated against by the Board or its administration because of membership in the Association; nor will the Association discriminate against any non-member of the Association.
- 1.06** If any portion of the Contract is in violation of any statute of the State of Ohio, then that portion of this Contract in disagreement shall be considered null and void.

## **ARTICLE II. NEGOTIATIONS PROCEDURE**

### **2.01 Negotiators**

It shall be the sole prerogative of the individual parties to determine the structure, roles and/or representatives of their team; however, each team shall have no more than five (5) members taking part in negotiations at any one time. Negotiating team members may be changed at any time during negotiations at the discretion of the President of the Board of Education for the Board team, and the PLEA President for the PLEA team.

### **2.02 Submission of Issues**

The Board and the Association agree to open negotiations no later than seventy-five (75) calendar days nor sooner than one hundred twenty-five (125) calendar days prior to the expiration of the Contract unless the representatives for the parties mutually agree otherwise. Negotiations shall open no sooner than fifteen (15) calendar days and no later than twenty (20) calendar days following the notification of either party of their desire to open negotiations unless the representatives for the parties mutually agree otherwise. The initial meeting between the parties will be to decide on items for negotiations.

### **2.03 Negotiations Meeting**

- a. Insofar as possible, negotiating meetings shall be scheduled not to interfere with the educational program. Members of the involved committee or committees should be released in reasonable number and at reasonable times from school duties without loss of salary when negotiating meetings are scheduled during the day.
- b. Site of Meetings: The site for negotiations shall be neutral and mutually agreeable to the parties. Any cost shall be jointly shared by the parties.
- c. Meeting Schedules: Prior to the conclusion of each session, the parties shall set the time, place and tentative agenda for the next negotiation session.

### **2.04 Public Information and Progress Reports**

While negotiations are continuing, there shall be only joint information released to the media relating to negotiations, unless either party declares impasse. Nothing in this document shall be construed to limit the free and open sharing of information and/or progress of negotiations with the respective groups represented by the parties.

### **2.05 Exchange of Information**

Either party shall furnish upon request of the other, within a reasonable time, all available information pertinent to negotiation of subjects presented in the proposals.

### **2.06 Tentative Agreement and Ratification**

- a. All tentatively agreed items shall be initialed and dated by the parties jointly during the session in which agreement is reached.
- b. When tentative agreement has been reached on the completed contract, both parties shall recommend the document to their respective groups for ratification as soon as possible.
- c. Upon ratification by a majority vote of the members of the Association and the Board, the Contract shall be signed by the duly authorized officers of the Association and the Board of Education.
- d. Should there be differences between this Contract and any other rules, regulations, or practices, then the terms of this Contract shall prevail.
- e. Within thirty (30) days after this Contract is signed, an electronic copy shall be provided to each employee via e-mail.

### **2.07 Mediation**

No sooner than sixty (60) calendar days prior to the expiration of this Contract, either party shall have the option of declaring impasse and requesting the services of a mediator from the Federal Mediation and Conciliation Service (FMCS) to assist the parties in reaching an agreement. This shall be the parties' mutually agreed to dispute procedure under ORC 4117.14(F). The Mediator shall have no authority to bind either party to an Agreement. Upon the involvement of the Mediator, the dispute settlement procedure shall be deemed to have been exhausted.

### ARTICLE III. ASSOCIATION RIGHTS

- a. The Association shall have the right to use Employee mailboxes, e-mail and the bulletin boards for the purpose of notices, communications, and matters of Association concern.
- b. The Association officers and committee personnel shall have the right to use school phones and other school equipment for Association business.
- c. Duly authorized representatives of the Association and its respective affiliates shall be permitted to transact official Association business on school property before or after the defined workday and during the lunch period.
- d. Any Employee who desires to utilize educational or teacher productivity software other than that provided by the Board shall get approval from the Principal first. Any Board purchased software or program(s), or such software, intellectual property or program(s) produced under the direction of the Board, shall not be deleted without approval from the Principal. Administrative review of computer files, electronic mail, voice mail and electronic devices will be motivated only by a legitimate reason. Except in unusual circumstances, Employees will be notified in advance of such an administrative review. Any information discovered will be limited to those who have a specific need to know that information.
- e. Four (4) Association officers (to be identified by PLEA at the beginning of the school year) shall be excused from all duty assignments and responsibilities before and after the defined workday and during lunch period so that they may transact official Association business.
- f. Complete agendas and official minutes that are used by Board members during official Board of Education meetings shall be provided to PLEA's President and Vice-President twenty-four (24) hours in advance of a Board meeting.
- g. The Board agrees that members of PLEA may conduct meetings at school as long as they do not interfere with other scheduled functions. Such meetings shall normally be held no more than once per month to commence after 2:50 p.m.

All on or off duty employees shall be afforded the opportunity to attend said meeting, with on duty members suffering no loss of pay for attendance at said meeting up to one and one-half (1½) hours in length. It is expressly understood by the Association that those employees on duty shall be subject to work assignments by the Superintendent or his designee, during the period of the meeting, if necessary, in order to maintain school operations.

- h. Employees will be offered the opportunity to have representation prior to any disciplinary meeting or conference.
- i. Fair Share Fee
  1. For all employees, the Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Association a fair share fee.
  2. Notice of the amount of the annual fair share fee shall be transmitted by the Association to the Board Treasurer on or about September 15 of each year for the purpose of determining amounts to be payroll deducted to the Association.
  3. Payroll deduction of such annual fair share fees shall commence on the first pay date on or after January 15<sup>th</sup> annually. The fair share fee amount shall be equally divided over the remaining pays for the contract year after January 15. In the case of employees newly hired after the beginning of the school year, payroll deductions for the appropriate portion of the fair share fee shall commence on the first pay date on or after the later of

- (a) Sixty days of employment in the bargaining unit position or
- (b) January 15

4. The board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.
5. The Association represents to the Board that an internal rebate procedure has been established in accordance with ORC 4117.09 (c) 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.
6. Upon timely demand, non-Association members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

#### **ARTICLE IV. GRIEVANCE PROCEDURE**

##### **4.01 Definition**

- a. A grievance shall be considered any question where an Employee or PLEA feels that there has been an alleged violation, misinterpretation or misapplication of the Master Contract between the parties.
- b. A day for the purposes of the Grievance Procedure shall be any employee workday Monday through Friday, excluding any holiday.

##### **4.02 Informal Procedure**

- a. If an Employee believes there is a basis for a grievance, he/she should first discuss it with the Principal in an effort to informally resolve the problem. The Employee is encouraged to resolve the problem with the Principal. A grievance must be initiated within fifteen (15) days after the original occurrence or it shall be deemed untimely.
- b. If an agreement can be reached informally, the agreement shall be written out and given to the Employee and Association President within two (2) days.

##### **4.03 Formal Procedure**

###### Level I

If the grievance cannot be settled by the informal procedure, the Employee shall provide a written grievance on a form available in the school office within two (2) days after failure to resolve the grievance informally. A copy will be kept by the Employee and copies will be given to the Representative of the Association and to the Treasurer. The original copy will be given to the Principal (Level I) or Superintendent (Level II—in the event the matter is beyond the jurisdiction of the Principal).

The Principal, within two (2) days shall set up a meeting after presentation of the written grievance. All official replies will be placed on the original grievance.

The meeting on the written grievance shall include the Principal, the staff member filing the grievance, and an Association representative(s).

The Principal, after the meeting, shall make his/her decision known in writing within two (2) days. Copies of this decision should be sent to the Employee, Association President, the Association representative present at the meeting, the Superintendent, and the file for formal grievances kept in the school office. Parties shall proceed to Level II within seven (7) days if the grievance is not satisfactorily resolved.

## Level II

In the event a satisfactory settlement has not been reached, or the matter is beyond the jurisdiction of the Principal, the written grievance shall be submitted to the Superintendent and a conference set which is mutually agreed upon within five (5) days.

The meeting on the written grievance shall include the Superintendent, the Employee filing the written grievance, and an Association representative(s).

The Superintendent shall submit a written reply to the Employee, the Association President and representative, within seven (7) days.

If the decision is accepted by all parties involved, the disposition shall be made available to the Employee, Association President and Association representative within five (5) days.

## Level III

In the event the parties involved and the Superintendent cannot reach agreement, the written grievance shall be submitted to the Board by presenting the grievance in writing to the Treasurer or his/her representative or other person designated by the Board in his/her absence, within five (5) days following the decision at Level II. The Board shall review the grievance with the affected parties in executive session at the next regular Board meeting.

Each decision shall be made available in writing to the Employee and the Association within ten (10) days after the Board meeting.

## Level IV

If PLEA is not satisfied with the decision in Level III, the Portage Lakes Education Association may request in writing by serving the same on the Treasurer within five (5) days after receipt of the Level III decision, a hearing by an arbitrator. The arbitrator will be selected by mutual agreement of representatives of the parties. If agreement cannot be reached within ten (10) days of the filing of the request for a hearing, either party or the parties jointly filing may petition the American Arbitration Association (AAA) for a list of arbitrators from which selection shall be made in accordance with its Voluntary Rules. Either party may request a second list. The cost of the arbitrator shall be borne equally by the Board and the Association. Neither party shall be responsible for the cost of a transcript ordered to be used by the other party. The decision of the arbitrator shall be final and binding upon the parties hereto. The arbitrator shall not have the power to add to, or subtract from, or modify any of the terms of this Agreement and shall be confined to the precise issue raised in the written grievance at Level III.

### **4.04 Additional Provisions**

- a. Forms for filing grievances, serving notices, making appeals, making reports and recommendations, and other necessary documents will be jointly prepared by the Superintendent and the Association. The forms will be printed by the Board and given appropriate distribution so as to facilitate operation of the grievance procedure.
- b. In the event a grievance is filed so that sufficient time as stipulated under all levels of the procedure cannot be provided before the last day of school term, should it be necessary to pursue the grievance in all levels of the appeals, then said grievance shall be resolved in the new school term in September under the terms of this agreement.
- c. When it is necessary at Level IV for a representative(s) designated by the Association to attend a hearing called during the workday, they shall be released without loss of pay for such time as their attendance is required at such hearing. Hearings will be held at alternate Board and Association sites at no additional cost to the parties. Hearings shall be scheduled no sooner than 12:30 p.m. with the Association witnesses excused in enough time for their lunch and to meet one-half (1/2) hour before the hearing.

- d. Association representatives may be present at all steps of the grievance procedure.
- e. All grievance meetings must start no later than thirty (30) minutes before the close of the workday.
- f. Every effort shall be made by the parties to this Master Contract to preserve the confidentiality of all records, documents, and information pertaining to alleged grievances.

## **ARTICLE V. LEAVES**

### **5.01 Sick Leave**

- a. Employees may use sick leave upon approval of their supervisor for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other Employees, and to illness, injury, or death in the Employee's immediate family. The Board requires Employees to submit a request for the use of sick leave through the online HR Kiosk.
- b. A minimum advance of five (5) sick days shall be granted to Employees who have either exhausted their accumulation or for new Employees who have yet to earn such accumulation. Abnormal circumstances necessitating a larger advance may be presented to the Superintendent for the Board's consideration.
- c. For purposes of the Section, the "immediate family" includes: father, mother, husband, wife, child, sister, brother, grandparents, hospitalized grandchildren, and in-laws bearing any of these relationships.
- d. The Board will permit sick leave to be used for absences in case of death of close relatives or friends not in the immediate family, subject to the other provisions of Ohio Revised Code 3319.141.
- e. Sick leave shall be governed by the provisions of Ohio Revised Code Section 3319.141, except that employees may accumulate up to a maximum of three hundred twenty-five (325) days of sick leave.
- f. After all sick leave has been exhausted, including any advances and accruals (monthly), the Employee who is sick or disabled will be entitled to a leave of absence without pay for up to a period of two (2) years subject to provisions of Ohio Revised Code 3319.13.
- g. When an employee is injured while actually working for the employer, he/she shall have the option to initiate a "Wage Agreement" whereby in lieu of salary during period of disability, compensation benefits will be reimbursed to the employer. Sick leave charged during disability will be prorated in accordance to compensation benefits reimbursed.

### **5.02 Assault Leave**

Any Employee absent from duty due to a physical or emotional inability to perform the essential functions of his/her job caused by a verbal or physical assault, from any school-age student(s), or by a person or persons acting on a student's behalf, while the Employee is in the performance of his/her assigned responsibilities or as a result of the Employee's position with the Portage Lakes Joint Vocational School District, shall not be charged with the use of his/her sick leave. Any Employee on assault leave shall receive full compensation and benefits until that person is able to return to work or is proven to be permanently disabled, except that full compensation and benefits shall not exceed a period of twelve (12) months.

The Employee on assault leave shall cooperate with the Administration and/or law enforcement authorities in the investigation and prosecution, if any, of the assailant(s). The Employee will seek medical or psychological attention if the assault leave extends beyond five (5) workdays and shall

advise his/her supervisor in writing of the name and address of the attending health care professional and the date of any consultation.

Any Employee using assault leave shall subrogate his/her rights to recovery of compensation paid by the Board of Education.

### **5.03 Funeral Leave**

Three (3) consecutive workdays will be granted with full pay and benefits for death in "immediate family" (as defined in Section 5.01). Any additional time shall be charged to sick leave pursuant to Section 5.01.

### **5.04 Parental Leave**

An Employee, for reasons of pregnancy, adoption, maternity, paternity, or such other reasons as the superintendent deems appropriate, may request and shall be granted a leave of absence without salary on the conditions set forth below:

- a. A request for parental leave must be made at least thirty (30) calendar days prior to the commencement of the leave.
- b. The leave of absence shall be granted for the balance of the school year during which delivery or adoption is anticipated unless such leave is terminated earlier as hereinafter provided.
- c. The leave shall be extended for one (1) additional school year upon request of the Employee to the Board, made no later than the first of April preceding the year for which such leave is requested.
- d. Application for reinstatement may be made by the Employee at any time during the school year and the Employee may be reinstated by mutual agreement. In all other cases, reinstatement will occur no later than the beginning of the next succeeding school semester unless the leave is extended in accordance with paragraph c., above.
- e. Upon return from approved parental leave, the Employee shall be entitled to reinstatement to the same position with the same contractual status which was held prior to the leave or, if the position is no longer available, to an equivalent position for which the Employee holds valid unexpired certification/licensure or is otherwise qualified. If said leave is extended, the same provision shall apply.
- f. Failure of an Employee on leave of absence to return a signed contract for the successive school year on or before June 15 shall be treated as a voluntary resignation.

### **5.05 Professional Improvement Leave**

A teacher who immediately prior to his/her request for leave has completed four (4) consecutive years as a member of the professional staff of Portage Lakes Joint Vocational School District may be granted leave of absence without pay or other benefits (unless Employee paid) for study for one (1) full semester or two (2) full semesters, but no longer than one (1) school year. Members of the instructional staff returning from professional leave shall be returned to the same or any agreed-upon position.

### **5.06 Jury Duty Leave**

The Board shall pay the Employee's per diem salary when serving as juror. Lesson plans must be provided to the Administration by a teacher for use by his/her substitute.

### **5.07 Military Leave**

Military leaves will be in accordance with Section 3319.14 of the Ohio Revised Code.

## **5.08 Personal Leave**

Each Employee will be granted three (3) non-cumulative personal leave days during each school year. No reason for the personal days will be asked or given. At the conclusion of each school year, the Board will pay \$125 for each personal day not used.

A request for personal leave must be submitted at least two (2) work days prior to the date requested, except in case of extreme emergency. The leave may be taken on a full-day or half-day basis. The number of staff taking such leave shall not exceed ten percent (10%) per day. Personal leave will not be used immediately preceding or following a holiday or extended holiday break, unless approved by the Superintendent.

## **5.09 Vacation**

- a. Employees working an eleven (11) month (230 days) or more work year shall earn ten (10) days of paid vacation each anniversary year to be taken at the Employee's discretion. After seven (7) years of employment for the Board, the Employee shall earn fifteen (15) days of paid vacation each anniversary year; and, after fourteen (14) years of employment for the Board, the Employee will earn twenty (20) days of vacation each anniversary year. After 17, 19, 21, 23, 25 years of employment, the Employee will earn one day of vacation for each year of service to a maximum of 25 days of vacation. Vacation may be taken on full-day, half-day, or quarter-day basis.
- b. If a vacation is scheduled over a period when a paid holiday occurs, the holiday shall be counted as a holiday and not a vacation day.
- c. An employee can carry over a maximum of five (5) vacation days into a new anniversary year. For special circumstances, upon written request to the Superintendent/Treasurer, prior to the anniversary date, an additional five (5) days carry-over may be granted. If an Employee severs employment, the Employee shall be compensated at his/her per diem rate for all unused vacation.
- d. If more than one Employee in an Employee Group requests vacation at the same time as another Employee and the Board for operational reasons cannot accommodate both requests, the more senior Employee shall be granted the vacation time. Once vacation has been granted seniority is not a consideration.
- e. No vacation will be granted one week prior to the start of the school year and no more than one employee during spring break among the maintenance or custodial/maintenance employees.

## **5.10 Paid Holidays**

- a. All Employees who are contracted 210 days or more each year are entitled to the following nine (9) paid holidays: Labor Day, Thanksgiving (2), Christmas (2), January 1, Martin Luther King's Birthday, Good Friday and Memorial Day. Employees who are contracted less than 210 days will be paid holidays required by Ohio Revised Code.
- a. Employees who work 230 days are also entitled to one (1) additional floating holiday for a total of ten (10) paid holidays.
- b. Employees who work 260 days are also entitled to one (1) additional floating holiday and July 4 for a total of eleven (11) paid holidays.
- d. All full-time support staff employees may earn a three hundred (\$300.00) bonus by having at least a 98% attendance rate the previous year (July 1 through June 30). All days away from work will count against the employee's attendance except for vacation days, jury duty, holidays, funeral leave, and professional leave. There will be no make-up of absence days in order to be entitled to the bonus. The bonus will be paid on or before September 15<sup>th</sup>.

## **ARTICLE VI. WORKING CONDITIONS**

### **6.01 Academic Freedom**

The parties agree that academic and professional freedom is essential to the educational process. The classroom is a place for developing students' capacities for critical thinking and not for indoctrination of the instructor's political, religious, or self-serving beliefs or biases. Controversial issues should be a part of instructional programs when judgment of the professional staff deems the issues appropriate to the curriculum and to the maturity level of the student. Academic freedom is the right of the learner and his/her teachers, generally within the framework of the course of study, to explore, present and discuss divergent points of view in the quest for knowledge and truth.

### **6.02 Staff Meetings**

- a. Staff meetings shall be held on the first Wednesday of each month that school is in session. The staff meetings shall start as soon as practical after the close of the regular workday. All teachers are required to attend this meeting unless excused from attendance by the Principal. The meeting shall not exceed one (1) hour beyond the starting time of the meeting unless mutually agreed upon by the Principal and PLEA President. Faculty shall arrive on time and stay for the entire meeting.
- b. An agenda should be provided twenty-four (24) hours prior to the announced meeting.
- c. Department meetings shall be subject to the above provisions.
- d. Emergency meetings can be called by the Superintendent.

### **6.03 Vacancy/Postings**

- a. A vacancy for purposes of transfer or promotion shall mean a position held currently by an Employee and is a position that the Board intends to fill that becomes open due to death, resignation, retirement, termination, non-renewal, unpaid leave of absence of more than one year, transfer, or promotion of an Employee; or, when the Board creates a new bargaining unit position. All newly created positions shall be made known to PLEA prior to posting.
- b. Notice of any vacancy shall be posted on bulletin boards accessible to all Employees for five (5) work days so that current Employees may apply for the position before interviews are scheduled for the position filled. Notice of vacancies shall also be e-mailed to all employees and mailed to employees on leaves of absence, vacation, or on the recall list. If the resignation is submitted between July 10 and the beginning of school, the Board may open the position to outside applicants at the time of notification to the staff.
- c. The position posted shall be for a position described in this Contract, except when the Board creates a new position. The posting shall include the job title, principle duties, immediate supervisor, minimum qualifications, hours per day and days per year, rate of pay, and other pertinent information. The posting shall be dated, and shall state when the posting period is closed.
- d. If there are any members of the bargaining unit on a recall list who possess the required certification/licensure, the recall procedures shall be followed and the vacancy filled in that manner.
- e. If there are no bargaining unit members on a recall list for the area of certification/licensure required for the vacancy, any teacher who files a timely application for a vacancy in an area of certification/licensure that he/she possesses shall be offered an interview for the vacancy.

## **Classified**

- a. If there is a school support Employee on a recall list that is qualified for the vacancy, that Employee shall fill the vacancy. If there are no bargaining unit members on the recall list qualified for the vacancy, any support staff employee who files a timely application for a vacancy that he/she is qualified for shall be offered an interview for the vacancy.
- b. A school support Employee appointed to any position in accordance with this article shall be subject to a thirty (30) calendar days probationary period during which time, should the Employee prove to be unable to perform satisfactorily he/she may be returned to his/her original position.

## **6.04 Student Discipline**

- a. Teachers shall be responsible only for those detentions they assign for infractions of program related rules in their class.
- b. The Administration will supervise and/or enforce any disciplinary measures they enact.
- a. Any student offering verbal or physical threats, or verbal or physical assaults, on a faculty member shall be immediately suspended by the Administration pursuant to Ohio Revised Code 3313.66 and the Board adopted student discipline code.

## **6.05 Appraisal**

### **Certified Teachers**

Pursuant to Board policy 3220 Standards Based Evaluation, the formal program of professional staff appraisal will be accomplished through the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education in 2011, or as otherwise modified by the State Board of Education.

### **Standards Based Teacher Evaluation**

Teacher evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each teacher and assigning an effectiveness rating based in equal part upon teacher performance and student growth.

Each teacher evaluation will result in an effectiveness rating of:

- A. accomplished;
- B. skilled;
- C. developing; or
- D. ineffective.

The specific standards and criteria for distinguishing between these ratings/levels of performance shall be the same as those developed by the State Board of Education.

Fifty percent (50%) of each evaluation will be based upon teacher performance and fifty percent (50%) on multiple measures of student growth as set forth herein.

### **Assessment of Teacher Performance**

Teacher performance will be evaluated during formal observations and periodic informal observations also known as "classroom walkthroughs." Such performance, which will comprise fifty-percent (50%) of a teacher's effectiveness rating, will be assessed through a holistic process by trained and credentialed evaluators based upon the *Ohio Standards for the Teaching Profession*:

All instructors who meet the definition of "teacher" under R.C. 3319.111 shall be evaluated based on at least two (2) formal observations, of at least thirty (30) minutes each, and periodic classroom walkthroughs each school year.

Teachers on a limited contract who are under consideration for renewal/nonrenewal shall receive at least three (3) formal observations in addition to periodic classroom walkthroughs unless the Superintendent waives the third observation.

The Board shall evaluate a teacher receiving a rating of "Accomplished" every three (3) years as long as the teacher's student growth measure for the most recent school year is average or higher.

The Board shall evaluate a teacher receiving a rating of "Skilled" every two (2) years as long as the teacher's student growth measure for the most recent school year is average or higher.

In any year in which a teacher who has not been formally evaluated as result of having previously received a rating of "Accomplished" or "Skilled", a credentialed evaluator shall conduct at least one observation of the teacher and hold at least one conference with the teacher.

Evaluations will be completed by May 1<sup>st</sup> and each teacher will be provided a written report of the results of his/her evaluation by May 10<sup>th</sup>. Written notice of nonrenewal will be provided by June 1<sup>st</sup>.

In evaluating teacher performance in these areas, the Board shall utilize the measures set forth by the Ohio Department of Education's OTES "Teacher Performance Evaluation Rubric" for instructional planning, instruction and assessment, and professionalism, set forth in the Evaluation Handbook.

Each teacher evaluated under this policy shall annually complete a "Self-Assessment," utilizing the Self Assessment Summary Tool provided in the Evaluation Handbook.

### **Formal Observation Procedure**

At the initial staff meeting commencing the school year, the Principal will notify the staff of the evaluation schedule, including the months during which the first and second observations will occur. The first formal observation shall be preceded by a conference between the evaluator and the employee prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed.

The second observation will be unannounced.

A post-observation conference shall be held within ten (10) days of each formal observation.

### **Informal Observation/Classroom Walkthrough Procedure**

- A. Classroom walkthroughs shall not unreasonably disrupt and/or interrupt the learning environment.
- B. There will be a total of two walkthroughs, which will be no more than twenty minutes in length. Data gathered from the walkthrough may be placed on the form in the Evaluation Handbook or provided to the employee electronically.
- C. A final debriefing and completed form must be shared with the employee within ten (10) days.

### **Assessment of Student Growth**

Student growth will be measured by assessing achievement for an individual student occurring between two (2) points in time. A student who has forty-five (45) or more absences (excused or unexcused) for the school year will not be included in the determination of student academic growth.

### **Final Evaluation Procedures**

Each teacher's performance rating will be combined with the assessment of student growth measures to produce the summative evaluation rating, based upon the current OTES evaluation framework.

The evaluator shall provide that each evaluation is submitted to the teacher for his/her acknowledgement by written receipt. A teacher's signature does not necessarily indicate agreement.

### **Professional Growth Plans and Professional Improvement Plans**

Based upon the results of the annual teacher evaluation as converted to the "Evaluation Matrix" above, each teacher must develop either a professional growth plan or professional improvement plan as follows:

- A. Teachers whose performance rating indicates above expected levels of student growth will develop a professional growth plan utilizing the components set forth in the "Teacher Evaluation Form."
- B. Teachers whose performance rating indicates expected levels of student growth will develop a professional growth plan collaboratively with his/her credentialed evaluator utilizing the components set forth in the "Teacher Evaluation Form".
- C. Teachers whose performance rating indicates below expected levels of student growth will develop a professional improvement plan with their credentialed evaluator. The administration will assign the evaluator for the subsequent evaluation cycle and approve the professional improvement plan, utilizing the components set forth in "Teacher Evaluation Form."

### **Core Subject Teachers - Testing for Content Knowledge**

Core subject area teachers must register for and complete all written examinations of content knowledge selected by the Ohio Department of Education if the teacher has received an effectiveness rating of "Ineffective" on his/her annual evaluation for two (2) of the three (3) most recent school years.

- a. If a teacher passes the examination set forth above and provides proof of that passage to the Board, the teacher will be required, at the teacher's expense, to complete professional development that is targeted to the deficiencies identified in the teacher's evaluations conducted under this policy.
- b. The following may be grounds for termination of a teacher pursuant to R.C. 3319.16:
  - A. failing to complete all required written examinations under this section;
  - B. a failing score on a written examination(s) taken pursuant to this section;
  - C. a rating of "ineffective" on the teacher's next evaluation after passing all written examinations pursuant to this section and after completion of the required professional development; or
  - D. failure of a teacher to complete the required professional development.
- c. Any teacher passing the examination set forth above will not be required to take the examination again for three (3) years, regardless of the teacher's evaluation ratings or the performance index score ranking of the building in which the teacher teaches.
- d. No teacher shall be responsible for the cost of taking an examination set forth above.

### **Retention and Promotion Decisions/Removal of Poorly Performing Teachers**

It is the purpose of this Standards-Based Teacher Evaluation Policy to improve the quality of instruction, enhance student learning and strengthen professional competence through meaningful feedback and targeted professional development. In addition, the evaluations produced will serve to inform the Board on employment decisions, i.e., retention, promotion of teachers, renewal of teaching contracts, and the removal/nonrenewal of poorly performing teachers.

### **Removal of Poorly Performing Teachers**

- a. Poorly performing teachers may be removed, upon recommendation of the Superintendent, either through nonrenewal or termination.
- b. Removal of poorly performing teachers will be in accordance with the nonrenewal and termination statutes of the Ohio revised code.
- c. Nothing in this policy will be deemed to prevent the Board from exercising its rights to nonrenew, terminate, or suspend a teaching contract as provided by law. The evaluation system and procedures set forth in this policy shall not create an expectation of continued employment for teachers on a limited contract that are evaluated under this policy. The Board reserves the right to nonrenew a teacher evaluated under this policy in accordance with R.C. 3319.11 notwithstanding the teacher's summative rating.
- d. Any teacher receiving written notice of the intention of the Board not to reemploy, may, within ten (10) days of the date of which s/he received the notice, file with the Treasurer of the Board a written demand for a written statement describing the circumstances that led to the recommendation for non-renewal. The Treasurer, within ten (10) days after receipt of a teacher request, shall provide the teacher with substantive basis for the Board's decision not to reemploy the teacher.
- e. Any teacher receiving a written statement describing the circumstances that led to the recommendation for non-renewal may, within five (5) days of the date on which s/he received the statement, file with the Treasurer of the Board a written demand for a hearing before the Board. The Treasurer of the Board, on behalf of the Board, shall, within ten (10) days of the date on which s/he receives a written demand for a hearing, provide to the teacher a written notice setting forth the time, date, and place of the hearing. The Board shall schedule and conclude the hearing within forty (40) days of the date on which the Treasurer of the Board receives a written demand for a hearing.

### **Appraisal – School Counselors**

Pursuant to Board policy 3223 Standards Based School Counselor Evaluation, the formal program of school counselor appraisal will be accomplished through the Ohio School Counselor Evaluation System as adopted by the Ohio State Board of Education in 2016, or as otherwise modified by the State Board of Education.

### **Standards-Based School Counselor Evaluation**

School Counselor evaluations will utilize multiple factors and assign one of four final summative ratings:

- A. Accomplished;
- B. Skilled;
- C. Developing; and
- D. Ineffective.

The standards and criteria for these ratings shall be the same as those described by OSCES.

### **Assessment of School Counselor Performance**

School counselors' performance will be evaluated during formal and informal observations. Such performance will be assessed through a holistic process by trained and credentialed evaluators based upon the following standards from *Ohio Standards for School Counselors*.

- A. Comprehensive School Counseling Program Plan;
- B. Direct Services for Academic, Career and Social/Emotional Development;
- C. Indirect Services: Partnerships and Referrals;
- D. Evaluation and Data;
- E. Leadership and Advocacy; and
- F. Professional Responsibility, Knowledge and Growth.

Each school counselor subject to evaluation will be evaluated by a person who has completed the OSCES training as required by the Ohio Department of Education.

## **Formal and Informal Observations**

- A. School counselors shall be evaluated based on at least two formal observations of at least thirty minutes each and (an) informal observation(s) each school year.
- B. A high-performing school counselor may be evaluated less frequently, as provided in Section 3319.111 of the Revised Code.

Evaluations will be completed by May 1, and each school counselor will be provided a written report of the results of his/her evaluation by May 10. Written notice of nonrenewal will be provided by June 1.

Each school counselor evaluated under this Policy shall annually complete a "Self-Assessment" utilizing the Self-Assessment Summary Tool approved by the administration.

Neither formal nor informal observations will be conducted when school counselors are engaged in counseling activities with students that require confidentiality.

The first formal observation shall be preceded by a conference between the evaluator and the school counselor prior to the observation so the school counselor may explain plans and objectives for the classroom situation to be observed. The second observation should be unannounced.

(An) informal observation(s) should be conducted and should be of sufficient duration to allow the evaluator to assess the focus of the observation.

## **Assessment of Student Metrics**

The Superintendent will approve student metrics for school counselor evaluations to assess skills in academics, career, and social development, and the school counselor's ability to produce positive student outcomes. Data from these approved measures of student growth will be scored on four levels, with a score of "1" being the lowest and "4" being the highest.

## **Final Evaluation Procedures**

Each school counselor's performance rating for each of the six standards will be combined with the assessment of student metric to produce a final summative rating.

Each evaluator shall obtain the school counselor's signed acknowledgment of the final evaluation and submit that signed acknowledgment to the Superintendent.

## **Professional Growth Plans and Professional Improvement Plans**

Based upon the results of the annual evaluations conducted in accordance with this Policy, each school counselor must develop either a professional growth plan or professional improvement plan as follows:

- A. School counselors with a final summative rating of "Accomplished" will develop a professional growth plan.
- B. School counselors with a final summative rating of "Skilled" will develop a professional growth plan collaboratively with their evaluator.
- C. School counselors with a final summative rating of "Developing" will develop a professional growth plan collaboratively with their evaluator. The Principal must approve their professional growth plan.
- D. School counselors with a final summative rating of "Ineffective" will develop an improvement plan with their evaluator. The Principal must approve the improvement plan.

As applicable, professional growth or improvement plans must be completed each school year. The Board retains the discretion to place a school counselor on an improvement plan at any time based on deficiencies in any individual component of the evaluation system.

## **Removal of Poorly Performing School Counselors**

Removal of poorly performing school counselors will be in accordance with the nonrenewal and termination statutes of the Ohio Revised Code and/or the relevant provisions of the collective bargaining agreement in effect between the Board and the Portage Lakes Education Association. Nothing will be deemed to prevent the Board from exercising its rights to nonrenew, terminate, or suspend a school counselor contract as provided by law and the terms of the collective bargaining agreement in effect between it and the Portage Lakes Education Association. This evaluation system and the procedures set forth shall not create an expectation of continued employment for employees on a limited contract that are evaluated under this policy. The Board reserves the right to nonrenew a school counselor evaluated under this policy in accordance with Section 3319.11 of the Revised Code notwithstanding the school counselor's final summative rating.

### **Appraisal - Certified Staff**

- a. Each school support person shall be evaluated a minimum of once yearly by January 30 by his/her Immediate Supervisor. The purpose of the evaluation is to establish an objective, standardized method for determining an Employee's work performance and to constitute the basis for personnel decisions.
- b. Any Employee whose performance has been found to be deficient to the extent that a recommendation of contract non-renewal and termination is a possibility will be so advised in writing and will be subject to a second evaluation to be performed prior to April 1.
- c. Each evaluation shall be based on observation of the Employee's work performance. The evaluation criteria shall be based on observation of the employee's total work performance throughout the year based on the Employee's job description and shall be recorded on an evaluation instrument. All deficiencies must be noted, and specific recommendations for improvement shall be incorporated into a written plan of assistance. Job descriptions may be revised by the Administration and approved by the Board but will not be altered without the opportunity to provide input from the affected Employee and PLEA.
- d. The Employee shall be given a completed formal evaluation. The employee shall have the right to make a written response to the evaluation report which will be placed in the Employee's personnel file. The final copy to be placed in the Employee's file shall be signed by both parties. Employee's signature should not be construed as evidence that the Employee agrees with the evaluation.

### **6.06 Discipline**

Non-renewal, termination, suspension, demotion, or other disciplinary action against a support staff Employee shall be subject to the following standards of fairness:

- a. The Employee will have had prior warning or knowledge of the disciplinary consequences of his/her conduct.
- b. Prior to administering discipline, the Administrator will seek to discover whether or not the Employee actually violated a rule or policy.
- c. The Administrator will conduct a fair and objective investigation.
- d. The Administrator will have provided substantial evidence to support the charge.
- e. Administration will have applied its rules, orders and penalties even-handedly and without discrimination to all Employees.
- f. The degree of discipline will be reasonably related to the seriousness of the offense.

## **Disciplinary Conferences**

- a. A teacher and the PLEA President shall be notified in writing of any disciplinary conference and the nature of the topic to be discussed, no later than 1:00 p.m. on the day before such conference is scheduled. Administrative conferences on discipline may be held during the workday, unless the teacher elects otherwise.
- b. Teachers shall have the right to be represented by the Association at any meeting with the Administration.

## **6.07 Personnel Files**

- a. All Employees shall have access to their files in accordance with those rights found in ORC Chapter 1347 and consistent with the procedures in this Section.
- b. Personnel files shall be made available within twenty-four (24) hours after receiving written notice. A representative of the Association may accompany an Employee in reviewing the Employee's files. If an administrator deems a parent or student complaint about an Employee is serious enough to be placed in the Employee's file, the Employee will be notified within two (2) workdays.

If an Employee disputes the accuracy, relevancy, timeliness, or completeness of information in his/her file, he/she may request, in person or in writing, that the Superintendent review the current status of information. This review may include a conference with the Superintendent. Every statement will include a place for the Employee's signature prior to being placed in the file. If after the review the disagreement still exists, then the issue may be referred to the grievance procedure. This review does not apply to teaching/performance appraisal.

## **6.08 Part-Time/Full-time Contracts**

- a. Teachers employed for fifty percent (50%) or less of a full day shall be considered part time. Teachers employed for more than fifty percent (50%) of a day for twenty (20) days shall be awarded a full-time teaching position where a vacancy occurs. This provision does not apply to substitute teachers.
- b. All resigned positions shall be filled, if possible, with a full-time contracted teacher.

## **6.09 The Teacher Year**

- a. The teacher year shall consist of one hundred eighty four (184) days for returning teachers and one hundred eighty eight (188) days for new teachers. Portage Lakes Joint Vocational School District will schedule its calendar around that of the home schools whenever possible.
- b. All teachers shall attend one In-Service day prior to the arrival of students and three (3) professional days for all teachers without students attending, defined as follows: the equivalent of one-half (1/2) day for evening new student orientation, the equivalent of one-half (1/2) day for evening recruitment, and two (2) Staff Development Days. Four (4) additional full In-Service days for new faculty shall be scheduled mutually with the Superintendent.
- c. Prior to the arrival of students there shall be an In-Service day for all faculty. Meetings by the Administration shall be no longer than two (2) hours. No less than three (3) hours shall be reserved for teachers to individually plan for student arrival. One (1) hour shall be scheduled for a PLEA meeting.
- d. By June of the previous year, the Board shall have adopted and circulated to all employees the annual calendar of all duty days teachers are required as per contract.

#### **6.10 Work Day - Certified**

- a. The defined workday of teacher attendance shall be no more than seven (7) hours/fifteen (15) minutes, including a minimum of thirty (30) minutes for duty free lunch. Beginning and ending times shall be according to the individual teacher's schedule.
- b. Planning Time – Each teacher shall be granted, during the regular scheduled workday, a minimum of one (1) class period for planning and/or conference. This planning/conference time shall be in addition to thirty (30) minutes duty free lunch.

Teachers' planning periods prior to the end of the workday will be scheduled for Teacher/Administration interaction when mutually agreeable by the teacher and the concerned administrator.

With prior notice, Teachers' conference periods may be scheduled for Teacher/Administration interaction as needed.

- c. Professional Dress – Instructors are expected to model professional standards for their students, such as male instructors wearing a tie except when lab coats are appropriate.
- d. Career Technical Teachers whose daily assignment only includes a double lab, conference period, and duty-free lunch shall be paid the sum of Two Thousand Dollars (\$2,000) per school year. No academic teacher shall teach more than seven (7) periods per day unless the teacher is assigned by Administration to teach 8 periods, in which case he/she shall be paid the sum of \$2,000.

#### **Work Day – Classified**

The normal workday for school support Employees shall not exceed eight (8) hours. The workday shall include sixty (60) minutes of paid lunch/break time, with time(s) being approved by the immediate supervisor. Beginning and ending times to meet institutional needs can be changed no more than two (2) times per school year (unless an emergency) after the Superintendent confers with the PLEA President. A minimum of two weeks or longer notice will be given to the employee.

#### **6.11 Sign-Out/Sign-In Procedure (Excludes Lunch)**

Staff members shall sign-out/sign-in during the workday for school related business after notifying the Principal. The sign-out/sign-in ledger sheet shall be located at a designated area by the Principal. Staff members who utilize this procedure shall provide his/her sign-out destination. This excludes the employee's lunch.

#### **6.12 Summer Work Schedule**

During the summer months, all employees shall work the day shift except when program or summer projects necessitate a change.

#### **6.13 Scheduling**

Prior to final scheduling, the Principal shall consult with the teacher on any proposed changes in class scheduling by August 10, if possible.

Every effort will be made to schedule all senior labs offering early placement in the afternoon, and the academic class size will not exceed a ratio of thirty (30) students to one (1) teacher.

#### **6.14 Assignments**

- a. Decisions concerning room/lab relocation or alteration, curriculum content, and curriculum area shall be discussed by August 10 with the teacher involved prior to the final decision.

- b. Duty assignments for each year will be discussed with the teacher prior to completion of the master schedule by August 10, if possible.

#### **6.15 Faculty Attendance**

- a. A teacher shall follow the building notification procedure as soon as he/she decides a substitute will be needed. The substitute will be kept on duty until the regular employee notifies the Principal that he/she is returning and able to assume his/her duties.
- b. Reporting of Absence – Outside normal working hours, the reporting off for any absence from work by a teacher shall be done by phone as soon as possible.

#### **6.16 Substitute Teachers**

- a. Whenever possible, the substitute will be certified/licensed in the area of the subject to be taught.
- b. In all cases of teacher absence, the Principal will make every effort to secure the necessary substitute teacher.
- c. If a substitute cannot be retained, the Principal may request a regular teacher to substitute during his/her planning period.

#### **6.17 Advisory Committees**

- a. Building – The Superintendent will meet with staff members to consider their opinions and suggestions in the planning of new buildings and additions to buildings.
- b. Teachers – Career Technical Education Teachers will meet formally at least once with their designated advisory committee during the school year.

These meetings may be scheduled during the workday and completed by February 28.

Agendas, minutes and signed rosters of these meetings will be provided to the Principal.

- c. Advisory committees must have a minimum of three (3) external members.

#### **6.18 Faculty Facilities/Care**

- a. The Board shall provide for and maintain:
  - At least one (1) staff workroom, furnished with chairs and work tables.
  - Telephone services will include reporting of incoming messages and reasonable privacy to conduct business. Teachers will be notified immediately in case of emergency.
  - No student is permitted in the teacher workroom.
  - A reserved faculty parking area.
  - Effective sound barriers on alternating classrooms, when and if possible.
  - A lounge area for use by teachers and other staff.
- b. Facility Care
  - Ice and snow removal shall be maintained in all faculty parking lots and sidewalks.
  - Teachers are only responsible for reporting to the Principal where proper cleaning, maintenance of classrooms, offices, etc., or repairs of equipment are necessary.
  - Lab areas shall be regularly maintained by the students under the teacher's direction as part of their required training.
  - Teachers shall be responsible for those items of equipment and property for which they have singular control over security, but shall not be liable for costs of repairs or replacement. Teachers shall submit inventories of books and equipment by the end of the school year.

### **6.19 Fee Collection**

- a. The method of collection of fees will be established through guidelines approved by the Portage Lakes Joint Vocational School District Board of Education.
- b. The Treasurer will discuss with the President of the Association any changes that may be made prior to Board approval.

### **6.20 Clerical Attendance Duties**

Teachers shall only be required to take daily and period attendance. Other attendance related record keeping shall be completed by classified personnel.

### **6.21 Evening School**

- a. The Board agrees to permit full time staff members to register for Adult Evening School programs without charge providing vacancies exist between minimum enrollment requirements and maximum class size.
- b. Portage Lakes Joint Vocational School District teachers shall be given priority for any available positions. Final selection will be made by the Superintendent.

### **6.22 Responsibility To Students**

- a. Career-Technical Education teachers shall be responsible for assisting the graduating student in finding employment.
- b. Assistance to Students – Teachers shall give every reasonable assistance to students in their studies when a student's lack of progress is due to absence caused by illness. The teacher is expected to give each individual help as may be necessary to assist the student in making up work which has been missed.

## **ARTICLE VII. REDUCTION IN FORCE/RECALL**

When by reason of decreased enrollment of pupils, elimination of programs, return to duty of regular teachers after leaves of absence, or by reason of suspension of schools or territorial changes affecting the District, it becomes necessary to reduce the number of Employees, the Board may make a reasonable reduction.

For purpose of Reduction in Force/Recall, there shall be the following classification groups:

(a) Certified Personnel, (b) Maintenance, (c) Maintenance/Custodial, (d) Secretarial/Clerical, and (e) Classroom Aide.

Recall shall mean the right to return to active employment service from layoff period.

Reduction in Force shall mean reducing the number of staff positions by method of contract suspension.

Suspension shall mean layoff from active employment.

Prior to taking such action, the Superintendent shall meet with the Association representatives to discuss the specific reason for such reduction and the specific positions which shall be affected. Such notice shall be sent no later than April 30 of the school year immediately prior to the intended staff reduction. The Association shall reply with any concerns regarding the plan, whether in the merits, procedure, or any other effects on the contract between the parties.

In making such determination, the Superintendent shall:

- 1) Have posted to every bargaining unit Employee prior to April 30 the following:
  - A seniority list of all teachers in the system in their areas of licensure/certification. Teachers shall be placed on all lists for which they are certified.
  - Seniority list of all non-certified Employees showing the seniority of each Employee.

- A RIF list of those specific positions and Employees to be reduced in the system.
  - A recall list compiled from the seniority lists described above.
- 2) Proceed to recommend Board suspension of contracts in accordance with the following procedure:
- Recommend not employing replacements in those positions open for the next school year.
  - Recommend, if any additional Reduction In Force is deemed necessary, the suspension of limited contracts of personnel holding the least seniority at Portage Lakes Joint Vocational School District in their area(s) of certification or classification group.
  - Recommend, if additional reductions are still necessary, the suspension of those continuing contracts which have the least seniority in Portage Lakes Joint Vocational School District, in their area(s) of certification pursuant to Ohio Revised Code 3319.17 or classification group.
- 3) Determine seniority by the length of continuous service in Portage Lakes Joint Vocational School District. Among those with the same length of continuous service, seniority shall be determined by the date of the Board meeting at which the teacher was hired.

**NOTE:** Length of continuous service will not be interrupted or affected by authorized leaves of absence. The continuous service of any employee who has returned to employment following resignation or other termination of employment will be measured from date of return to service.

#### Bumping

A bargaining unit member who is notified that he/she is to be laid-off will have the right to displace any less senior Employee within his/her classification group when the Employee has met minimum qualifications.

#### Recall of Employees

In the area of recall of staff following a Reduction in Force, the Board shall:

- Offer reemployment to an Employee whose name appears on a recall list when a position becomes available for which the Employee meets minimum qualifications.
- Offer to Employees on the recall list(s), positions for which they are certified/qualified in order of seniority at the time of lay-off.
- No new Employees shall be employed by the Board while there are Employees on the recall list who are certified/qualified for any opening.
- Employees shall be restored to employment on a last out/first in basis to any position for which they are certified/qualified.
- The date of certification(s) shall not affect seniority status of any teacher.
- Teachers who can achieve new licensure/certification in other areas for which their system-wide seniority could make them eligible shall be given until April 15, of the lay-off year, to show evidence that such eligibility does or will occur prior to September 1. The Superintendent shall change the RIF list according to the aforementioned procedure.
- Give written notice of reemployment by sending a certified letter to each laid-off Employee at his/her last known address, with a simultaneous copy to the Association.
- It shall be the responsibility of each Employee to notify the Board of any change of address. The Employee's address, as it appears on the Board's records, shall be conclusive when used in connection with an offer of reemployment or of other notice to the Employee.

- If an employee fails to accept the offer of reemployment in writing within fifteen (15) calendar days, excluding Saturdays, Sundays, and holidays, or within five (5) days if the offer is delivered within ten (10) days prior to the start of a school year or semester from the date said offer is delivered by certified letter at the last known address of the Employee, said Employee shall be considered to have rejected said offer, and shall be removed from the Reduction In Force recall list.
- An Employee on the Reduction in Force recall list shall, upon accepting an offer of reemployment, return to the system with the same seniority, accumulation of sick leave and salary schedule placement as the teacher would have received in the year following layoff or contract suspension.
- Employees will remain on the recall list for a period of twenty-four (24) months following the layoff. The laid-off Employee will notify the Superintendent's office prior to March 1 of each year of his/her availability for employment or be removed from the Reduction In Force recall list.

Bargaining unit members will be given preferential consideration as substitutes for their area of licensure/certification. However, employment as a substitute shall not disqualify that employee from continued placement on the recall list, nor shall declining work as a substitute constitute a refusal of employment for purposes of unemployment benefits.

## **ARTICLE VIII. SALARY AND FRINGE BENEFITS**

### **8.01 Payroll Deduction**

- a. The Board shall institute a mandatory Direct Deposit of paychecks for employees at their designated financial institution.
- b. Tax Shelter Annuity Plan deductions shall be provided.
- c. Any and all deductions requested by an employee shall be processed.
- d. The Treasurer shall, when authorized on the basis of individually signed voluntary authorization cards, deduct the dues/fees check-off from the pay of every such authorizing member of the Association and pay such dues/fees to the Treasurer of the Association. The deductions shall be in sixteen (16) equal consecutive payments beginning in November. Authorization forms are due in the Treasurer's Office no later than two (2) weeks prior to the first payroll in November.

### **8.02 Salary Schedule Guidelines**

#### **Certified Staff**

- a. The schedule shall be a single salary schedule. This salary schedule is based on professional training, college degrees, related work experience, and teaching experience. In order to receive credit for one (1) year of experience, a teacher must have been under contract as a supervisor, principal, regular or substitute classroom teacher, and must have served in such capacity for one hundred twenty (120) days in any school year as defined in Section 3317.13, Ohio Revised Code.
- b. Transfer of Experience – Upon the Superintendent's recommendation, the Board may allow transfer of up to fifteen (15) years of teaching experience to newly hired teachers.
- c. Work Experience

Degreed – Upon the Superintendent's recommendation, practical work experience will be granted on the salary schedule to degreed Employees for each year up to a ten (10) year maximum for salary schedule placement at Step 10. The work experience must be documented.

Non-Degreed – Five (5) years experience directly related to program teaching area will equal the base (Bachelor's degree/Step 0) of the salary schedule. Any additional directly

related work experience may be credited up to a ten (10) year maximum for salary schedule placement (Bachelor's degree/Step 10). For non-degreed Employees, the work experience must be documented.

- d. All teachers must have on file with the Superintendent prior to September 15 an official transcript of credits from a college or university and a valid teacher's certificate.
- e. Any teacher who expects to receive credit for additional training required must furnish in writing to the Superintendent, by September 15 of any school year, the amount of additional training to be completed. By September 30, said teacher shall furnish an official transcript from an accredited college or university, or a letter stating that transcript is forthcoming will be accepted in lieu of transcript.
- f. All teachers shall notify the Treasurer of the Board within ten (10) calendar days after receiving a contract as to whether or not the contract will be accepted. Contracts must be mailed or offered by the 30<sup>th</sup> of May.
- g. Teachers whose contracts are acted upon following the last day of school shall be notified within ten (10) calendar days following the Board's decision.
- h. Deductions for days absent shall be calculated by dividing the annual salary by the number of teacher's contracted days.
- i. Upon termination of employment by the employee, the teacher shall receive the balance of his/her pay, less deductions permitted by law, at the end of the school year upon request. Benefits will continue through August if the employee has completed the contracted days of employment. All benefits are terminated on effective retirement date.
- j. Definition of Salary Columns – I = A Bachelor's degree and other personnel with five (5) years experience; II = twelve (12) semester hours or fifteen (15) quarter hours beyond a Bachelor's degree, or twelve (12) semester hours or fifteen (15) quarter hours after receiving a professional license; III = thirty (30) semester hours (or equivalent quarter hours) above a Bachelor's degree or above a professional license; IV = Master's degree personnel or Bachelor's degree with forty-two (42) semester hours or equivalent quarter hours above a Bachelor's degree or above a professional license; V = Master's degree personnel with fifteen (15) graduate semester hours above a Master's degree; VI = Master's degree personnel with thirty (30) graduate semester hours above a Master's degree.

Movement to Column IV requires the teacher to actually earn forty-two (42) semester hours or equivalent quarter hours beyond the Bachelor's degree or above a professional license.

Hours must be completed at an accredited college or university approved by the Ohio Board of Regents or the equivalent if completed out of state.

### **Classified Staff**

- a. Support staff advance on the salary schedules for step increases on July 1 each year.
- b. Support staff who move from one job classification to another maintain the same step on the new salary schedule as on their former salary schedule until advancing when July 1<sup>st</sup> next occurs.
- c. Transfer of Experience – The Board may allow up to four (4) years of comparable experience (equivalent to placement on Step 4) to newly hired support staff.
- d. Salary Groups – Classified staff will be paid in accordance with the respective salary schedules as follows:

Salary Group I  
 Administrative Assistant  
 Full-time Secretaries

Salary Group II  
 Maintenance

Salary Group III  
 Maintenance/Custodial

Salary Group IV  
 Classroom Aides

**8.03 Longevity**

**Classified**

On the employee's anniversary date following the completion of ten (10) years of continuous service with the Board, support staff employees will be paid a longevity bonus of seventy-five cents (\$0.75) per hour above the Employee's hourly rate.

**Certified**

Following the completion of ten (10) years of continuous service with the Board, teachers will be paid an annual longevity bonus of \$400.00.

**8.04 Attendance Bonus**

All employees may earn a three hundred (\$300.00) bonus by having at least a 98% attendance rate the previous year (July 1 through June 30). All days away from work will count against the employee's attendance except for jury duty, holidays, funeral leave, and professional leave. There will be no make-up of absence days in order to be entitled to the bonus. The bonus will be paid on or before September 15<sup>th</sup>.

**Annual Signing Bonus**

Effective July 1, 2017 a signing bonus equal to 4% of the employee's base salary will be paid to employees on September 15<sup>th</sup> of each year of this agreement.

Salary is determined using the employees' calculated annual pay rate on September 1<sup>st</sup> of each year.

**8.05 Salary Schedules - Classified Staff –July 1, 2017 – June 30, 2020**

<b>SALARY SCHEDULE - CLASSIFIED STAFF JULY 1, 2017 - JUNE 30, 2018</b>				
<b>Step</b>	<b><u>Salary Group I</u> <u>Administrative Assistant</u> <u>Full-time Secretaries</u></b>	<b><u>Salary Group II</u> <u>Maintenance</u></b>	<b><u>Salary Group III</u> <u>Maintenance</u> <u>Custodial</u></b>	<b><u>Salary Group IV</u> <u>Classroom Aides</u></b>
<b>0</b>	15.63	23.04	17.17	13.82
<b>1</b>	16.08	23.48	17.57	14.25
<b>2</b>	16.55	23.96	18.03	14.70
<b>3</b>	17.01	24.39	18.47	15.15
<b>4</b>	17.42	24.84	18.93	15.63
<b>5</b>	17.87	25.29	19.38	16.08
<b>8</b>	18.32	25.74	19.86	16.50
<b>10</b>	18.78	26.17	20.29	16.94
<b>12</b>	19.22	26.60	20.76	17.36
<b>14</b>	19.71	27.03	21.19	17.81
<b>16</b>	20.30	27.84	21.83	18.34

**SALARY SCHEDULE - CLASSIFIED STAFF JULY 1, 2018 - JUNE 30, 2019**

<b>Step</b>	<b><u>Salary Group I</u> <u>Administrative Assistant</u> <u>Full-time Secretaries</u></b>	<b><u>Salary Group II</u> <u>Maintenance</u></b>	<b><u>Salary Group III</u> <u>Maintenance</u> <u>Custodial</u></b>	<b><u>Salary Group IV</u> <u>Classroom Aides</u></b>
<b>0</b>	15.79	23.27	17.34	13.95
<b>1</b>	16.24	23.72	17.75	14.39
<b>2</b>	16.72	24.20	18.21	14.84
<b>3</b>	17.18	24.64	18.66	15.30
<b>4</b>	17.60	25.08	19.12	15.79
<b>5</b>	18.05	25.54	19.58	16.24
<b>8</b>	18.50	26.00	20.06	16.67
<b>10</b>	18.96	26.43	20.49	17.11
<b>12</b>	19.41	26.87	20.96	17.54
<b>14</b>	19.90	27.30	21.40	17.98
<b>16</b>	20.50	28.12	22.04	18.52

**SALARY SCHEDULE - CLASSIFIED STAFF JULY 1, 2019 - JUNE 30, 2020**

<b>Step</b>	<b><u>Salary Group I</u> <u>Administrative Assistant</u> <u>Full-time Secretaries</u></b>	<b><u>Salary Group II</u> <u>Maintenance</u></b>	<b><u>Salary Group III</u> <u>Maintenance</u> <u>Custodial</u></b>	<b><u>Salary Group IV</u> <u>Classroom Aides</u></b>
<b>0</b>	15.95	23.50	17.52	14.09
<b>1</b>	16.40	23.95	17.93	14.54
<b>2</b>	16.89	24.44	18.39	14.99
<b>3</b>	17.35	24.88	18.84	15.45
<b>4</b>	17.77	25.34	19.31	15.95
<b>5</b>	18.23	25.80	19.77	16.40
<b>8</b>	18.69	26.26	20.26	16.84
<b>10</b>	19.15	26.70	20.70	17.28
<b>12</b>	19.61	27.14	21.17	17.71
<b>14</b>	20.10	27.57	21.62	18.16
<b>16</b>	20.70	28.40	22.26	18.71

8.06 **Salary Schedules – Certified Staff - July 1, 2017 - June 30, 2020**

**CERTIFIED STAFF SALARY SCHEDULE JULY 1, 2017 - JUNE 30, 2018**

<b>Step</b>	<b>Bachelors</b>	<b>Bachelors + 12 SH or + 15 QH</b>	<b>Bachelors + 30 SH</b>	<b>Masters or BA + 42 SH</b>	<b>Masters + 15</b>	<b>Masters + 30</b>
<b>0</b>	36,751	38,221	39,691	41,161	42,631	44,101
<b>1</b>	38,533	40,058	41,528	42,999	44,469	45,939
<b>2</b>	40,316	41,896	43,366	44,836	46,306	47,776
<b>3</b>	42,098	43,734	45,204	46,674	48,144	49,614
<b>4</b>	43,881	45,571	47,041	48,511	49,981	51,451
<b>5</b>	45,663	47,409	48,879	50,349	51,819	53,289
<b>6</b>	47,445	49,246	50,716	52,186	54,024	55,494
<b>7</b>	49,227	51,084	52,554	54,024	56,229	57,331
<b>8</b>	51,010	52,921	54,575	56,229	58,434	59,536
<b>9</b>	52,793	54,759	56,596	58,434	60,639	61,741
<b>10</b>	54,575	56,596	58,617	60,639	62,844	63,947
<b>11</b>	56,357	58,434	60,639	62,844	65,049	66,152
<b>12</b>	58,140	60,271	62,660	65,049	67,254	68,357
<b>13</b>	59,922	62,109	64,682	67,254	69,459	70,562
<b>14</b>	61,705	63,947	66,702	69,459	71,664	72,767
<b>15</b>	63,488	65,784	68,724	71,664	73,869	74,972
<b>18</b>	65,325	67,622	70,929	73,869	76,074	77,177
<b>20</b>	67,162	69,459	73,134	76,074	78,279	79,382
<b>23</b>	69,000	71,297	75,339	78,279	80,484	81,587

**CERTIFIED STAFF SALARY SCHEDULE JULY 1, 2018 - JUNE 30, 2019**

<b>Step</b>	<b>Bachelors</b>	<b>Bachelors + 12 SH or + 15 QH</b>	<b>Bachelors + 30 SH</b>	<b>Masters or BA + 42 SH</b>	<b>Masters + 15</b>	<b>Masters + 30</b>
<b>0</b>	37,118	38,603	40,088	41,573	43,057	44,542
<b>1</b>	38,919	40,459	41,944	43,429	44,913	46,398
<b>2</b>	40,719	42,315	43,800	45,284	46,769	48,254
<b>3</b>	42,519	44,171	45,656	47,140	48,625	50,110
<b>4</b>	44,319	46,027	47,512	48,996	50,481	51,966
<b>5</b>	46,120	47,883	49,367	50,852	52,337	53,822
<b>6</b>	47,920	49,739	51,223	52,708	54,564	56,049
<b>7</b>	49,720	51,595	53,079	54,564	56,791	57,905
<b>8</b>	51,520	53,450	55,121	56,791	59,018	60,132
<b>9</b>	53,321	55,306	57,162	59,018	61,245	62,359
<b>10</b>	55,121	57,162	59,204	61,245	63,472	64,586
<b>11</b>	56,921	59,018	61,245	63,472	65,700	66,813
<b>12</b>	58,721	60,874	63,287	65,700	67,927	69,040
<b>13</b>	60,522	62,730	65,328	67,927	70,154	71,267
<b>14</b>	62,322	64,586	67,369	70,154	72,381	73,494
<b>15</b>	64,122	66,442	69,411	72,381	74,608	75,721
<b>18</b>	65,978	68,298	71,639	74,608	76,835	77,949
<b>20</b>	67,834	70,154	73,866	76,835	79,062	80,176
<b>23</b>	69,690	72,010	76,093	79,062	81,289	82,403

**CERTIFIED STAFF SALARY SCHEDULE JULY 1, 2019 - JUNE 30, 2020**

<b>Step</b>	<b>Bachelors</b>	<b>Bachelors + 12 SH or + 15 QH</b>	<b>Bachelors + 30 SH</b>	<b>Masters or BA + 42 SH</b>	<b>Masters + 15</b>	<b>Masters + 30</b>
<b>0</b>	37,490	38,989	40,489	41,988	43,488	44,987
<b>1</b>	39,308	40,864	42,363	43,863	45,362	46,862
<b>2</b>	41,126	42,738	44,238	45,737	47,237	48,736
<b>3</b>	42,944	44,613	46,112	47,612	49,111	50,611
<b>4</b>	44,763	46,487	47,987	49,486	50,986	52,485
<b>5</b>	46,581	48,362	49,861	51,361	52,860	54,360
<b>6</b>	48,399	50,236	51,736	53,235	55,110	56,609
<b>7</b>	50,217	52,110	53,610	55,110	57,359	58,484
<b>8</b>	52,036	53,985	55,672	57,359	59,608	60,733
<b>9</b>	53,854	55,859	57,734	59,608	61,858	62,982
<b>10</b>	55,672	57,734	59,796	61,858	64,107	65,232
<b>11</b>	57,490	59,608	61,858	64,107	66,357	67,481
<b>12</b>	59,308	61,483	63,920	66,357	68,606	69,731
<b>13</b>	61,127	63,357	65,982	68,606	70,855	71,980
<b>14</b>	62,945	65,232	68,043	70,855	73,105	74,229
<b>15</b>	64,764	67,106	70,105	73,105	75,354	76,479
<b>18</b>	66,638	68,981	72,355	75,354	77,603	78,728
<b>20</b>	68,512	70,855	74,604	77,603	79,853	80,977
<b>23</b>	70,387	72,730	76,854	79,853	82,102	83,227

**8.07 Supplemental Compensation**

a. All extra duty activities shall be the subject of a written supplemental contract between the Board and the Employee. All supplemental contracts will expire annually on June 30. Postings for all supplemental contracts will occur no later than May 25<sup>th</sup> of each year. Employee's supplemental contract shall include:

- A specific job title and job description.
- The maximum hours to be expended and compensation, beyond the established release time granted during the daily work schedule, shall be determined mutually by the Superintendent and the Association at the time the contract is offered.
- No member of the bargaining unit shall perform the duties normally associated with the supplemental contracts listed within this contract without receiving the stipulated pay for such duties.

<b>Supplemental Position</b>	<b>% of base salary</b>
Student Activities Advisor	4.0%
Nursing Services	4.0%
SkillsUSA Advisor	2.0%

b. All extended time shall be covered by supplemental contract and shall be paid at the teacher's per diem rate. Professional development or curriculum review extended time shall be paid at \$40.00 per hour with a maximum of \$240.00 per day.

- c. Staff members will be paid a stipend of \$40.00 per hour with a maximum of \$240.00 per day for days school is not in session and the staff member is required to accompany the student to a competitive event sponsored by a recognized state youth organization. Staff members will be paid \$100.00 per night when responsible for the supervision of students.

Staff members are required to turn in a time sheet to the Treasurer's office, by the last scheduled day for teachers when possible, in order to be considered for reimbursement.

#### **8.08 Severance Pay/Separation Pay**

- a. An Employee of the Portage Lakes Joint Vocational School District, upon retirement from active service under the provisions of the State Teachers Retirement System/School Employees Retirement System, or by death, shall receive severance pay equal to one fourth (25%) of up to two hundred sixty (260) days accumulated sick leave plus 10% of accumulated sick leave between two hundred sixty one (261) days and maximum sick leave referred to in section 5.01 e. of this agreement. Such payment shall be based on the daily rate of pay of the employee at the time of retirement or death. Receipt of the first retirement check constitutes evidence that retirement has occurred. The member must have been employed in the district a minimum of ten (10) years if hired after July 1, 2005.
- b. An employee upon separation (voluntary or otherwise) from employment with the District shall receive separation pay equal to thirty-three and one-third percent (33.33%) of up to ninety (90) days accumulated sick leave, for a maximum of thirty (30) days. Such pay shall be based on the daily rate of pay of the employee at the time of leaving the District, and payment shall be requested within one year of departure. Employees hired after September 1, 1982, are not eligible for separation pay.

The above payments shall be exempt from deductions except as provided by law.

- c. An employee cannot collect both severance and separation pay.

#### **8.09 Employee Benefits**

The Board shall provide all teacher members working twenty-five (25) or more hours per week, support staff working thirty (30) or more hours, and dependents of the bargaining unit with the following Board paid insurance with an employee cost equal to 15% of the monthly premium. Support staff employees working between twenty-five (25) and twenty-nine (29) hours per week will be provided 50% Board paid benefits.

Employees contracted for less than twenty-five (25) hours shall not be permitted to participate in any of the insurance programs.

The Board shall avoid the hiring of part-time teachers to fill full-time positions.

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

#### **Medical/Dental/Vision**

- A. The Board will pay 85% of the premium and full-time employees will pay 15%. Premiums shall be determined by the Stark County Schools Council.
- B. Premium holidays that are granted by the insurance provider will be passed on to employees when they become available.
- C. Stark County Schools Council

The Board of Education may fully meet its obligations to provide health, dental, and vision 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, vision and life insurance through the COG. The coverage shall be the standardized COG specifications.

The Association and the Board agree that the Board shall not be required to make available to and to inform members of the Association of any option to enroll in a health maintenance organization established pursuant to Chapter 1742 of the Ohio Revised Code.

### **Life Insurance**

The Board shall provide term life and accidental death and dismemberment coverage in the amount of \$50,000.00 for each employee.

Bargaining unit members may purchase additional term life insurance at the group rate, in \$5,000 increments, up to a maximum of \$50,000 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.

### **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.

## **8.10 Mileage/Support Staff Uniform Allowance**

- a. Mileage shall be reimbursed when approved by the Superintendent at the current IRS allowable rate per mile for driving privately owned automobiles on any school business. Mileage shall be calculated from the school site and return. Necessary parking fees shall be paid with a receipt.
- b. School business includes, but is not limited to the following trips:
  - (1) Co-operative teacher visits of student training stations,
  - (2) Professional meetings and activities,
  - (3) Attendance at meetings related to the improvement of instruction: student organizations/business and industry,
  - (4) Visits to the State Department, County Office, governmental agencies, etc.,
  - (5) Home visitations

Every effort should be made to conserve mileage through careful planning and sharing of transportation.

Custodial/Maintenance and Maintenance staff will be provided Portage Lakes Joint Vocational School District uniforms to be worn during the school year.

## **8.11 Student Organizations**

- a. Advisors shall receive reimbursement for the cost of attending all competitive activities pursuant to the Workshop/Seminar provisions of this Contract.
- b. If a student is eligible for skill competition, the Board will provide for reasonable (travel, lodging, and food expenses) expenses for the teacher in advance. Mileage and parking costs will not be reimbursed when district transportation is provided.
- c. Teachers will make every effort to attend regional, district, and state competitions when their students are involved. All other normal club activities shall be conducted during the normal student day as part of the teachers' instructional assignment.

## **8.12 Workshop and Seminar Expense**

- a. Any teacher must seek prior approval for reimbursement and/or release time to attend a workshop, seminar meeting, or convention by submitting an official request form to the Superintendent through the Principal.
- b. Reasonable costs shall be provided following teacher attendance at authorized workshops, seminar meetings, club competitions, and/or conventions of business of the Board.

## **8.13 Educational Reimbursement**

### **Certified Staff**

- a. All Career Technical Education teachers will be reimbursed for six (6) hours of tuition costs when this tuition expenditure is required in order to get the equivalency in the Bachelor's level of the salary schedule.
- b.
  - 1) The Board shall reimburse teachers (excluding teachers eligible under paragraph a of this section) at a rate of one-thousand five-hundred dollars (\$1,500) maximum per year for certification and/or graduate credit earned beyond the Bachelor's Degree which applies to the teaching field or teaching licenses of that individual or another field in which the Portage Lakes Joint Vocational School District has certified personnel employed. Course work must be completed at a college or university approved by the Ohio Board of Regents to grant the Bachelor's Degree or the equivalent if completed out of state. Course work may also be completed at an Ohio two-year technical college or university approved by the Ohio Board of Regents.
  - 2) The total monies allocated for tuition reimbursement shall not exceed Fifteen Thousand Dollars (\$15,000.00) per year.
  - 3) At the end of the school year (June 30), the total of tuition fees will be calculated. If this total is less than Fifteen Thousand Dollars (\$15,000.00), each instructor who incurred tuition fees that school year will be reimbursed for the total of their tuition fees, but not more than Fifteen Hundred Dollars (\$1,500.00). If, however, the total of the tuition fees exceeds the Fifteen Thousand Dollars (\$15,000.00) cap, the amount of each instructor's reimbursement will be calculated by dividing the individual claim (\$1,500.00 maximum) by the total claims, multiplied by Fifteen Thousand Dollars (\$15,000.00). This will equal the prorated reimbursement for the instructor for that school year.
  - 4) To be eligible for the tuition reimbursement, the employee must have completed the coursework prior to June 30. Proof course has been completed must be received by July 15. The employee must have received a minimum of a "C" grade or a "pass" grade in a pass/fail course. Reimbursement will only apply to the fiscal year in which the course was completed. Funds will be disbursed prior to July 30.

### **Classified Staff**

- a. With prior approval by the Superintendent, school support Employees will be reimbursed fifty percent (50%) of all costs for tuition, fees, and books against the actual costs of courses that is related to their current position or will help to qualify the Employee for a different position in the bargaining unit.
- b. Actual reimbursement will be received by the Employee in one lump sum within thirty (30) days following the presentation by the Employee of proof of successful course completion.

## **8.14 Overtime/Compensatory Pay**

- a. All hours beyond forty (40) hours per week shall be paid at the rate of one and one-half (1-1/2) times the employee's regular rate of pay unless the employee and his/her immediate supervisor mutually consent to compensatory time in lieu of overtime pay at the rate of one and one-half (1-1/2) times the overtime hours worked. Accrual and use of compensatory time in lieu of overtime payment shall be limited to sixty-four (64) hours per contract year, July – June. Calamity days where school is not in session do not count as worked hours toward the forty-hour work week.

- b. Overtime shall be divided among bargaining unit members as follows:  
The initial overtime opportunity offered during a school year shall first be offered to the bargaining unit member in the affected classification group who has the greatest seniority and is qualified to perform the overtime work. Subsequent overtime opportunities will be offered to the next most senior bargaining unit member in the affected classification. Once the lowest ranking member of the affected classification has had an opportunity to participate in the overtime process, the rotation of overtime offered returns to the senior member. The intent of an overtime rotation is to allow all members of an affected classification to have an opportunity to equally participate in the overtime process as determined by district need. If all bargaining unit members within the affected classification group refuse the overtime, the least senior bargaining unit member who is qualified to perform the work may then be required by the Board to perform the overtime work.
- c. By September 1<sup>st</sup> of each school year, employees in affected job classifications will be required to provide in writing their willingness to perform overtime work. Employees desiring not to be considered for overtime opportunities will not be contacted as part of the overtime rotation process.

**8.15 Call Back – Support Staff**

Any support staff Employee called back to work at other than regular hours for that Employee shall be paid a minimum of two (2) full hour's pay at the premium rate of one and one-half times (1-1/2 x) their regular rate of pay. Additional hours beyond one (1) shall be paid at the Employee's regular rate, and overtime rates, if applicable. This shall not apply to those situations controlled by Section 8.11 Overtime/Compensatory Pay.

**School Closings**

Secondary education and adult education will be closed as separate entities. Employees working a shift in which the school is open will be required to report to work. On the days schools are closed due to inclement weather, employees who are called to work will be paid at double (2) times the regular rate of pay, or equivalent compensation time off. An employee who is called in to work when the school is closed due to inclement weather shall receive a minimum of three (3) hours of pay or compensatory time.

**8.16 Substitution – Support Staff**

During any school year, if an Employee is requested to and does perform work that normally is performed by a school support Employee in a higher pay group for a period of more than two (2) consecutive work days, such Employee shall receive pay in the higher pay group at the Employee's current experience step for all time worked, beginning from the first hour of the first day.

**8.17 Local Professional Development Committee (LPDC)**

The purpose of the LPDC is limited to the review and approval of individual professional development plans and professional development activities for recertification and licensure as specified by ORC 3319.25 and OAC 3301-24.

1. The LPDC shall be comprised of five (5) members; three (3) appointed by the PLEA and two (2) appointed by the Superintendent. Committee members shall serve three (3) year terms with subsequent terms staggered as established initially by the first members of the committee. The terms shall run from July through June.
2. The LPDC shall determine when, where and the number of meetings necessary to fulfill its purpose.
3. The LPDC members shall be provided with on-going training as determined by the committee. Training for all affected parties must address legal, contractual, and professional confidentiality issues.
4. LPDC members shall receive a stipend of five hundred dollars (\$500.00) for serving on the committee, payable in June. If a LPDC committee member does not complete his/her entire term, the stipend shall be prorated over the twelve (12) months of the term

rounded off to the nearest month if the member has attended a minimum of three (3) meetings.

5. The LPDC shall be provided with adequate and secure space for the safe and secure storage of minutes and any other records or files it keeps.
6. No bargaining unit member shall be compelled to participate in the informal or formal contractual evaluation (Article 6.07) of a teacher nor is the LPDC process to have an adverse impact on the educator's performance evaluation.
7. Under no circumstances is the involvement in the activities of the LPDC process to be used for employment decisions by the Board.
8. The LPDC shall determine its own appeals procedure.
9. The LPDC appeals procedure is not subject to the grievance/arbitration procedure outlined in the Master Contract.
10. The LPDC's decision is appealable to the state level (if a state-level process is developed) for those individuals who have been adversely impacted or disagree with the decision of the LPDC.

## **ARTICLE IX. EFFECTS AND DURATION OF CONTRACT**

### **9.01 Amendment Procedure**

This Contract represents the full understanding and commitment between the parties and replaces all previous Contracts. This Contract may be added to, deleted from or otherwise changed only by an amendment properly signed and ratified by each party.

### **9.02 Personnel Policies and Practices**

The Board shall change its personnel policies and practices as may be necessary in order to give full force and effect to this Contract. Should there be a conflict between this Contract and any such policy or practice, then the terms of this Contract shall prevail.

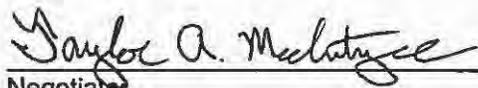
### **9.03 Management Rights**

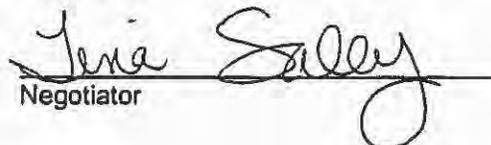
The Board has rights granted to it per ORC 4117.08 (c).

**9.04 Acknowledgement and Duration**

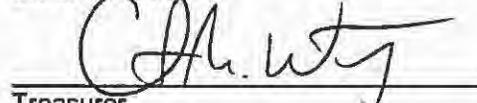
- a. The Board and the Association acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter appropriate for collective bargaining as defined by Section 4117 of the Ohio Revised Code and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or which could have been covered in this Agreement, even though such subject matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated and signed this Agreement.
- b. If any clause, sentence, paragraph or part of this Agreement, or the application thereof, to any person or circumstance, shall for any reason be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Agreement; and the application of such provision to other provisions, persons, or circumstances, but shall be confined in its application to the clause, sentence, paragraph, or part thereof, directly involved in the decision which judgment shall have been rendered and to the person or circumstances involved. The remainder of this Agreement shall remain in full force and effect for its term.
- c. The Articles of this Contract shall become effective July 1, 2017, through June 30, 2020. This Agreement is made and entered at Portage Lakes Joint Vocational School District, Green, Ohio, on the 23rd day of March, 2017, by and between the Association and the Board of Education. This Contract between the parties is attested to by the representatives whose signatures appear below.

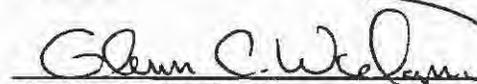
**Portage Lakes Education Association**

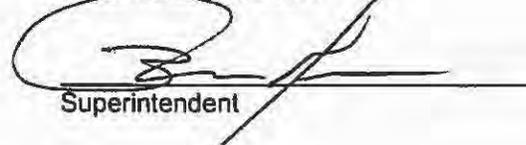
  
Negotiator

  
Negotiator

**Portage Lakes Joint Vocational  
School District**

  
Treasurer

  
President of the Board

  
Superintendent

The Portage Lakes Joint Vocational School District is an equal opportunity educational institution. Employment and educational programs are offered without regard to race, color, religion, national origin, gender, disability, military status, ancestry, age, genetic information or any other legally protected characteristic and provide equal access to the Boy Scouts and other designated youth groups. The district prohibits harassment of individuals in any form. Any alleged act of discrimination or harassment should be referred to Mr. Michael Kaschak, Compliance Coordinator, at 330-896-8200.

## 412 CERTIFICATE

### Purpose: PLEA Collective Bargaining Agreement

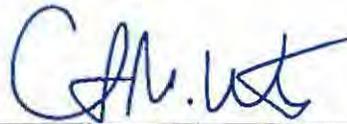
Res #17-034 (3/23/17) Effective 7/1/2017 – 6/30/2020

The undersigned, Treasurer of the Board of Education of the Portage Lakes Joint Vocational School District, certifies that the money required to meet the obligations of the Board during Fiscal Years 2018-2020 under the attached contract have been lawfully appropriated by the Board for such purposes and are in the treasury or in the process of collection to the credit of an appropriate fund, free from previous encumbrances.

The undersigned, Treasurer, Superintendent of Schools, and President of the Board of Education of the Portage Lakes Joint Vocational School District, hereby certify that the District has in effect for the remainder of the current fiscal year and the succeeding two fiscal years or the term of the attached contract, whichever is longer, the authorization to levy taxes, including the renewal of existing levies, which, when combined with the estimated revenue from all sources available to the district at the time of this certification, are sufficient to provide the operating revenue necessary to enable the district to maintain all personnel, programs, and services essential to the provisions for an adequate educational program on all of the days set forth in its' adopted school calendars for the current fiscal year and for a number of days in the succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year.

This Certificate is given in compliance with Sections 5705.41, 5705.412 and 5705.44 of the Revised Code.

Dated: 3/23/2017



Treasurer, Board of Education  
Portage Lakes Career Center



Superintendent of Schools  
Portage Lakes Career Center



President, Board of Education  
Portage Lakes Career Center