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AGREEMENT BETWEEN

**GREENE COUNTY CAREER CENTER
CLASSIFIED EMPLOYEES ASSOCIATION, OEA/NEA**

AND

**GREENE COUNTY VOCATIONAL SCHOOL
DISTRICT BOARD OF EDUCATION**

July 1, 2019 through June 30, 2022

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ARTICLE I – TERMINOLOGY

A. Recognition

1. The Greene County Vocational School District Board of Education, hereinafter called the “Employer” or “Board,” hereby recognizes the Greene County Career Center Classified Employees Association, an OEA/NEA affiliate, hereinafter called the “Association,” as the sole and exclusive representative for the purposes of Collective Bargaining as defined in Chapter 4117 of the Ohio Revised Code.
2. The bargaining unit shall include all full-time and regular part-time employees without certification currently employed under contract or to be employed under contract; excluding management level employees, certified staff, casual substitutes, supervisors, confidential employees, administrators and the Assistant to the Treasurer. Employees in the defined unit will be referred to as bargaining unit members.

B. Definitions

The following definitions apply to this Agreement unless expressly provided otherwise:

1. “Administrative Leave” shall mean a paid or unpaid leave for any reason that has been assigned by the Board.
2. “Assault” shall mean an act that results in a substantiated injury to an employee resulting from a violent physical or verbal hostile incident, excluding sexual harassment, that occurred during the course of the employee’s employment with the Board.
3. “Association” or union means the Greene County Career Center Classified Employees Association and its designated representatives.
4. “Bargaining Unit” means the classified staff as outlined in the Recognition Article I [\(A\)\(2\)](#).
5. “Board” means the Greene County Vocational School District Board of Education and its administrators and others authorized to act on its behalf.
6. “Break in Continuous Service” shall mean a termination of continuous employment due to resignation, retirement for other than disability reasons, contract nonrenewal or termination, or failure to return to work at the expiration of any leave of absence.
7. “Complainant” means a person who has a complaint against an employee.
8. “Continuous Service” is the time period of unbroken, continuous employment in the district from the date of initial employment or most recent re-employment after a break in continuous service and shall include all time on sick leave, leave of absence (including military) approved by the Board and disability retirement up to five (5) years.
9. “Date of Hire” is the date the board takes action on the initial contract or the date of beginning employment on the initial contract as designated in the Board minutes, whichever is earlier.
10. “Days” means calendar days except as used in the grievance procedure.
11. “District” means Greene County Vocational School District.

12. "Employee" means a member of the bargaining unit.
13. "Employer" means the District Board.
14. "Full-time" means employees working 30 or more hours per week.
15. "Grievance" means a complaint by an employee or the Association involving the interpretation and application of the contract.
16. "Grievant" means a member of the bargaining unit, a group of members of the bargaining unit or the Association on behalf of the membership.
17. "Immediate supervisor" means the administrator assigned to evaluate the employee.
18. "Management" means the employer, district or board.
19. "Seniority" shall mean the length of an employee's continuous service within the district commencing from the employee's most recent date of hire on a regular contract.
20. "Vacancy" shall mean an open assignment as determined by the board resulting from Board action to terminate or accept the resignation of any employee, the death, retirement, or transfer to another position of any employee, or the creation of a new bargaining unit position.

ARTICLE II – CONTRARY TO LAW

- A. This Agreement supersedes and prevails over all statutes of the State of Ohio except as specifically set forth in Ohio Revised Code Section (“O.R.C.”) 4117.10(A), and all policies, rules, and regulations of the employer. However, should any court of competent jurisdiction determine, after all appeals or times for appeals have been exhausted, that any provision herein is unlawful, such provision shall be automatically terminated. All other provisions of the Agreement which are not found in conflict with any applicable federal, state or local law, or valid rule or regulation adopted pursuant thereto, shall continue in full force and effect.
- B. If during the term of this Agreement, there is an amendment to or new enactment of any federal, state, or local law, or valid rule or regulation adopted pursuant thereto which invalidates any provision of the Agreement, the parties will meet within thirty (30) days to bargain over its impact and to bring the Agreement into compliance. If the parties fail to reach agreement over the affected provision, the statutory dispute settlement procedure shall be utilized to resolve the dispute.

ARTICLE III – NEGOTIATIONS PROCEDURE

A. Initiating Meetings

1. Requests to open negotiations shall be in writing and delivered in person to the receiving party. Board requests shall be directed to the President of the Association, and Association requests shall be directed to the Superintendent. A copy of said requests shall be filed with the State Employment Relations Board (SERB) by the initiating party.
2. The initial request calling for negotiations shall be made by either party no later than ninety (90) days prior to the expiration of this agreement but not prior to one hundred and twenty (120) days before the expiration unless both parties agree.
3. Negotiations may be opened earlier in the last year of the contract by mutual consent of both parties.

B. Scope of Negotiations

The scope of negotiations includes all matters pertaining to wages, hours, terms and other conditions of employment and the continuation, modification or deletion of an existing provision of this Agreement.

C. Good Faith Negotiations

“Good faith negotiations” means to perform the mutual obligation of the public employer, by its representatives, and the representatives of its employees to negotiate in good faith at reasonable times and places with the intention of reaching an agreement or to resolve questions arising under the agreement. This includes executing a written contract incorporating the terms of any agreement reached. The obligation to bargain collectively does not mean that either party is compelled to agree to a proposal or does it require the making of a concession.

D. Negotiations Procedure Guidelines

1. Lead representatives from the Board and the Association shall hold a pre-bargaining meeting prior to the first scheduled negotiations meeting of the calendar year before which the contract is due to expire. At the pre-bargaining meeting, the parties shall discuss the bargaining method that will be employed in the upcoming negotiations. At the pre-bargaining meeting, they will meet to also openly commit to do what is necessary to make this negotiation process work. A system of collaboration shall be used in this and additional bargaining meetings. The most important part of this commitment is a willingness to forego waiting until the last possible minute before making concessions to reach agreement. Negotiations should not exceed five (5) **additional** sessions without mutual consent.
2. Timeline of Sessions
 - a. First Session – exchange and explanation of proposals
 - b. Second Session – teams work to achieve consensus of proposals
 - c. Third Session – teams work to achieve consensus of proposals, after which, each party will reduce their proposals to no more than fifteen (15) topics each. Each economic or financial item counts as a topic. This list must be submitted to the other party within five (5) school days before the fourth session

- d. Fourth through Sixth sessions – teams work to achieve consensus of remaining proposals
3. At the end of the final agreed upon session, all items not tentatively agreed to will be submitted to Federal Mediation and Conciliation Service (FMCS) for mediation, unless an additional all-day session is mutually agreed upon by both parties.
4. When all items have been tentatively agreed upon and initialed, such tentative agreement shall be submitted for ratification with the recommendation of the bargaining unit negotiating team within fifteen (15) calendar days. If ratified by the Association, the tentative agreement shall be submitted to the Board at the next regularly scheduled Board meeting for adoption.
5. Each party agrees to be prepared for all negotiations sessions.
6. All negotiating team members are committed to a closed session during the entire negotiation process. “Closed Session” shall mean that no information will be released to parties outside the negotiation teams.

E. Negotiating Sessions

The Association and the Board pledge that their representatives shall have the power and authority to make proposals, consider proposals and make counterproposals. All negotiations shall be conducted exclusively between the officially designated representatives.

F. Release of Information

It is understood that the negotiating teams will maintain communication with their respective parties. It is further agreed that no information will be released to the public prior to reaching agreement or declaring impasse without the mutual consent of the parties.

G. Impasse

In the event that either party declares negotiations to be at an impasse, the parties mutually agree to call upon and meet with a representative of the Federal Mediation and Conciliation Service for the purpose of mediation. Any cost for the use of such mediation service shall be shared equally by the parties.

H. Right to Strike

Upon the expiration of the Negotiated Agreement, after the parties have been at impasse for at least thirty (30) days and settlement has not been reached, the Association will have the right to strike upon the filing of the statutorily required ten-day (10) notice. The Board shall have the right to declare “ultimate impasse” and implement its last offer.

I. Miscellaneous

1. No action to coerce, censor or penalize any negotiating participant shall be made or implied.
2. Either party may call for a caucus at any time. Efforts shall be made to limit caucus sessions to a minimum of time.

3. This agreement shall be subject to amendment(s) by negotiations between the parties. Any such amendment(s) shall be reduced to writing, state the effective date of such amendment(s) and be executed by the parties in the same manner as this Agreement.

J. Interim Bargaining

If it becomes necessary to bargain an Amendment or a Memorandum of Understanding due to the effects of a change in wages, hours, terms or other conditions of employment or the continuation or modification of terms of this Agreement due to severability, the parties shall meet and bargain. If the parties are unable to reach agreement on any issues discussed during interim bargaining within thirty (30) days of the first bargaining session, the status quo shall be maintained and will not be subject to change during the remainder of the Agreement or the subject of future bargaining during the term of this Agreement. This Section is intended to be consistent with Ohio law. If Ohio law changes and becomes inconsistent with this Section, the law will prevail.

ARTICLE IV – GRIEVANCE PROCEDURE

A. Purpose

The purpose of the Grievance Procedure is to resolve at the lowest possible level any alleged violations, misinterpretations or misapplication of this Agreement.

B. Definition of Days

1. For the purpose of the grievance procedure, the word “days” shall mean the days the grievant(s) is scheduled to work.
2. Any grievance filed between May 15 and the end of the school year shall be processed as quickly as possible to try to insure resolution by the end of the school year.
3. Any grievance filed by an individual grievant after their last regularly scheduled work day but before their first regularly scheduled work day of the next school year shall be processed as quickly as mutually possible so as not to disrupt the start of the next school year.
4. The timelines provided below shall be extended during this period, if necessary, by mutual consent upon written notification from the party requesting the extension.

C. Steps and Procedure

Whenever a grievance is filed, the following procedure shall be followed.

1. Informal Step

If a grievant believes there is a basis for a grievance, the grievant may within ten (10) days after the date of the occurrence of the fact or condition on which the grievance is based discuss the matter with an immediate supervisor in an effort to resolve the problem informally. The grievant shall notify the immediate supervisor that the grievant wishes to invoke the informal step via completion of the Record of Informal Discussion and Grievance Form ([Appendix C](#)). If the grievance is not resolved within five (5) days after the discussion with the immediate supervisor, the grievant should then discuss it within the next five (5) days with the Director in an effort to resolve the problem informally. The grievance may be resolved informally provided the resolution is not inconsistent with the contract. The chairperson of the Association’s grievance committee must be notified prior to any grievance resolution.

2. First Formal Step

If the grievance is not resolved at the informal step meeting, the grievant(s) may present a formal claim in writing on the Grievance Form ([Appendix D](#)) to the immediate supervisor and Director within five (5) days after the Director’s response at the informal step. If the grievant has elected not to use the informal step procedure, the grievant may present a formal claim on the grievance form to the immediate supervisor and Director within twenty (20) days after the date of the occurrence of the act or condition on which the grievance is based. Within seven (7) days after receipt of the written grievance, the immediate supervisor and Director shall meet with the employee to attempt to resolve the grievance. The immediate supervisor

and Director shall give a written answer to the grievant(s) within five (5) days after this meeting with a copy to the Association President.

3. Second Formal Step

If the grievance is not settled in the first formal step, the grievant may present the grievance to the Superintendent no later than seven (7) days after the written decision of the immediate supervisor and Director has been received by the grievant(s). Within seven (7) days after receipt of the written grievance, the Superintendent shall meet with the grievant(s) to attempt to resolve the grievance. The Superintendent shall give a written answer to the grievant(s) within five (5) days after this meeting with a copy to the Association President.

4. Third Formal Step

If the aggrieved is not satisfied with the disposition of the grievance at the second formal step, they may, within ten (10) days after receipt of the disposition from the second formal step, submit the grievance to arbitration by the Federal Mediation and Conciliation Service (FMCS) whose rules and regulations shall likewise govern the proceedings. Notification of intent to appeal a grievance to arbitration shall be submitted in writing to the Superintendent. Unless contrary to law, the decision of the arbitrator shall be final and binding upon the Board, the Association, and any employee involved in the matter. The arbitrator shall not add to, alter or delete from the terms of this Agreement. In cases where the procedural arbitrability of an issue is questioned, the matter of arbitrability shall be ruled upon by the arbitrator in an expedited fashion prior to hearing any evidence or issuing any ruling on the merits of the issue. The arbitrator shall be selected in accordance with rules of FMCS. Neither party shall have the authority to independently designate an arbitrator. The cost for the services of the arbitrator will be borne equally by the Board and the Association.

D. General Provisions

1. The written grievance provided for herein shall give a clear and concise statement of the alleged grievance including the facts upon which the grievance is based, the issues involved, the contract provision involved and the relief being sought.
2. Unless the specified time limits of the grievance procedures are extended by mutual written consent, If the grievant or the association fail to abide by the timelines, then the grievance shall be deemed abandoned and the relief requested shall be denied. Should a grievance not be answered by the administration within the allotted time period, it may be processed through the next step of the procedure. Consent to extend time limits shall not be unreasonably withheld by either party.
3. The filing and processing of grievances may be accomplished during normal working hours except it shall not interfere with the regular schedule of the grievant.
4. The President of the Association and up to two (2) additional representatives of the grievant's choosing shall have the right to accompany a grievant at any level.
5. No grievance may be submitted to arbitration without the consent of the Association.
6. If a grievance appears to arise from actions or any authority higher than the immediate supervisor and/or affects a group of members of the bargaining unit, it may be submitted at the second formal step described herein.

7. The fact that a grievant files a grievance shall not be recorded in the grievant's personnel file or in any file used in the transfer, assignment, promotion, demotion or dismissal process; nor shall such fact be used in any recommendation for re-employment or recommendation for other employment; nor shall the grievant be placed in jeopardy or be the subject of reprisal or discrimination for having followed or utilized this grievance procedure.
8. E-mail and voice mail are not appropriate means of communication under the grievance procedure and shall not be used as a substitute for the face-to-face meetings provided for under the grievance procedure.

E. Labor Management Meetings

A Labor Management Committee will be comprised of two (2) individuals selected by the Superintendent and two (2) Association members selected by the Association, to meet on a monthly basis at the request of either party to discuss matters of concern to either group.

ARTICLE V – MANAGEMENT RIGHTS

A. Recognition of Board Rights

The Association recognizes the right of the Board and the Superintendent of Schools to operate and manage the affairs of the Greene County Vocational School District in accordance with its responsibilities under law. The Board and the Superintendent shall have all powers, rights, authority, duties and responsibilities conferred upon them and invested in them by the laws and the Constitution of the State of Ohio.

B. Board Functions

The Board possesses the right and responsibility to operate the school system and all management rights, including those delineated in O.R.C. 4117.08, remain with the Board subject to the express provision of this Agreement. These rights include the following:

1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the school district, standards of services, its overall budget, utilization of technology, and organizational structure.
2. Determine location and use of the school(s), school system property and other facilities of the school system, including the right to establish new facilities and to relocate or close old facilities.
3. Determine financial policies of the school district, including the general accounting procedures and inventory procedures of supplies and equipment.
4. Direct, supervise, evaluate, and hire employees.
5. Maintain and improve the efficiency and effectiveness of school operations.
6. Determine the overall methods, processes, and or personnel by which school district operations are to be conducted.
7. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees.
8. Determine the size of the work force and effectively manage the work force.
9. Enforce the rules and regulations now in effect and to establish, revise and delete rules and regulations from time to time that do not affect wages, hours, terms and condition of employment or that are not in conflict with this Agreement.
10. Determine the layout and the equipment to be used and plan, direct and control school activities.
11. Take whatever action is necessary to carry out the functions of the Board in situations of emergency.
12. Take whatever action is necessary to comply with state or federal law.

The Board is not required to bargain on subjects reserved to the management and direction of the school district except as affect wages, hours, terms and conditions of employment and the continuation, modification, or deletion of an existing provision of the collective bargaining agreement.

ARTICLE VI – ASSOCIATION RIGHTS

The following sole and exclusive rights shall be granted to the Association.

A. Right to Act Without Reprisals

There shall be no reprisals of any kind taken against the member of the bargaining unit, the administration and/or Board for actions taken relative to negotiations. The Board agrees not to make reprisals for actions taken relative to membership representation and/or holding office in the Association.

B. Right to Conduct Association Business on School Premises

1. Duly authorized representatives of the Association may, with at least 48 hours notification to the Director or his/her designee(s), hold meetings on school premises during school hours for the purposes of 1) holding Association officer elections; and 2) voting related to contract ratification. The conduct of such business shall be such as not to interfere with instruction or interrupt normal school operations.
2. A local Association representative shall have the right to address the bargaining unit members on the opening day of school each year and to make routine Association announcements at employee meetings.
3. Names and addresses of newly employed classified staff shall be made available to the association via electronic means no later than August 1. Names and addresses of classified staff hired after August 1 will be made available within ten (10) days of board action.

C. Right to Communicate Association Business

1. The Association shall have the right to use the district communication system to conduct Association business.
Included are:
 - a. mailboxes
 - b. electronic (computer) mail
 - c. telephone, including voice mail
 - d. staff lunch room bulletin board
2. The Association may use employer-provided equipment including computers, duplicating equipment, calculators and all types of audio visual equipment provided such equipment is not otherwise in use.
3. The Board shall allow Association representatives to make a presentation about the Association during any new employee orientation program. The time allotted for such programs must be at least twenty (20) minutes.

D. Right to Information

The President of the Association will be provided with a Board meeting agenda and addendums when distributed to the Board. During the Board's discussion on any issue, the Association President shall have the right to speak, providing the Superintendent is notified in writing of the item by 12:00 noon on the day of the Board meeting. The Association President may address any addendum item at the Board meeting without prior notification.

E. Released Time for Advocacy Proceedings

The Board shall grant an annual cumulative total of up to five (5) days of paid leave for the purpose of attending grievance proceedings between the parties or other Association business provided the Association reimburses the Board for the substitute's daily rate. The leave may be taken by the President of the Association and/or no more than one (1) additional designee and the grievant, if applicable, at one time. In order to be eligible for such leave twenty-four (24) hour prior notice shall be given to the Superintendent.

F. Contract Reproduction

The Board shall within thirty (30) days following ratification and adoption of the Agreement, post a copy of the Negotiated Agreement to a public folder on the district's website. The Board will also provide the Association with an electronic copy of the Agreement.

G. Joint Meetings

The Superintendent and/or the Superintendent's representatives shall meet with representatives of the Association at the request of either party to discuss matters of concern to either group.

H. Association Leave

Association leave may be granted for the President or designee for up to six (6) days for Association business off site upon prior administrative approval.

I. Seniority List

1. The Superintendent shall prepare a seniority list for the bargaining unit indicating the type of contract, the job classification, position, and the date of hire for each employee. The list shall begin with the most senior employee within each classification with a continuing contract and proceed to the least senior employee within each classification with a limited contract.
2. The Association President shall be provided with an electronic copy of the seniority list by September 1. The list will also be posted electronically no later than September 15 of each school year. Any employee who objects to the seniority list must notify the Association President and the Superintendent of the objection in writing within fifteen (15) days after the list is posted electronically; otherwise, any objection to the list as posted shall be waived until the seniority list is posted during the next school year. The Superintendent shall investigate all reported inaccuracies, make such adjustments as may be in order, and post the updated seniority list immediately.

J. Health Labor Management Committee (HLMC)

The parties agree to establish a standing Health Labor Management Committee (hereafter referred to as the "HLMC"). The purpose of the HLMC is to gather and review information related to health insurance coverage and wellness, and make recommendations to the negotiating teams regarding the effective management of health insurance costs and the improvement of employee health.

The HLMC has authority to request and gather relevant public information, recommend the selection of a health insurance consultant/agent, evaluate the performance of the health insurance consultant/agent, evaluate health insurance policies/plans, and disseminate its

recommendations to the negotiations teams. All recommendations of the HLMC shall be made by consensus.

The HLMC shall be comprised of two (2) members of GCCCEA (appointed by the local president), two (2) members of GCCCCEA (appointed by the local president), and up to two (2) members appointed by the Board, with one (1) being the Board Treasurer. Should a member become incapable of fulfilling their term, the appointing authority shall appoint a new member within thirty (30) calendar days of notification. The HLMC will schedule a meeting within thirty (30) days after the Treasurer receives a request from the GCCCEA president or the GCCCCEA president. The HLMC shall not meet more than quarterly unless the committee determines otherwise.

ARTICLE VII – EMPLOYEE CONTRACTS

A. Probationary Period

After an employee is granted an employment contract with the district in accordance with the applicable procedure for granting contracts, there shall be a probationary period of ninety (90) days after the employee's date of hire to allow the Board to determine the fitness and adaptability of any new employee to perform the work required. At any time during the probationary period, the Board may terminate the employment of the employee without specified reasons by providing written notice to the employee. During the probationary period, such employee shall have no right to grieve or to appeal termination of employment. When an employee's probationary period has ended, the employee will be placed on the seniority list based on the date of hire. Employees who have successfully completed a probationary period and transfer to a new position shall not be required to serve a new probationary period in the new position.

B. Contract Sequence

1. The term of an employee's initial employment contract shall not exceed one (1) year. Except as provided in Section 2 below, subsequent contracts, if renewed by the Board, shall be issued in the following sequence: Employees hired prior to November 2, 2018 - a two (2) year contract, and continuing contract. For employees hired after November 2, 2018 - a two (2) year contract, a second two (2) year contract, a third two (2) year contract, followed by a continuing contract.
2. Employees who work less than one hundred and twenty (120) days during their initial year of employment or whose regular work schedule is less than one hundred and twenty (120) days per year shall, if their contracts are renewed by the Board, be awarded subsequent contracts in the following sequence: one (1) year contract, a two (2) year contract, a second two (2) year contract, a third two (2) year contract, followed by a continuing contract.

C. BCII and FBI Reports

In the event it is necessary for the Board to employ an employee prior to having received the results of the criminal records investigation, that employee's employment shall be contingent upon subsequent receipt by the Board of a report from the Bureau of Criminal Identification and Investigation (BCII) and Federal Bureau Investigation (FBI) that is not inconsistent with the employee's answers to questions during the interview process.

1. In such event, if a report is subsequently received from BCII and/or FBI that is inconsistent with the employee's answers to questions during the interview process, the employee shall be notified in writing by certified mail or personal service. If the employee does not deny the accuracy of the BCII and/or FBI report within five (5) days, the action of the Board employing such employee shall be void without any further act by any party, and without the necessity of proceedings under O.R.C. 3319.081 to formally terminate such employee's contract of employment.
2. If an employee denies the accuracy of the BCII and/or FBI report, that employee shall immediately be placed on leave without pay but with benefits for a period of up to forty-five (45) days. If within that forty-five-day (45) period the Board receives a corrected report from BCII and/or FBI that is not inconsistent with the employee's answers to questions during the interview process, the employee shall be returned to

duty with back pay to resume his/her contract status in effect as of the beginning of such leave.

3. If within the forty-five (45) day period mentioned in section (B)(2) above the Board does not receive a corrected report from BCII and/or FBI that is not inconsistent with the employee's answers to questions on the job application, the action of the Board employing such employee shall be void without any further act by any party, and without the necessity of proceedings under O.R.C. 3319.081.

In the event of any legislative change, making it permissible to ask questions about criminal history on the application, "during the interview process" will revert automatically to "on the job application," without further action of the parties.

ARTICLE VIII – VACANCIES, VOLUNTARY AND INVOLUNTARY TRANSFERS

A. Discontinuation of Positions

The Board reserves the right not to continue a bargaining unit position that is no longer required. If the Board discontinues a bargaining unit position, the Association President or his/her designee will be notified at least thirty (30) days prior to the discontinuation of the bargaining unit position.

B. Posting of Vacancies

The Superintendent shall electronically post for five (5) working days all vacancies which occur. No external candidates will be interviewed during the posting period. Posted notices shall include job title, location, pay range, length of work year, number of hours, and a general job description.

The Superintendent or designee shall consider all eligible internal applicants for the vacancy.

C. Requests for Transfer

All requests to be transferred to any vacancy shall be addressed to the Superintendent, listing the training, experience and skills possessed which qualify the employee for the vacancy. All qualified employees who apply and meet minimum qualifications, will be considered except where the position has been filled through recall from a reduction in force. The most qualified applicant will be awarded the position. This section shall not prohibit the Board from considering qualified external applicants for vacancies. No current employee shall be required to be tested for any position within their current classification.

If the employee with the greatest district seniority who applies for a vacancy is not deemed the most qualified, the employee may ask for the reasons why with the emphasis on providing the employee with information so the employee can better his/her qualifications.

When a current employee transfers to another position or classification which carries a higher compensation level, he/she will be placed on a step closest to a rate resulting in approximately a five percent (5%) increase in compensation.

If the employee transfers to another position or classification within the District which carries a lower compensation level, he/she will be placed at the wage step of the new classification that will result in the least amount of decrease of hourly wage.

After the filling of a particular vacancy, all such requests for transfer will be considered void.

D. Involuntary Transfers

If no one in the district voluntarily requests to transfer into a vacancy, the Superintendent may involuntarily transfer an employee for the convenience and necessity of the district. The Superintendent shall hold a meeting with the employee, and if requested by the employee, the Association President, in order for the Superintendent to explain the reasons for such transfer. The employee and Association President may express any concerns or ask any questions at this meeting regarding the transfer.

When a current employee transfers to another position or classification which carries a higher compensation level, he/she will be placed on a step closest to a rate resulting in approximately a five percent (5%) increase in compensation.

If the employee transfers to another position or classification within the District which carries a lower compensation level, he/she will be placed at the wage step of the new classification that will result in the least amount of decrease of hourly wage.

E. Miscellaneous

1. Any vacancy, as determined by the Board, created by resignation, discharge, retirement, transfer or death during the school year may be filled by the administration for a period not to exceed sixty (60) days. Prior to the end of the sixty (60) days, the vacancy will be posted or the position abolished unless an extension of time is agreed upon by the Board and the Association.
2. Employees temporarily transferred because of this provision shall retain their classification seniority in their former classification and shall not acquire seniority in the classification to which he/she is transferred.
3. Vacancies that the Board determines to exist occurring after April 1 of each school year may be filled by a substitute employee for the remainder of the school year or posted as in Paragraph B. If the vacancy is filled by a substitute, the position will be posted by the beginning of the next school year.

F. Classifications

For the purposes of defining “pay classifications”, the following job categories shall be recognized:

<u>Category</u>	<u>Office Personnel</u>
Level I	
Level II	Secretary Attendance Secretary Criminal Justice Academy Secretary
Level III	Guidance and Special Education Secretary Inventory/Purchasing Specialist Payable Secretary Supervision Secretary Curriculum Supervisor Secretary/EMIS
Level IV	Secondary Directors Administrative Assistant Accounting Specialist

<u>Category</u>	<u>Maintenance Personnel</u>
Level I	
Level II	Maintenance A
Level III	Maintenance B
Level IV	Maintenance C ** (requires a State of Ohio License or successful completion of career technical center adult education, full-time programming in 2 of 3 areas: HVAC, plumbing, electrical) Movement to Level IV shall be automatic upon completion of the above requirements. Employees may utilize tuition reimbursement for any of the above requirements.

Level V

<u>Category</u>	<u>Technology Personnel</u>
Level I	
Level II	
Level III	
Level IV	Software Support Specialist Technology Support Technician

<u>Category</u>	<u>Laboratory/Classroom Personnel</u>
Level I	
Level II	Teaching Assistant
Level III	
Level IV	In-School Discipline Assistant

The following positions have been eliminated: Special Education/Career Assessment Secretary, Instructional Supervisor’s Secretary, Administrative Assistant to the Director of Secondary Education, Placement Specialist, Network Specialist, Adult Education Secretary, Receptionist/Secretary, Administrative Assistant to the Director of Adult Workforce Education, and Financial Aid Specialist. If the Employer reinstates any of these positions, they will return to the bargaining unit and the classification level of the position shall be negotiated upon receipt of written request from the Union.

ARTICLE IX – REDUCTION IN FORCE

A. Procedure

1. Whenever a reduction in work force of employees is deemed necessary by the Board, the Board shall proceed to suspend contracts in accordance with the recommendation of the superintendent of the district who shall, within each pay classification affected, give preference first to employees on continuing contracts, and then to limited contract employees on the basis of seniority. On a case-by-case basis, in lieu of suspending a contract in whole, the Board may suspend a contract in part, so that an individual is required to work a percentage of the time the employee otherwise is required to work under the contract and receives a commensurate percentage of the full compensation the employee otherwise would receive under the contract. Notification to the affected employee(s) and Association President of the intent to RIF shall be made at the earliest possible time, but at least forty-five (45) days in advance of the proposed reduction.
2. Notification of a RIF shall be made to the Association prior to any notification to the employee(s) or any suspension of contract(s). Any employee whose continuing contract is suspended under this section shall have the right of restoration to continuing service status by the board of education that suspended that contract in order of seniority of service in the district, if and when a position for which the employee is qualified becomes vacant or is created. No employee whose continuing contract has been suspended under this section shall lose that right of restoration to continuing service status by reason of having declined recall to a position requiring fewer regularly scheduled hours of work than required by the position the employee last held while employed in the district. The right to restoration will expire twenty-four (24) months from the effective date of RIF or when the employee declines recall to a position requiring the same or more regularly scheduled hours as the position the employee last held while employed in the district.
3. In the event of a tie in district seniority, the tie will be broken by date of application for employment.

ARTICLE X – DISCIPLINE AND TERMINATION OF EMPLOYMENT

A. Discipline

1. An employee's supervisor or a Director has the right to discipline the employee for just cause. Such disciplinary action may include verbal or written warning. The verbal warning will be private or with the employee and his/her representative.
2. The Superintendent has the right to discipline employees for just cause. Disciplinary action could result in suspension without pay, up to and including recommendation for termination.

B. Termination

The Board, acting on the recommendation of the Superintendent, has the right to discharge/terminate the contract of an employee for just cause. Termination of employment for any bargaining unit member shall be consistent with O.R.C. 3319.081.

ARTICLE XI – COMPLAINTS CONCERNING EMPLOYEES

A. Procedure

1. If a verbal concern or signed written complaint is received alleging that an employee has sexually harassed a student, employee, or other person while in the performance of the employee's duties, then the complaint shall be handled pursuant to the procedure outlined in [Article XXII](#) of this Agreement.
2. When a verbal concern or signed written complaint concerning an employee is received, the person receiving the concern or complaint should refer the complainant to the employee involved. All reasonable effort should be made to verbally resolve the concern or complaint within three (3) business days. The complainant may elect to have an appropriate school administrator and/or representative present while meeting with the employee to discuss the concern or complaint. However, if the concern or complaint alleges a violation of board policy, local, state or federal law or raises an issue of safety, then the concern or complaint shall be submitted to the employee's supervisor, who shall immediately contact the employee involved. The Complaint procedure shall cease, and the Disciplinary procedure shall be followed.
3. If not resolved at the initial level (Item 2, above), the complainant may submit the concern or complaint to the employee's supervisor; however, the concern or complaint must be put in writing. The supervisor will notify the employee of the written complaint and attempt to resolve the complaint within three (3) business days.
4. No action against an employee concerning the signed written complaint shall be taken without the following procedure being followed:
 - a. If requested by the complainant or the employee, a meeting involving the employee, supervisor and complainant will be arranged at a mutually convenient time to discuss the complaint. This meeting is to occur within five (5) business days after the complaint is made. The parties, however, recognize that they cannot do anything to compel a complainant who is outside the jurisdiction of the Greene County Career Center's Board of Education to attend such a meeting. If the complainant refuses to meet, the complaint is considered resolved and will not become a part of the employee's personnel record, unless required by law or Board policy.
 - b. If the complaint is unresolved to the complainant or employee's satisfaction, it may be appealed to the Director and acted upon within seven (7) business days after the Director's receipt of the complaint.
 - c. If the complaint is still unresolved to the complainant or employee's satisfaction, it may be appealed to the Superintendent and shall be acted upon within ten (10) business days after the Superintendent's receipt of the complaint.
 - d. If the complaint is still unresolved to the complainant or employee's satisfaction, it may be appealed to the Board within five (5) business days after the Superintendent's response to the complaint. If a hearing is granted, it is to be in executive session at a regular Board meeting held within ten (10) to forty (40) days following receipt of the complaint.

- e. In each of the above steps, any party may request and be accompanied by counsel and/or a representative of the party's choice, at the party's expense.
- f. If in any of the above steps, a complainant who is outside the jurisdiction of the Greene County Career Center's Board of Education refuses to meet to discuss the complaint, the matter will be considered resolved, except in instances when the matter must be reported and/or investigated as required by law or Board policy.

B. Privacy

- 1. Conferences regarding such complaints shall be in private. All notes, written or recorded, relating to the complaint are to be strictly confidential to the extent allowed by law. The employee has the right to review all material and attach a written rebuttal to all items. At no time shall this material be open to the public except as required by law.
- 2. At no time shall a statement concerning the results of the conference be made to uninvolved parties or the news media, except through the Superintendent, with the consent of all parties involved except as required by law.

ARTICLE XII – HEALTH AND SAFETY

A. Environment

1. The Board and all employees have the responsibility to provide a safe working and learning environment. Concerns regarding health and safety should be brought to the attention of the Director. It is the Director’s responsibility to communicate the concern to the appropriate personnel. Necessary action to remove the health or safety hazard will be initiated and the hazard corrected as soon as possible. Every effort will be made to communicate all actions being taken to remedy the situation. Employees are encouraged to participate in Wellness and Safety Committees.

B. Medical Exams

1. The Board will pay for all medical examinations that are requested or required for purposes of performing employment duties. Such medical examinations shall be conducted by a physician/medical provider secured by the Board.
2. If employees are required by the State or Greene County Board of Health to undergo any tests or exams, the Board shall cover any cost not covered by insurance. The Board may choose to secure a physician or may utilize the Greene County Health Department.

ARTICLE XIII – WORK WEEK

A. Hours Worked

1. All classified employees will be paid for all time worked. Time worked that is less than one (1) hour will be paid and prorated based on quarter hour increments.
2. The work week for purposes of computation of earnings will start at 12:01 a.m. each Sunday and end at 12:00 a.m. the following Sunday.
3. Hours of work for all regular contracted employees will be based on contract status, job description, job classification level/responsibilities and the work requirements of the Board, as determined and assigned by the Superintendent.
4. If the Board makes the decision to allow employees to work an alternative schedule during the summer months when school is not in session, any employee may choose to work a regular schedule or alternative hours if the immediate supervisor approves the plan.

Alternative work days may be changed with prior approval. The request to alter the scheduled work days must be submitted to the Supervisor or Superintendent at least seventy-two (72) hours prior to any change in the work calendar. Any approved changes to the work calendar must be submitted in advance to the Treasurer's Office by the Employee.

For maintenance staff, on an as needed basis, the Superintendent may require employees to work an alternative schedule during the summer months when school is not in session. The alternative schedule will not include work on Saturday or Sunday. Those employees required to work an alternative schedule will maintain their shift differential. At least two (2) weeks' notice of the change will be given.

B. Breaks

Lunch breaks or dinner breaks shall be thirty (30) minutes in length, shall not be deemed work time, and shall be completely duty free. Employees working over six (6) hours will be given two (2) fifteen (15)-minute breaks, which are deemed work time and may be scheduled appropriately to their work duties.

C. Travel Time

Travel time other than to and from the normal work site as part of the employee's assigned duties shall be work time.

D. Building Closing

1. When the Superintendent closes the schools and other buildings to all employees, O.R.C. Section 3319.081 (G) provides that they will be paid for all regular hours of work lost when such school or building in which they are employed is closed to all employees by the Superintendent due to an epidemic or other public calamity up to the equivalent of four (4) days each school year. Examples of a public calamity include, but are not limited to: (a) tornado, (b) flood, (c) ice conditions, (d) snow storm and (e) other calamity situations as determined by the Superintendent.
2. Should a building be closed to all employees by order of the Superintendent due to such an epidemic or other public calamity, any emergency essential employee

required to work and in fact working in the closed employee's building shall be compensated at the rate of one and one half times their rate, except maintenance employees will be compensated at (2) times their regular hourly rate for each hour worked. Any employee who is not required to work, but chooses to come into work will not receive additional compensation. The Superintendent has the right to determine if and where employees are to work during times of public calamity or when schools are closed.

3. For any school closures due to an epidemic or other public calamity in excess of the equivalent of four (4) days in a school year, the employee will either need to report to work or reschedule the work day by agreement with their supervisor. Employees on a 193-day contract or less are expected to report on student days if student days are rescheduled. Twelve-month and emergency essential employees required to report to work on the calamity days/hours that are called after the equivalent of the fourth (4th) calamity day shall not be entitled to additional compensation. Twelve-month and emergency essential employees will not be required to report to work if so advised by the Administration or if there is a level three (3) emergency declared by the sheriff of the employee's county of residence or of Greene County. All other employees will receive the daily pay for those calamity days or hours not worked. Calamity days or hours not worked may be rescheduled and those employees shall report to work with no additional compensation for the rescheduled day(s).
4. Previously scheduled personal, sick or vacation leave will not be charged against an employee for emergency closing days/hours.

E. Work Calendar/Schedule

1. A work calendar for nine (9) or ten (10) month employees is required to be completed and approved by the employee's supervisor in June for the upcoming contract year (July 1 to June 30). The calendar shall identify all of the employee's contracted work days. Scheduled work days outside the school calendar may be altered with prior approval of the immediate supervisor. The request to alter the scheduled work days must be submitted to the supervisor at least seventy-two (72) hours prior to any change in the work calendar. Any approved changes to the work calendar must be submitted in advance to the Treasurer's Office by the Employee.
2. Daily work hours may be flexed to accommodate a specific job duty for the district. With prior approval from an employee's immediate supervisor, an employee may be paid for hours worked beyond his/her scheduled work day.
3. Lunch and break time cannot be traded to arrive late or leave early from the employee's scheduled work hours.

ARTICLE XIV – WORKING CONDITIONS

A. Subcontracting

The Board may continue to subcontract work or services that are being presently subcontracted. If the Board entertains a proposal to subcontract any work or services which could result in the elimination of one or more bargaining unit positions, the Association will be notified at least sixty (60) days prior to any decision and be given an opportunity to present any alternative financial solutions and bargain members' rights.

B. Mileage

Employees will be paid mileage at a rate established by the Internal Revenue Service when using their personal vehicle for job-related travel in the course of their duties. In order to receive payment for such use, the employee must fill out a mileage report form and submit it to the Treasurer's office by the fifth (5th) day of the month. Payment will be made by the twentieth (20th) day of the month.

C. Supervision of Students

No employee is expected to assume the role of a substitute teacher except where necessary for the reasonable supervision and safety of students, after efforts to secure a substitute teacher have failed. An attempt will be made to have a certified employee present when a classified employee in this bargaining unit is on "student duty" in the lunchroom, hallways, restrooms and/or the parking lot.

D. Awarding of Contract

An employee who works five hundred (500) or more hours in a fiscal year may be given a contract with the exception of part-time adult education employees whose positions are contingent upon the receipt of annual grant funds and employees hired to replace employees on a leave of absence.

E. Training

Staff will be given the opportunity for in-service training (workshops, computer classes, seminars, etc.) in order to remain current and efficient in their positions as decided by the employee and the employee's immediate supervisor.

F. Materials and Equipment

The Board will make every attempt to provide employees with the necessary materials and equipment for completion of assigned work duties. Computers are available for computer access within the daily schedule for employees to stay abreast of daily communications and responsibilities. Staff that are assigned to be at work are expected to check their e-mail daily.

G. Professional Meetings

The Board will pay registration fees for attendance at professional meetings that have been approved by the Supervisor.

H. Van Transporting of Students

Classified Staff with current van certification can transport students at the directive of Administration only after being given a completed trip ticket along with a copy of the student(s) Emergency Medical Form.

ARTICLE XV – PAYROLL

A. Pay Dates

The first pay in September will be paid on the second Friday of September. Employees will receive their pay in 26 equal payments. (A schedule of pay periods is attached as [Appendix E.](#))

B. Direct Deposit

Employees are required to utilize direct deposit of paychecks and payroll deductions to any ACH (Automatic Clearing House) financial institution. Employees will have their payroll stubs electronically mailed to their work e-mail and, if requested, another designated e-mail address.

C. Dues Deduction

1. It is agreed that Association dues of those authorizing payroll deductions shall be deducted in twenty-six (26) installments beginning with the first pay period in October and remitted within two (2) work days following the pay date to the Association Treasurer along with a list of employees for whom the fees are being sent and amount deducted.
2. Said deduction shall be authorized annually by each member. The Association shall annually notify the Board Treasurer of the dues amount for each particular school year.
3. Any employee requesting membership with payroll deduction of dues after the above date(s) will have the deduction taken starting within three (3) weeks after the day the authorization was given to the Board Treasurer.

D. Payroll Deductions

1. The Board will authorize payroll deductions for employees participating in tax-sheltered plans. It is the employee's responsibility to comply with provisions of the Internal Revenue Code applicable to tax-sheltered annuities. The employee is responsible for any penalty, fee, or cost incurred as a result of participation in a tax-sheltered annuity under this provision. It is also agreed that the standard payroll deductions shall include retirement, federal, state and local income tax payments, health insurance premiums, dues, FCPE (Fund for Children and Public Education), and credit union deductions, if applicable.
2. Participation in any payroll deduction plan will be effective within fifteen (15) working days after submission of completed enrollment forms.

E. Payroll Notification

1. The administration will provide notification as soon as possible prior to the paycheck to any employee who may have a change in the amount of his/her normal pay.
2. Detailed information regarding the number of work hours (regular and overtime), amount of overtime pay, and number of leave hours used and balance will be available to employee via *Employee Kiosk* or similar electronic means.

ARTICLE XVI – COMPENSATION

A. Wage Schedules

2019-2020: 2.00% increase on base with experience step

2020-2021: 3.25% increase on the base with experience step

2021-2022: 2.75% increase on the base with experience step

Plus:

2019-2020: one-time stipend of \$2500

2020-2021: one-time stipend of \$2350

2021-2022: one-time stipend of \$650

The stipend amount is available to contracted employees and will be prorated as applicable. Full-time contracted employees as of October 15 will be paid the full stipend amount in the first pay of November. For employees in the probationary period, the stipend will be paid in the first pay following the probationary period.

For employees leaving prior to the end of the contract year, the prorated amount will be withheld from the final paycheck.

WAGE SCHEDULE

FY20

Effective July 1, 2019

2% Increase on the base; Employees receive 1 experience step.

STEP	INDEX	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5
1	1.000	14.78	16.81	17.63	20.16	26.93
2	1.030	15.22	17.31	18.15	20.76	27.74
3	1.060	15.67	17.82	18.68	21.36	28.54
4	1.090	16.11	18.32	19.21	21.97	29.35
5	1.120	16.55	18.83	19.74	22.57	30.16
6	1.150	17.00	19.33	20.27	23.18	30.97
7	1.180	17.44	19.84	20.80	23.78	31.78
8	1.210	17.88	20.34	21.33	24.39	32.58
9	1.240	18.33	20.84	21.86	24.99	33.39
10	1.270	18.77	21.35	22.38	25.60	34.20
11	1.285	18.99	21.60	22.65	25.90	34.60
12	1.300	19.21	21.85	22.91	26.20	35.01
13	1.315	19.44	22.10	23.18	26.50	35.41
14	1.330	19.66	22.36	23.44	26.81	35.81
15	1.345	19.88	22.61	23.71	27.11	36.22
16	1.360	20.10	22.86	23.97	27.41	36.62
17	1.375	20.32	23.11	24.24	27.71	37.03
18	1.390	20.54	23.37	24.50	28.02	37.43
19	1.405	20.77	23.62	24.76	28.32	37.83
20	1.420	20.99	23.87	25.03	28.62	38.24
21	1.435	21.21	24.12	25.29	28.92	38.64
22	1.450	21.43	24.37	25.56	29.23	39.05
23	1.465	21.65	24.63	25.82	29.53	39.45
24	1.480	21.87	24.88	26.09	29.83	39.85

One-time stipend of \$2500

WAGE SCHEDULE

FY21

Effective July 1, 2020

3.25% Increase on the base; Employees receive 1 experience step.

STEP	INDEX	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5
1	1.000	15.26	17.36	18.20	20.82	27.81
2	1.030	15.72	17.88	18.75	21.44	28.64
3	1.060	16.18	18.40	19.30	22.06	29.47
4	1.090	16.63	18.92	19.84	22.69	30.31
5	1.120	17.09	19.44	20.39	23.31	31.14
6	1.150	17.55	19.96	20.93	23.94	31.98
7	1.180	18.01	20.48	21.48	24.56	32.81
8	1.210	18.47	21.00	22.03	25.19	33.64
9	1.240	18.92	21.52	22.57	25.81	34.48
10	1.270	19.38	22.04	23.12	26.44	35.31
11	1.285	19.61	22.30	23.39	26.75	35.73
12	1.300	19.84	22.56	23.66	27.06	36.15
13	1.315	20.07	22.82	23.94	27.37	36.56
14	1.330	20.30	23.08	24.21	27.68	36.98
15	1.345	20.53	23.34	24.48	28.00	37.40
16	1.360	20.75	23.60	24.76	28.31	37.82
17	1.375	20.98	23.86	25.03	28.62	38.23
18	1.390	21.21	24.13	25.30	28.93	38.65
19	1.405	21.44	24.39	25.58	29.25	39.07
20	1.420	21.67	24.65	25.85	29.56	39.48
21	1.435	21.90	24.91	26.12	29.87	39.90
22	1.450	22.13	25.17	26.39	30.18	40.32
23	1.465	22.36	25.43	26.67	30.49	40.73
24	1.480	22.59	25.69	26.94	30.81	41.15

One-time stipend of \$2350

WAGE SCHEDULE

FY22

Effective July 1, 2021

2.75% Increase on the base; Employees receive 1 experience step.

STEP	INDEX	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5
1	1.000	15.68	17.84	18.70	21.39	28.57
2	1.030	16.15	18.37	19.26	22.03	29.43
3	1.060	16.62	18.91	19.82	22.68	30.29
4	1.090	17.09	19.44	20.38	23.32	31.15
5	1.120	17.56	19.98	20.94	23.96	32.00
6	1.150	18.03	20.51	21.51	24.60	32.86
7	1.180	18.50	21.05	22.07	25.24	33.72
8	1.210	18.97	21.58	22.63	25.88	34.58
9	1.240	19.44	22.12	23.19	26.53	35.43
10	1.270	19.91	22.65	23.75	27.17	36.29
11	1.285	20.15	22.92	24.03	27.49	36.72
12	1.300	20.38	23.19	24.31	27.81	37.15
13	1.315	20.62	23.46	24.59	28.13	37.58
14	1.330	20.85	23.72	24.87	28.45	38.00
15	1.345	21.09	23.99	25.15	28.77	38.43
16	1.360	21.32	24.26	25.43	29.09	38.86
17	1.375	21.56	24.53	25.71	29.41	39.29
18	1.390	21.79	24.79	25.99	29.74	39.72
19	1.405	22.03	25.06	26.27	30.06	40.15
20	1.420	22.27	25.33	26.55	30.38	40.58
21	1.435	22.50	25.60	26.84	30.70	41.00
22	1.450	22.74	25.86	27.12	31.02	41.43
23	1.465	22.97	26.13	27.40	31.34	41.86
24	1.480	23.21	26.40	27.68	31.66	42.29

One-time stipend of \$650

B. Overtime/Compensatory Time

1. All employees shall be paid one and one-half (1½) times their regular hourly rate of pay for all hours worked during each work week in excess of forty (40) hours.
2. In lieu of being paid for overtime, an employee may elect to accrue up to twelve (12) hours of compensatory time per pay period with total accrual not to exceed three (3) work days at any time. The employee must request and obtain approval in advance to use compensatory time from their immediate supervisor. All compensatory time must be used within four (4) pay periods after the pay period accruing the leave. Compensatory time may only be used in increments of one-half (½) hour, up to a maximum of twelve (12) hours per week. Employees accruing or using compensatory time must record such accrual or use on their time sheet. An *Employee Kiosk* request must be approved prior to using compensatory time.
3. Any employee intending to work any hours of overtime or any hours beyond his/her regularly scheduled work hours in any work week shall obtain pre-approval from his/her regular supervisor prior to actually working any such hours.
4. Hours worked for purpose of calculating overtime shall include all hours during which an employee is physically present and on duty in an assigned contracted work station and/or assigned contracted duty.
5. Employees shall be paid one and one-half (1½) times their regular hourly rate for all hours required to work on Sundays (unless the employee's normal schedule begins on Sunday) and shall be paid double time their hourly rate, which is inclusive of holiday pay, for all hours required to work on paid holidays as listed in [Article XVIII \(E\)](#) of this Agreement.

C. Call-In Time

Employees on "call in" will be paid for a minimum of two (2) hours.

D. Shift Differential

Those employees who begin their shift between 2:00 p.m. to 6:00 a.m. will receive the shift differential of forty (40) cents. Any other employee who works regularly scheduled hours, not flexed, from 6:00 p.m. to 6:00 a.m. will receive the differential for those hours worked within this time frame.

E. Experience Credit

1. Employees who have worked at least one hundred and twenty (120) days within one (1) school year shall be given a year of experience credit on the Wage Schedule at the beginning of the following school year.
2. No newly hired employee shall be placed higher than Step 9 on the salary schedule for prior experience in a similar position. Partial increments on the wage schedule will not be granted.
3. Any employee who is contracted to work less than one hundred and twenty (120) days per year shall be given a year of experience credit on the Wage Schedule at the beginning of every other school year.

F. Additional Compensation for Teacher Absence

In the event a teacher is absent three (3) or more consecutive days on which the assigned teacher assistant is on assignment with the students, the teacher assistant will be additionally compensated for their assistance. Beginning on the third consecutive day, the teacher assistant will receive an additional two (2) hours pay for each succeeding consecutive day that the teacher is absent on which the teacher assistant is on assignment with the students to a maximum of five (5) days with the same substitute teacher. The additional pay will be prorated according to the percentage of the work day during which the teacher assistant is assigned to the absent teacher's classroom.

In the case where a teacher assistant is on assignment with the students and holds an industry credential required for student certification hours, the teacher assistant will be compensated three (3) hours of pay for each day that the regular classroom teacher is absent. This applies when an appropriately credentialed substitute teacher is not available. The additional pay will be prorated according to the percentage of the work day during which the teacher assistant is assigned to the absent teacher's classroom.

G. Employee Substituting

Employees under contract may work as a substitute in another job within the District for the same wage as contracted in the employee's regular position.

H. Early Notification Incentive

Any employee eligible to retire and has at least ten (10) years of service with the District shall receive an incentive of One Thousand Dollars (\$1,000) for providing the District with early notification of retirement. In order to receive the early notification incentive, the employee must provide written notification to the Board Treasurer at least ninety (90) days prior to separation. The Board will pay out the incentive to qualifying employees in one lump sum at the same time as any severance payment.

ARTICLE XVII – INSURANCE

A. Eligibility for Insurance

1. Any regularly contracted employee who works at least thirty (30) hours per week shall be entitled to have the Board pay one-hundred percent (100%) of the Board's total contribution for all of the types of insurance listed in the following paragraphs.
2. Any regularly contracted employee who works at least twenty (20) hours per week but less than thirty (30) hours per week shall be entitled to have the Board pay fifty percent (50%) of the Board's total contribution as defined for any or all of the types of insurance listed in the following paragraphs.
3. Any employee working less than twenty (20) hours per week may secure insurance coverage by arranging payments with the Board Treasurer at full cost to the employee. Upon written request, during open enrollment or within thirty (30) days of an eligible qualifying event, the employee's insurance coverage shall be effective.
4. The fact that an employee is eligible for insurance shall not require the employee to participate in any insurance program.
5. Health insurance and other insurance coverage shall not be interrupted during the summer months.
6. If spouses are employed by the Board, only one spouse will be enrolled for family coverage or each may be enrolled for single coverage.

B. Separation Procedure

1. The health benefits of any employee who leaves employment by resignation will remain in effect through the last day of the month of the departing employee's last pay period.
2. The health benefits of any employee who leaves employment due to retirement will remain in effect through the last day of the employee's contract, or official date of retirement, whichever is earlier.

C. Health Insurance Plan

The Board will provide a High Deductible Health Savings Account (HD/HSA) insurance plan for eligible staff members. The Board may accept an alternative recommendation from the Health Labor Management Committee ("HLMC Committee").

The Board will pay up to ten percent (10%) of the health insurance premium increase over the previous rate. When notification of an impending insurance increase in excess of ten percent (10%) is received by the Board, an immediate notification will be forwarded to the association president and the HLMC Committee. If the rate increases more than ten percent (10%), the parties agree to meet and discuss methods to contain the overall health insurance costs by implementing one (1) or more of the following:

1. Change benefit level or co-pay for that benefit
2. Carrier changes
3. Premiums over ten percent (10%) will be paid by the employee
4. Any other viable cost reduction method

If the premium does not increase to the maximum ten percent (10%), then the unused percentage will be carried over for use during the next year to increase the cap or to restore changes that were mandated due to an increase over the ten percent (10%) cap in previous years.

1. The Board will pay ninety percent (90%) of the single or eighty-five percent (85%) of the family premium.
2. The Board will contribute fifty-five (55%) of the In-Network deductible per year (as listed below) to the HSA for single or family coverage for employees eligible for HSA contributions.

Plan Type	In-Network Deductible	Out-of-Network Deductible
Single	\$2,000	\$4,000
Family	\$4,000	\$8,000

3. For employees deemed ineligible for HSA contributions, by federal law, who elect single or family coverage, the Board shall contribute an amount equal to fifty-five percent (55%) of the In-Network deductible to the employee or to a Section 125 plan. It is understood that the Board's contribution under this provision, in the form of a payout to the employee, cannot be with pre-tax dollars and will constitute taxable income to the employee.
4. The Board shall establish a Section 125 Plan for the exclusive purpose of allowing staff members to pay their portion of insurance premiums under this Section on a pre-tax basis to the full extent permitted by law, such plan to remain in effect so long as laws and Internal Revenue Service rules concerning same remain substantially unchanged.
5. Employees may make additional pre-tax contributions consistent with IRS regulations by payroll deduction. Employees shall determine their contribution for the year at the time of enrollment. Changes can be made during the open enrollment period.

Board contributions to HSA accounts will be made with fifty percent (50%) of the contribution being made in October and fifty percent (50%) of the contribution being made in March of each year. Employees hired on or after October 1 shall receive a pro-rated Board contribution based on the number of months employed by the District for the initial year. Employees who leave the insurance plan for any reason during the following twelve-month period will reimburse the Board at the rate of one-twelfth of the Board paid contribution for each month that the employee is no longer in the plan. Employees planning on regular retirement may request, in writing to the Treasurer by September 15, that the Board only contribute a pro-rated amount into the HSA. The Board will not seek recovery of any HSA contribution made on behalf of an employee who passes away during active employment or whose contract is suspended in whole or in part due to a reduction in force implemented by the Board of Education.

6. Employees may sign up for the insurance plan during the open enrollment period of each year.

D. Dental Insurance

The Board shall provide a dental insurance plan for the employees who are eligible and pay one-hundred percent (100%) of the premium for employees who work at least thirty (30) hours per week. The Board will pay fifty percent (50%) of the premium for employees who work less than thirty (30) hours per week.

E. Term Life Insurance

The Board will pay one-hundred percent (100%) of the premiums for a \$50,000 term life insurance plan for all employees. This policy shall include an accidental death and dismemberment provision. At the time of an employee's disability or retirement, the Board, by certified mail, shall send a copy of the employee term life insurance booklet to the employee's last known address or the deceased employee's beneficiary, if known.

F. Vision Insurance

The Board will pay seventy-five percent (75%) of the premium for single and family vision insurance, with the Board selecting the vision plan. Employees will not be required to participate.

G. Opt-Out Incentive

Beginning with the open enrollment of 2019, full-time staff members who are eligible for insurance may receive an annual stipend for waiving medical, dental, and vision insurance. Waiver must be completed during open enrollment each year. If an employee waives the benefits, such employee may not revoke the waiver until the next open enrollment period. An exception to this waiver would be loss of coverage due to a qualifying event.

Plan Eligibility	Opt-Out Amount
Single	\$1500
Employee plus 1 and family	\$3000

Employees waiving benefits, but on the Board's insurance plan (for example - married couples who are both employed by the district) are not eligible for this benefit.

Employees who leave employment before the end of the school year will have the pro-rated amount applied to their final pay. Employees who depart due to retirement will be paid the pro-rated amount in their severance payment.

The Opt-Out Incentive will be paid in August for the previous school year based on the amount of time the employee has opted-out of the school insurance plan.

ARTICLE XVIII – OTHER BENEFITS

A. IRS Section 125

An IRS Section 125 plan is offered to all employees.

B. COBRA

Employees who become eligible may elect to continue the employer-provided medical benefits as provided pursuant to federal COBRA law.

C. Severance Pay

1. An employee of the Board at the time of retirement from active service, defined as being eligible for service retirement and an application has been approved by the Ohio School Employees Retirement System, may make application to be paid in cash for twenty-seven percent (27%) of the value of employee's accrued but unused sick leave, not to exceed seventy (70) days. However, all employees are required to be employed by the Board for a minimum of ten (10) years before applying for such payment. Such payment shall be based on the employee's current daily rate of pay at the time of retirement. Payment of sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee. The employee may choose from two (2) payment options:

- a. Payment shall be made to the employee the next available pay period after the employee has provided to the treasurer written verification of the commencement of retirement, in the form of the first pay stub from SERS. This payment will be subject to all taxes, but no retirement contribution will be deducted.
- b. The employee may establish a tax-deferred annuity to be deducted from the employee's severance payment calculation, provided the annuity amount falls within the maximum exclusion allowance as described by the IRS. The election to defer severance pay is irrevocable after the Board accepts the resignation. If the employee wishes to select this option, it is the employee's responsibility to make sure that all required paperwork is complete according to the above requirements. If there is remaining severance pay, it will be paid in a lump sum, after the employee has provided to the treasurer written verification of the commencement of retirement, in the form of the first pay stub from SERS.

2. In the event of the death of an active employee under contract to the Board, such employee shall be deemed to have made application for severance pay or to have retired on the date immediately preceding the day of death.

D. Vacation

Vacations shall be granted to employees who are employed on a full-time basis (30 or more hours per week) for eleven (11) or twelve (12) months per year per Section 3319.084 of the Ohio Revised Code as follows:

1. **Accumulation**

- a. The accumulation period shall be July 1 through June 30 of each fiscal year.

b. **Rate of accumulation:**

Years of Service	Number of Hours Equivalent to
0-5	12 days of the employee's work days per year
6	13
7	14
8	15
9	16
10	17
11	18
12	19
13	20
14	21
15 and after	22

- i. A year of service is defined as one hundred and twenty (120) contractual and paid days.
- ii. Less than one hundred and twenty (120) contractual and paid days will not be counted towards years of service for vacation accumulation purposes. However, vacation will be earned during any period, even less than one hundred and twenty (120) days.
- iii. The rate of accumulation shall be stated in terms of "days."
- iv. If an employee is transferred (voluntarily or involuntarily) to a different position within the district, the employee(s) years of service shall remain intact.

- c. The accumulated vacation time shall be posted into each staff member's account on a monthly basis. Vacation accumulated during a month shall be posted and available to the staff member during the month following the month of accumulation.

2. **Utilization**

- a. The utilization period shall be July 1 through June 30 of each fiscal year.
- b. Vacation shall be used in full hour increments.
- c. The utilization of available vacation shall be in units of at least one (1) hour.
- d. Notice requirements

Upon seven (7) days' notice to the employee's supervisor, vacation shall be granted if the employee has vacation days available, provided that the immediate supervisor may deny or delay vacation leave requests if a vacation would disrupt or cause hardship to Career Center operations. However, vacation leave requests will not be unreasonably denied nor will this decision be arbitrary or capricious. The employee's immediate supervisor may make

exceptions to the seven (7) days' notice by granting the requests if less than seven (7) days' notice is given.

- e. Every attempt must be made to use completely all accumulated and available vacation within the utilization period (July 1 through June 30).
 - f. The employee can exercise one of the following options:
 - i. Option 1: The number of hours equivalent to up to fourteen (14) of the employee's work days of unused vacation may be carried over into the next accumulation period. The employee must notify the Treasurer in writing on or before June 30 if the employee elects this option; or
 - ii. Option 2: Up to a maximum of two (2) times in any school year, the employee may request in writing to be paid in cash for up to fourteen (14) accrued but unused vacation days at full cash value. The maximum number of vacation days that can be cashed in per request shall be seven (7). The written request must be submitted to the Treasurer at least fourteen (14) calendar days in advance of payment. The request may be made at any time during the fiscal year (July 1- June 30). The employee's vacation balance shall be decreased by the number of days cashed in.
 - g. It is the employee's decision whether to carry over vacation or to receive pay for available vacation. If no option is specifically exercised pursuant to section (f) above, up to fourteen (14) vacation days will automatically carry over to the next accumulation period.
 - h. Full-time, twelve (12) month employees are required to take five (5) vacation days per year, in full-day increments.
3. Upon separation from employment an employee shall be entitled to payment at the employee's current rate of pay for all accrued but unused vacation leave remaining at the time of separation from employment. In case of the death of an employee, the employee's estate shall be paid at the employee's rate of pay at the time of death for all accrued but unused vacation leave remaining at the time of the employee's death.
4. Employees employed pursuant to a two hundred sixty (260) day contract working less than thirty (30) hours/week, may request up to ten (10) unpaid days of leave per year. Requests shall be made at least seven (7) days in advance and approved by the Employee's supervisor. This unpaid leave shall not be subject to carry-over or pay-out.

E. Holidays

1. Employees shall receive the following paid holidays:

11- and 12-Month Employees

Labor Day

Thanksgiving

Day after Thanksgiving

Christmas Eve

9- and 10-Month Employees

Labor Day

Thanksgiving

Day after Thanksgiving

Christmas Eve

Christmas Day	Christmas Day
New Year's Day	New Year's Day
Martin Luther King Day	Martin Luther King Day
Memorial Day	**Memorial Day
President's Day	President's Day
**Independence Day	

Key: **If occurring during employee's work year.

2. Employees whose regular schedules are limited to weekend days shall receive paid holidays only when the holiday falls on their scheduled work day.

Full-time employees whose regular schedule includes the weekend, and are not scheduled Monday and Tuesday, will observe holidays falling on those days on the preceding Sunday. Christmas Eve and Christmas Day holidays will be scheduled annually by the Treasurer's Office.
3. The day before Thanksgiving is a contracted day for all classified staff. Teaching assistants and the in-school discipline assistant who are not requested to work that day must make up the required hours for that day prior to the day before Thanksgiving. The Employee must document (via the *Employee Kiosk* comment box or similar electronic means) when the hours are made up. Employees who have not made up the required hours prior to Thanksgiving must submit a leave request for those hours.
4. If Christmas Eve falls on a weekend, it will be observed on the last work day before the actual holiday.

F. Adult Education Courses

Any employee may, by payment of lab fee, be permitted to enroll in one (1) Adult Education course per year, and the board will pay up to \$250 towards the tuition for that course providing the class has enough paid students to run the class and the class has not reached the enrollment limit.

G. SERS Pick-Up

The Board agrees to an SERS Pick-Up Plan for all School Employee Retirement System members. This plan is the salary reduction annuity process. There shall be no cost to the Board of Education, and total amount of annuities cannot exceed the total dollar amount prescribed by SERS and Internal Revenue Service rules.

H. Tuition Reimbursement

1. The Board shall reimburse bargaining unit member up to sixty percent (60%) of tuition cost not to exceed fifteen (15) quarter hours or ten (10) semester hours (in any school year) toward the cost of attending college or up to sixty percent (60%) of workshop fees not to exceed an equivalent amount.
2. The college tuition reimbursement amount will be determined using sixty percent (60%) of the current Wright State University undergraduate tuition subject to the following provisions:

- a. All tuition reimbursement requests must be submitted to the Superintendent for approval on the designated tuition reimbursement request form prior to the start date for each course.
- b. Employees receiving tuition reimbursement who elect to leave employment with the Board within one (1) calendar year of course completion shall repay the Board the full amount of the reimbursement. Employees having been employed by the Board for five (5) or more years are exempt from repayment to the Board.
- c. To be eligible the Employee must submit evidence of grade “B” or better or a “P” in a preapproved pass/fail course upon completion of the said course(s).
- d. Courses must be offered by an accredited college or university except for workshops offered in specialized areas.
- e. Courses of equivalent training such as workshops must be job-related.
- f. Before reimbursement is made, both a receipt (attached to the tuition reimbursement request form) showing payment for the tuition cost and transcript documenting satisfactory completion of the course must be submitted to the Superintendent’s Administrative Assistant. Reimbursement will then be made within thirty (30) days.

I. Uniforms

The Board shall provide five (5) pairs of pants, five (5) short sleeve shirts and five (5) long sleeve shirts for maintenance at the time of hire. Uniforms must be worn during scheduled work hours. The Board shall reimburse a maximum of \$80 annually for garments or footwear for maintenance and as deemed necessary by the administration for other employees.

Lab coats will be made available to teaching assistants assigned to career technical and science laboratories.

J. Student Trips

Any employee who chaperones a student trip, with the Supervisor’s pre-approval, will be paid their hourly rate for all hours worked up to forty (40) hours. If the employee works over a forty (40) hour week, they will receive time and one-half (1½) pay for all hours worked in excess of forty (40) hours. On an overnight student trip, a person who has not worked forty (40) hours will receive their hourly rate for all hours worked plus an additional \$100.00 stipend. Employees eligible for overtime pay will receive only that pay and will not be eligible for the \$100.00 stipend.

ARTICLE XIX – ABSENCE REGULATIONS

A. Personal Leave

Each employee will be authorized the number of hours equivalent to three (3) of the employee's work days annually for personal leave. For employees whose first day of work with the district is on or after the first day of classes in the second semester of the school year, those employees shall be authorized one and one-half (1½) days in that school year for personal leave. For purposes of this section, the word "day" shall be the equivalent of the individual employee's normal work day. Such leave will be granted upon notification, subject to the following conditions:

1. The employee shall notify the supervisor at the earliest possible time prior to taking personal leave. Notification shall be given to the supervisor seventy-two (72) hours in advance unless circumstances make it impossible to comply with this requirement. An *Employee Kiosk* (or similar electronic means) request must be completed for any day used.
2. Personal leave shall be used in full hour increments.
3. Personal leave for any day(s) will be limited to ten (10%) of the bargaining unit with no more than two (2) persons per classification to be on personal leave on the same day.
4. Unused personal leave will be converted to sick leave at the end of each year.

B. Sick Leave

1. Hours of absence authorized for sick leave shall be deducted from the sick leave accumulation. The number of hours equivalent to one and one-fourth (1¼) of the employee's work days of sick leave shall be granted to contracted employees per month as per state law. Employees will receive up to the number of hours equivalent to fifteen (15) of the employee's work days per year. Contracted part-time employees shall accumulate sick leave for contracted time. Unused sick leave shall accumulate to three hundred (300) days.
2. Employees who are contracted to work less than one hundred and twenty (120) days per year, sick leave will be prorated based on the number of hours they are contracted to work per week divided by forty (40).
3. Sick leave shall be used in full hour increments.
4. Should an employee have absences due to illness of more than the total accumulated sick leave, such employee may be granted an advancement of sick leave up to the number of hours equivalent to five (5) of the employee's work days.
5. Previously accumulated sick leave of any employee who had been separated from another public Ohio agency as provided in O.R.C. 3319.141 shall be accepted at full value up to three hundred (300) days provided none of such previously accumulated sick leave has been converted to pay upon retirement from another Ohio public agency as provided by O.R.C. 124.39.
6. Standard reasons acceptable for sick leave are the following:
 - a. Personal illness

- b. Injury
 - c. Exposure to contagious disease which could be communicated to others
 - d. Absence due to illness, injury, or death of a member of employee's immediate family; or
 - e. Disability due to pregnancy
7. For the purpose of absence due to illness, injury, or death in the employee's immediate family, immediate family shall be defined to include bonafide members of the employee's household and/or spouse, parent, child, in-laws, brother, sister, grandparent, grandchild, or any relative who is dependent upon the employee. Stepchildren, stepparents, foster children, and foster parents shall be considered immediate family for this purpose.
 8. Sick leave requests will be made using *Employee Kiosk* (or similar electronic means). It is the employee's responsibility to complete and submit a leave request within three (3) days after the employee's return to work from sick leave.
 9.
 - a. Accrued sick leave is intended to prevent undue hardship to the employee.
 - b. Sick leave is not to be used as personal or vacation leave.
 - c. Sick leave may only be used for the purposes stated above.
 - d. Sick leave abuse, including falsification of sick leave records, shall be sufficient cause for discipline.
 - e. Generally, documentation to verify sick leave or to verify that a caregiver's presence was necessary may be required for the following:
 - (i) absences of more than three consecutive work days;
 - (ii) any use of sick leave immediately following or preceding vacation, holiday, or other approved leave.
 - f. The Board reserves the right to require proper documentation for the use of sick leave by an employee or to permit an employee to return to work after an extended absence.

C. Perfect Attendance Bonus

1. A quarterly annual bonus of \$100 will be paid to each employee who has perfect attendance during the periods of July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30 for each year of this contract. The bonus will be paid within thirty (30) days of the end of each quarter.
2. Any sick leave, personal leave, or unpaid leave usage during these time periods will cause the employee to be ineligible for the perfect attendance bonus for that time period but will not affect the employee's eligibility for the perfect attendance bonus for subsequent time periods.
3. The maximum perfect attendance bonus that can be earned in any fiscal year is \$400.
4. In order to be eligible, an employee must have been under contract at least one hundred and twenty (120) days before the end of the contract year.

D. Sick Leave Fund

1. The purpose of a sick leave fund is to give additional days of sick leave to employees of the bargaining unit who experience personal serious accidental injury, emergency surgery or a catastrophic illness. Medical documentation may be required. If the employee has used all of the employee's personal, vacation and sick leave and applies ([Form Appendix F](#)) to the Sick Leave Fund, the employee may receive a gift of the number of hours needed, not to exceed twenty (20) days per contract year.
2. After the employee applies, a committee of three (3) employees appointed by the Association President, the Superintendent and the Treasurer shall meet and at the committee's discretion, through consensus, give notice to employees that there is a need for sick leave donations. The identity of the employee requesting a leave donation will not be revealed when the request for donations is made.
3. No employee may give more than the number of hours equivalent to two (2) of the employee's work days per year.
4. The employee receiving the gift of sick leave days shall return to work as soon as his/her physician permits the return.
5. Employees submitting donations will complete the Sick Leave Fund Donation Form ([Appendix G](#)).

E. Child Care Leave

1. Child care leave shall be granted to an employee to care for a newborn child, an adopted infant under two (2) years of age or a child for whom the adoptive agency requires full-time parental care for up to twelve (12) consecutive months without pay. Extensions may be granted at the discretion of the Board. Any employee shall submit a written request to the Superintendent not later than thirty (30) days prior to the anticipated leave date (except where an adoptive agency gives less than thirty (30) days' notice), advising the Superintendent of the anticipated date of the leave and further advising the Superintendent of the approximate dates that the employee shall commence and end child care leave.
2. If, prior to the date set for initiation of child care leave, the Superintendent believes that the employee is medically unable to perform adequately as a result of a pregnancy, the Superintendent may request the employee to submit a certification from her obstetrician attesting to her ability to continue working. The employee will normally return to service six (6) weeks after the end of the pregnancy. Upon providing the Superintendent with a medical certification from her physician that she is unable to resume her duties within six (6) weeks after the end of the pregnancy, this period may be extended. The Superintendent and the Board have discharged their responsibility under this policy by offering the returning employee the original or similar position held by the employee.
3. The term of the employee's contract shall not be extended by child care leave; but in the event that the employee's limited contract expires while on child care leave, the contract will be renewed or non-renewed in accordance with normal procedures for all.

4. The Board recognizes that the granting of unpaid child care leave does not preclude an employee from also exercising statutory rights to sick leave in accordance with the statutory law of Ohio.
5. The employee on leave may exercise the option of maintaining group insurance coverages at the employee's expense during such leave and if allowable by the insurers. The employee will pay to the Treasurer the full monthly premium of insurance charged to the school district at least fifteen (15) days in advance of the time the premium must be paid by the Board of Education.

F. Family Medical Leave

1. Notwithstanding other provisions of this Agreement, the Board agrees to abide by the provisions of the Family and Medical Leave Act ("FMLA") of 1993 including but not limited to the provisions set forth in this section. The parties to this agreement agree that all benefits guaranteed by the FMLA will be provided to employees covered by this Agreement.

This Article is intended to be consistent with the FMLA, as amended. If the FMLA is amended and becomes inconsistent with this Article, the federal law will supersede this Article. If the federal law is amended, it is the District's responsibility to notify the association president of the changes and to post the amended FMLA changes to the negotiated agreement through an MOU that will become part of the contract as soon as the District is made aware of such amendments.

2. Eligibility

An employee must have worked for the district for a total of twelve (12) calendar months and must have worked at least 1,250 hours during the twelve (12) calendar month period immediately preceding the employee's request for FMLA leave to be eligible for benefits under the FMLA.

3. Leave Provisions

- a. Each eligible employee is entitled to and shall be granted upon request up to twelve (12) weeks of unpaid leave during the twelve (12) calendar month period beginning on the date the employee's first FMLA leave begins (i.e., the twelve (12) month period is specific to each employee) to care for a newborn child or for a child, parent or spouse who has a serious health condition or to recover from the employee's own serious health condition as defined by the FMLA. Such leave may be taken for the care of a newly adopted or newly placed foster child, as well as a newborn child.
- b. Any leave beyond twelve (12) weeks during the twelve (12) calendar month period for these combined purposes may be granted pursuant to the other leave provisions of this Agreement.
- c. Eligible employees may choose to use paid leave granted by other provisions of this Agreement before electing to take FMLA leave.
- d. Leave taken to care for a newborn, newly adopted, or newly placed foster child must conclude within twelve (12) months after birth or placement of the child. The employee must give the Board at least thirty (30) days' notice of the birth or placement, if possible, or as much notice as possible if less than thirty (30) days.

- e. The employee shall give at least thirty (30) days' notice for foreseeable leave taken due to planned medical treatment for the employee's own serious health condition or for the serious health condition of the employee's child, parent, or spouse. However, if the date of the treatment requires leave to begin in less than thirty (30) days, then the employee shall provide such notice as is practicable. The employee shall make reasonable efforts to schedule such foreseeable leave for planned medical treatment so as to minimize any disruption to the workplace.
 - f. Leave under the FMLA may be taken intermittently when medically necessary due to the employee's own serious health condition or due to the serious health condition of the employee's child, parent, or spouse. The employee will attempt to schedule medical procedures so as not to interrupt the employee's work unnecessarily.
4. Protection of Employment and Insurance
- a. The Board shall return the employee taking a leave under this section to the same or comparable position the employee occupied prior to the leave.
 - b. The Board shall continue to pay the Board contribution to the current medical insurance policy for the employee while they are on leave under this Section.
 - c. The taking of a leave under this Section shall not result in the loss of any employment benefit and/or seniority accrued prior to the date the leave commenced.
5. Medical Certification
- a. The Board will require medical certification from a licensed physician as to the medical necessity for a leave under this Section and the probable duration of the leave. Such certification will include a statement by the physician that the employee is unable to perform all the duties of the employee's position or that the employee's presence is required to care for a seriously ill family member. This certification will be given at least one (1) week before the leave, except in an emergency. Update certifications must be presented every thirty (30) days.
 - b. The Board may require an employee on FMLA Leave to submit medical recertifications periodically as to the employee's or the employee's family member's current medical status and the employee's intent to return to work.

G. Court Leave

Any employee who serves as a juror or who is subpoenaed to appear in court regarding school business shall continue to receive regular wages so long as the employee remits to the Treasurer all juror or witness compensation. This leave shall not be available to employees who have initiated legal action against the Board when their absence is related to that cause of action.

H. Military Leave

Employees called to active duty in a branch of the U.S. Military will be returned to work as prescribed in O.R.C. 3319.085 and by federal law.

I. Professional Leave

1. Absence for attendance at a professional meeting must have prior approval of the Director. Requests must be made using the *Employee Kiosk* system or similar electronic means.
2. Each employee can apply for and may be granted professional leave for a job-related activity. Employees should apply for such leave at least two (2) weeks in advance of the leave day.
3. Once a leave is approved, it will not be denied later due to difficulty in procuring a substitute replacement.
4. Expenses for such leave will be reimbursed, upon submission of appropriate receipts, according to the following schedule: mileage incurred at the rate established by the Internal Revenue Service, registration fees, meals, required lodging and miscellaneous expenses up to \$50.00 when they are combined with the program.

J. Assault Leave

1. Up to one hundred and twenty (120) working days of assault leave shall be granted to an employee who is absent due to a substantiated disability resulting from a verbal or physical assault, as defined in [Article I](#) of this Agreement, that occurred during the course of the employee's employment with the Board. This disability must be verified by a physician/licensed counselor and the Superintendent. The employee shall furnish the Board with a signed statement to justify the use of assault leave. If the employee requires medical attention as a result of an assault, a certificate from a licensed physician stating the nature of the disability and its duration shall be required before assault leave can be approved for payment. The Board has the right to require that the employee be examined by a physician of the Board's choosing at the Board's expense in order to verify the claimed disability. The employee shall receive full pay and fringe benefits while on leave. Assault leave shall not be charged against sick leave. Any employee absent due to assault shall be obligated to provide the Board a physician's statement relative to the employee's physical ability to return to work.
2. The Board acknowledges the right of any employee to file charges against any student, parent, guardian or other person who assaults, threatens, menaces or harasses the employee or who vandalized the employee's real or personal property.
3. An employee who has immediately reported any student who has verbally or physically assaulted the employee or who has vandalized or deliberately damaged the employee's real or personal property will not have the student placed if at all possible in the employee's activity without a parental/employee conference to develop a student behavior contract.
4. Should an assault occur, the employee affected shall file a claim with the Ohio Bureau of Workers' Compensation. Any lost wages received from the Bureau will be deducted from what the Board is obligated to pay such employee.

K. Administrative Leave

The Board may place an employee on administrative leave.

L. Limited Leave of Absence

An employee with one (1) year of continuous service is eligible to request unpaid limited leave of absence of one (1) to five (5) days duration but not to exceed five (5) days in any school year. Such leave request(s) shall be submitted to the Superintendent/Designee no later than ten (10) days prior to the beginning date of the requested leave. The Superintendent/Designee shall have the right to limit the number of employees permitted to take a limited leave of absence on any given day(s) and/or refuse to grant permission to take such leave.

M. Extended Leave of Absence

1. Extended leave is considered to be a leave of more than ten (10) days. If time allows, an employee going on an extended leave will meet with the employee's immediate supervisor to determine how the employee's tasks will be accomplished during the leave. A determination will be made as to whether these tasks can be accomplished through the use of a substitute or by distribution of tasks to other employees.
2. In the event an employee assumes additional duties due to another employee's being on an extended leave, the supervisor will meet with the affected employee to periodically prioritize workload and discuss the need for overtime or temporary help.

N. Miscellaneous Leave Provisions

1. Filling a Leave Position

If a vacancy is created by an employee who is on an extended leave of absence and it is deemed necessary to fill that vacancy, the most senior employee who is qualified in the classification will fill the vacancy if he/she desires with the same contractual hours and benefits until the employee on leave returns.

2. Return from Leave

Any employee returning from a paid or unpaid leave of absence or SERS disability retirement leave shall return to the same or similar position with the same number of hours/days/shift if the position exists as when the employee went on leave. The employee replacing the employee on leave shall be returned to the employee's former position if it exists.

O. Bereavement Leave

For death in the immediate family up to three (3) days of paid bereavement leave may be requested. If additional time is needed or for funerals of family members not included in the definition, the Superintendent may authorize the use of sick leave. Leave requests shall name the relationship to the employee. For funerals of non-family members, personal leave may be utilized. For the purpose of bereavement leave, the term "immediate family" shall be defined to include bonafide members of the employee's household and/or spouse, parent, child, in-laws, brother, sister, grandparent, grandchild, or any relative who is dependent upon the employee. Stepchildren, stepparents, foster children, and foster parents shall be considered immediate family for this purpose.

P. Leave Reporting Procedure

1. All leave taken pursuant to any provision of this Article must be reported by the employee using the *Employee Kiosk* system or similar electronic means. Anyone taking professional leave must also report the reimbursement of expense information electronically. Sick leave must be entered into the electronic system and be submitted to the employee's supervisor within three (3) days (excluding holidays, calamity days and weekends) of returning from an absence. All other leave types must be approved in advance. Request for professional leave along with reimbursement of expense information must have supervisor preapproval for expenses to be reimbursed.
2. Employees may have their pay docked for absences that have not been substantiated by an approved leave. Employees will be given written notification from the Treasurer's Office at least one week in advance of the payday providing the last day for leave submission. If leave is not entered by the deadline, the pay will be docked.
3. Any employee who is going to be absent, late or who needs to leave early shall follow the appropriate procedure to arrange for substitute coverage and notify their supervisor as soon as possible. If substitute coverage is required for a prearranged absence, the sub request shall be entered electronically for supervisory approval.

ARTICLE XX – EVALUATION

A. Purpose

The purpose of an evaluation is to assess an employee’s work performance, to help the employee to achieve greater effectiveness in performance of the work assignment.

B. Conduct of Evaluations

1. A Classified Evaluation Committee, determined by the Superintendent and the Association President, shall be comprised of an equal number of bargaining unit members and administrative staff members. The committee shall:
 - a. Develop evaluation criteria
 - b. Define and/or amend the evaluation instrument
 - c. Determine timelines and schedule unless otherwise noted in the Ohio Revised Code
 - d. Continue to use the current evaluation tool until a new tool is developed
2. If a current member on the Classified Evaluation Committee is vacated during this process, a new member shall be appointed by the Superintendent and the Association President.
3. Employees shall be evaluated using the evaluation instrument approved by the Classified Evaluation Committee and the Board of Education. Pending the recommendation from the Classified Evaluation Committee, the evaluation instrument and language from the 2016-2019 bargaining agreement will remain in effect. Employees may grieve the evaluation procedure but not the substance of the evaluation. Employees may attach a rebuttal to the Evaluation Instrument if the employee disagrees with the substance of the evaluation.

ARTICLE XXI – PERSONNEL FILES

A. Official File

1. There shall be one (1) official personnel file for each employee which will have contents limited to items relating to work performance, discipline, and routine financial or personnel data. All employees shall be entitled to the rights granted by O.R.C. Chapter 1347 with the following procedures to apply.
2. It is recognized that the Treasurer may have a need to keep copies of an employee's employment contracts, certificates or licenses, and other documents specifically related to the Treasurer's duties.

B. Review of File

1. An employee shall have the right, upon request and with reasonable notice, to review the contents of the employee's personnel file and to receive one (1) copy of any document contained therein.
2. An employee may have an Association representative present when the employee inspects the employee's personnel file or may authorize in writing an Association representative to review the employee's file.

C. Contents of File

1. All items pertaining to employee performance (including written evaluations), behavior, or discipline shall be signed and dated by the person placing it in the file and the employee. A copy shall be given to the employee prior to placing it in the file.
2. Anonymous letters or materials shall not be placed in a personnel file nor shall they be made a matter of record.
3. Employees shall have the right to submit a written commentary/rebuttal to any material placed in the file, and such written commentary/rebuttal shall be attached to the item in the file.
4. Information in the personnel file that is proven inaccurate or that cannot be verified will be removed from the file by the Superintendent.
5. Any disciplinary material, excluding written evaluations, will be removed from the file, upon written request by the employee, after five (5) years provided there have been no additional disciplinary issues.
6. Personnel files will be updated annually by placing written evaluations in the files.

ARTICLE XXII – NONDISCRIMINATION, INCLUDING SEXUAL HARASSMENT

A. Statement of Non-Discrimination

The Greene County Career Center Board of Education does not discriminate on the basis on race, color, creed, national origin, age, sex, religion, ancestry, disability or military status in its employment, programs and activities and provides equal access to the Boy Scouts and other designated youth groups.

B. Compliance Officer

Per Board Policy 4122, the Board will designate a compliance officer to investigate inquiries regarding the non-discrimination policies.

For further information on notice of non-discrimination, visit the following website <http://wdcrobcop01.ed.gov/CFAPPS/OCR/contactus.cfm> for the address and phone number of the office that serves your area, or call 1-800-421-3481.

C. Discrimination Prohibited

The board opposes discrimination in any form and has developed complaint procedures which will be available to the alleged victims. The board has also identified disciplinary penalties that could be imposed for the alleged offenders. Any members having discipline imposed upon them reserve all rights outlined in this contract.

D. Sexual Harassment Defined

Sexual harassment is a form of discrimination and includes, but is not limited to, unwelcome sexual advances, requests for sexual favors and other verbal, visual or physical conduct of a sexual nature when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of a person's employment or educational development;
2. Submission to or rejection of such conduct by an individual is used as the basis for employment or educational decisions affecting such individual; or
3. Such conduct has the purpose or effect of unreasonably interfering with or having a negative impact on the individual's work or educational performance or creating an intimidating, hostile or offensive working or educational environment.
4. Submission to or rejection of the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, opportunities or activities available at or through the school.

E. Confidentiality

All employees should be aware that the privacy of the complainant and the person accused of engaging in acts of discrimination will be kept strictly confidential, unless disclosure is otherwise required by law.

F. Complaint Procedure

The following procedure for processing discrimination and/or harassment complaints shall be used:

1. The compliance officer will confer with the complainant in order to obtain a clear understanding of the complaint.

2. The compliance officer will meet with any accused person under the authority of the Board in order to obtain his/her response to the complaint. A reasonable effort will be made to meet with any accused person who is not under the authority of the Board in order to obtain his/her response to the complaint.
3. The compliance officer may hold as many meetings with the parties as necessary to gather facts.
4. On the basis of the compliance officer's perception of the situation, he/she may:
 - a. Attempt to resolve the matter informally through conciliation or
 - b. Decide the case and, thereafter, impose any discipline deemed appropriate and notify the parties by certified mail.
5. Decisions of the compliance officer may be appealed to the Board or designee.

G. Due Process

All persons involved shall be afforded due process proceedings and have the right to have union representation present at all levels of the complaint or disciplinary procedure.


ARTICLE XXIII – WAIVER OF NEGOTIATIONS; DURATION

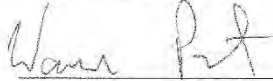
XXIII – WAIVER OF NEGOTIATIONS; DURATION

- A. The Board and the Association agree that neither party is obligated to negotiate any matter during the term of this agreement except as may be required by compliance with O.R.C. Chapter 4117.
- B. This agreement between the Board and the Association shall be in effect from July 1, 2019 through June 30, 2022, at which time it shall expire.

Signed this 13th day of February, 2019 by the parties.

For the Association:


Becky Bond, President

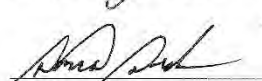

Warren Porter, Vice-President


Katie Sullivan, Team Member

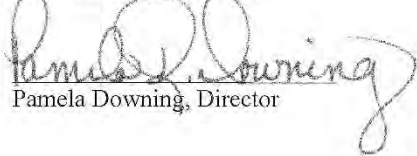

Tammy Osburn, Team Member

For the Board:


Mary Frantz, BOE President


David Deskins, Superintendent


Eva Anderson, Treasurer


Pamela Downing, Director

APPENDIX A – Health Insurance Summary of Benefits

Appendix A

Health Insurance Summary of Benefits

Health Plan Type	High Deductible-Health Savings Account (HSA) Plan
Benefit Summary	Network Single/Family
Office Copay (PCP/SPC)	\$30/\$60 Per Visit
Other Copays (IP/ER/UC)	N/A/\$200/\$100
Deductible	\$2,000/\$4,000
Coinsurance	100%
Out-of-Pocket	\$,3000/\$6,000
Pharmacy	\$10/30/50
	Out of Network Single/Family
Deductible	\$4,000/8,000
Coinsurance	80%
Out of Pocket	\$8,000/16,000
Rates	Three Tiered Rates
Monthly Premium	Employee
	Employee + 1
	Employee + Family

APPENDIX B – Request for Arbitration Panel

FMCS Form R-43
Rev. February 2003

FEDERAL MEDIATION AND CONCILIATION SERVICE
WASHINGTON, DC 20427

Form Approved
OMB No. 3076-0002
Expires 09-30-2014

Phone: (202) 606-5111

REQUEST FOR ARBITRATION PANEL

Fax requests with payment information to (202) 606-3749

DATE: _____

If you fax, do not forward a hard copy.

You may file this form electronically at: www.fmcs.gov

1. EMPLOYER		
Company Name: _____		
Representative Name: (Last) _____	(First) _____	(Initial) _____
Street: _____		
City: _____	State: _____	Zip Code: _____
Phone: _____	Fax: _____	
E-mail: _____		
2. UNION		
Union Name: _____		Local # _____
Representative Name: (Last) _____	(First) _____	(Initial) _____
Street: _____		
City: _____	State: _____	Zip Code: _____
Phone: _____	Fax: _____	
E-mail: _____		

3. Site of Dispute: City: _____ State: _____ Zip Code:* _____

*Required for Metropolitan Selection

4. Select the panel of arbitrators from below or see "Special Requirements" on page 2.

Regional Sub-Regional Metropolitan (125 mile radius from site of dispute. May cross state boundaries.)

5. Type of Issue: _____

6. Panel Size: _____ A panel of (7) names is usually provided. If this is a unilateral request, you must attach your relevant contract language which specifies a different number or "certify" on Page 2 that both parties have agreed to the number specified.

7. Type of Industry: Private Sector State or Local Government Federal Government

8. Payment Options: \$50.00 per panel		OR	\$30.00 IF FILED AT WWW.FMCS.GOV	
<input type="checkbox"/> Check or Money Order	Name on Account: _____		Type: <input type="checkbox"/> Personal Checking <input type="checkbox"/> Business Checking	
(SEE DISCLOSURE STATEMENT ON PAGE TWO IF PAYMENT IS BY CHECK.)				
<input type="checkbox"/> ABA Routing Number: _____			<input type="checkbox"/> Check to split payment evenly	
<input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD <input type="checkbox"/> AMERICAN EXPRESS		<input type="checkbox"/> DISCOVER	<input type="checkbox"/> PREPAID ACCOUNT	
Name (1): _____	Paid by: <input type="checkbox"/> Union <input type="checkbox"/> Employer	Amount: _____		
Card Number: _____		Expires: Month: _____ Year: _____		
Name (2): _____	Paid by: <input type="checkbox"/> Union <input type="checkbox"/> Employer	Amount: _____		
Card Number: _____		Expires: Month: _____ Year: _____		
ALC for Federal Agencies: ALC # _____		Prepayment # _____		

9. Signatures: Employer: _____ Union: _____

PAPERWORK REDUCTION ACT NOTICE: The estimated burden associated with this collection of information is 10 minutes per respondent. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be sent to the Office of General Counsel, Federal Mediation and Conciliation Service, 2100 K Street, NW, Washington, DC 20427 or the Paperwork Reduction Project 3076-0002, Office of Management and Budget, Washington, DC 20503.

REQUEST FOR ARBITRATION PANEL

SPECIAL REQUIREMENTS

Note: ALL requests on this page must be "CERTIFIED" as jointly agreed AND signed below.
 Requests on this page will NOT be honored without proper certification.

- Select panel from Nationwide
- EXPEDITED ARBITRATION** under FMCS Procedures
 (See FMCS Arbitration Policies and Procedures, Subpart D, Section 1404.17 for specific requirements for Expedited Arbitration.)

ORGANIZATIONS or CERTIFICATIONS:

Attorney AAA (American Arbitration Assoc.) Industrial Engineer NAA (National Academy of Arbitrators)

SPECIALIZATIONS:

Industry Specialization: _____

Issue Specialization: _____

ADDITIONAL REQUIREMENTS: (For example, geographical restrictions, exclusions of arbitrators)

A panel will be sent based upon the request of a single party. If "Special Requirements" are listed or "Expedited Arbitration" is requested, you MUST certify that all parties jointly agree to these requests. This also applies to additional panel requests. If your contract contains these "Special Requirements," including "Expedited Arbitration," submit a copy of the relevant contract language only. A submission of a panel should not be construed as anything more than compliance with a request and does not reflect on the substance or arbitrability of the issue(s) in dispute.

I certify that the above is jointly agreed.

Signature: _____ On behalf of: Union Employer

NOTICE TO CUSTOMERS MAKING PAYMENT BY CHECK

Authorization to Convert Your Check: If you send us a check to make your payment, your check will be converted into an electronic fund transfer. "Electronic fund transfer" is the term used to refer to the process in which we electronically instruct your financial institution to transfer funds from your account to our account, rather than processing your check. By sending your completed, signed check to us, you authorize us to scan your check and to use the account information from your check to make an electronic fund transfer from your account for the same amount as the check. If the electronic fund transfer cannot be processed for technical reasons, you authorize us to process your original check.

Insufficient Funds: The electronic fund transfer from your account will usually occur within 24 hours, which is faster than a check is normally processed. Therefore, make sure there are sufficient funds available in your checking account when you send us your check. If the electronic fund transfer cannot be completed because of insufficient funds, we will not resubmit the check information for electronic fund transfer. Your bank may charge you a fee for insufficient funds.

Transaction Information: The electronic fund transfer from your account will be on the account statement you received from your financial institution. However, the transfer may be in a different place on your statement than the place where your checks normally appear. For example, it may appear under "other withdrawals" or "other transactions." You will not receive your original check back from your financial institution. For security reasons, we will destroy your original check, but we will keep a copy of the check for record keeping purposes.

Your Rights: You should contact your financial institution immediately if you believe that the electronic fund transfer reported on your account statement was not properly authorized or is otherwise incorrect. Consumers have protections under a Federal law called the Electronic Fund Transfer Act for an unauthorized or incorrect electronic fund transfer.

APPENDIX C – Record of Information Discussion of Grievance

GREENE COUNTY CAREER CENTER
BOARD OF EDUCATION

and

GREENE COUNTY CAREER CENTER CLASSIFIED
EMPLOYEES ASSOCIATION

Record of Informal Discussion of Grievance

On _____, 20____, the undersigned met informally to discuss the possibility of resolving a grievance. The grievance relates to:

Administrator

Grievant

-----separate here-----

GREENE COUNTY CAREER CENTER
BOARD OF EDUCATION

and

GREENE COUNTY CAREER CENTER CLASSIFIED
EMPLOYEES ASSOCIATION

Record of Informal Discussion of Grievance

On _____, 20____, the undersigned met informally to discuss the possibility of resolving a grievance. The grievance relates to:

Administrator

Grievant

APPENDIX D – Grievance Form

GRIEVANCE FORM

Page 1 of 2

GRIEVANCE FORM

Distribution of Form:
Step I: Immediate Supervisor/Director
Step II: Superintendent
Step III: Arbitration

Grievance # _____ - _____

Name of Grievant: _____ Date filed: _____

A. Date cause of grievance occurred: _____

B. An informal grievance was discussed with _____
on _____, 20____ and was not resolved.

C. Statement of Grievant: _____

D. Specific Article(s) and Section(s) claimed to be violated: _____

E. Relief Sought: _____

Signature of Grievant Date

Step I

Received by: _____ Date: _____

Disposition of Immediate Supervisor/Director: _____

Signature Date

Step II

Received by: _____

Disposition of Superintendent: _____

Signature Date

Step III – Bindine Arbitration

Notification to Superintendent

Signature Date

APPENDIX E – Pay Dates

Pay Dates		
<u>2019-2020</u>	<u>2020-2021</u>	<u>2021-2022</u>
7/5/2019	7/3/2020	7/2/2021
7/19/2019	7/17/2020	7/16/2021
8/2/2019	7/31/2020	7/30/2021
8/16/2019	8/14/2020	8/13/2021
8/30/2019	8/28/2020	8/27/2021
9/13/2019	9/11/2020	9/10/2021
9/27/2019	9/25/2020	9/24/2021
10/11/2019	10/9/2020	10/8/2021
10/25/2019	10/23/2020	10/22/2021
11/8/2019	11/6/2020	11/5/2021
11/22/2019	11/20/2020	11/19/2021
12/6/2019	12/4/2020	12/3/2021
12/20/2019	12/18/2020	12/17/2021
1/3/2020	1/1/2021	12/31/2021
1/17/2020	1/15/2021	1/14/2022
1/31/2020	1/29/2021	1/28/2022
2/14/2020	2/12/2021	2/11/2022
2/28/2020	2/26/2021	2/25/2022
3/13/2020	3/12/2021	3/11/2022
3/27/2020	3/26/2021	3/25/2022
4/10/2020	4/9/2021	4/8/2022
4/24/2020	4/23/2021	4/22/2022
5/8/2020	5/7/2021	5/6/2022
5/22/2020	5/21/2021	5/20/2022
6/5/2020	6/4/2021	6/3/2022
6/19/2020	6/18/2021	6/17/2022

APPENDIX F – Sick Leave Fund Application

Greene County Career Center
Sick Leave Fund
Donation Form

Persons eligible for the sick leave fund:

1. Personal serious accident injury
2. Emergency surgery
3. Catastrophic illness
4. Depleted personal/sick leave
5. Completed an application and been approved by the Sick Leave Fund Committee

Name: _____ Date: _____

Position: _____

Number of days to donate (not to exceed two (2) days per year): _____

Person to receive gift: _____

Signature: _____ Date: _____

Treasurer Signature: _____ Date: _____

APPENDIX G – Sick Leave Fund Donation Form

Greene County Career Center
Sick Leave Fund
Donation Form

Persons eligible for the sick leave fund:

1. Personal serious accident injury
2. Emergency surgery
3. Catastrophic illness
4. Depleted personal/sick leave
5. Completed an application and been approved by the Sick Leave Fund Committee

Name: _____ Date: _____

Position: _____

Number of days to donate (not to exceed two (2) days per year): _____

Person to receive gift: _____

Signature: _____ Date: _____

Treasurer Signature: _____ Date: _____

MEMORANDUM OF UNDERSTANDING
Academic Distress

MEMORANDUM OF UNDERSTANDING
Academic Distress

This Memorandum of Understanding is between the Greene County Vocational School District furthermore known as "the District" and the Greene County Career Center Classified Employees Association furthermore known as "The Association". This MOU is intended to set forth the following agreement of terms as follows regarding Academic Distress:

"ORC Section 3302.10 will have no effect on any provision of this contract unless the district would meet requirements of state law for the Superintendent of public instruction to establish an academic distress commission for the district and until the Superintendent of Public Instruction notifies the district that the district is subject to the provisions of ORC Section 3302.10. Should the district enter into academic distress, the intent of the parties is to emerge from said distress with this Agreement intact.

Furthermore, the Association and its members reserve all rights to challenge the constitutionality of R.C. 3302.10, either on its face or as applied. The Association and its members also reserve the right to challenge any construction or implementation of R.C. 3302.10 or its provisions by the Board, any academic distress commission, any Chief Executive Officer, or any other person or entity. The Association and its members also reserve the right to challenge any action or failure to act by the Board, any academic distress commission, any Chief Executive Officer, or any other person or entity, with respect to the provisions of R.C. 3302.10."

All other Articles and provisions of the Collective Bargaining Agreement remain in full effect between the District and the Association.



Superintendent

02/13/19
Date



Association President

02/13/19
Date