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NEGOTIATED AGREEMENT

between the

STARK AREA VOCATIONAL
EDUCATORS

and the

STARK AREA VOCATIONAL SCHOOL
BOARD OF EDUCATION

R.G. DRAGE
CAREER TECHNICAL CENTER

Effective July 1, 2019 – June 30, 2022

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ARTICLE I - RECOGNITION

- 1.01 The Stark County Area Vocational School Board of Education, hereinafter referred to as the "Board" hereby recognizes the Stark Area Vocational Educators (SAVE), an affiliate of the National and the Ohio Education Association, hereinafter referred to as the "Association" as the sole and exclusive representative for the bargaining unit. The bargaining unit shall include all non-administrative certificated personnel employed under regular contract with the Board of Education. Excluded from the bargaining unit are the superintendent, treasurer, assistant treasurer, career technical director, supervisors, adult education supervisor, secretary to the superintendent, hourly tutors, casual substitutes employed less than one hundred and twenty (120) days, and all other employees in the district.
- 1.02 The scope of bargaining shall pertain to all matters regarding wages, hours, terms and conditions of employment and the continuation, modification or deletion of an existing provision of this agreement.
- 1.03 Full-time employees are defined as those who work more than four (4) hours per day and more than one hundred twenty (120) days per school year.

ARTICLE II - NEGOTIATION PROCEDURE

- 2.01 Either the Association or the Board may initiate negotiations. Requests to open negotiations shall be in writing and either sent by certified mail or 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. The initial request calling for negotiations shall be made, by either party, ninety (90) days prior to the expiration of the current agreement. The first negotiations session shall be arranged by mutual agreement, but shall take place within fifteen (15) days of the mutual request. Such meetings shall not be conducted during the regular school day unless mutually agreed upon by both parties.

The first bargaining session shall be held for the exchange of fully written proposals to be negotiated and shall establish dates for future bargaining sessions.

No new items shall be added during the bargaining period unless mutually agreed to by the Association and the Board bargaining teams.

2.02 Negotiations Meetings

- A. All negotiating sessions shall be closed unless mutually agreed to by both parties to make such sessions public.
- B. Tape recorders and other mechanical devices shall not be used unless mutually agreed upon by both parties.
- C. Either party may caucus at any time; however, both parties agree not to abuse such rights and will limit all caucuses to a maximum of thirty (30) minutes.
- D. Prior to the completion of each negotiation session, a mutually agreeable time, place and date shall be set for the next negotiation session.

2.03 Each negotiation team shall consist of not more than five (5) persons of which four (4) will be members of SAVE and four (4) will be members of the Board and/or administration. The composition of the team shall be in the sole discretion of the respective parties; however, once selected, no substitutes will be permitted without the consent of the other party. Consultants used by either party, either in or in conjunction with any such negotiation session or meeting, shall be paid by the party using them.

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

2.05 This recognition constitutes an agreement between the Board and the Association, to attempt to reach mutual understandings regarding matters related to salary, fringe benefits, terms and conditions of employment, continuation, modification, or deletion of existing provisions of the collective bargaining agreement.

- 2.06 Good faith requires that the Board and the Association be willing to react to each other's proposals. If a proposal is unacceptable, the side rejecting the proposal is obligated to give reasons why. Nothing in this agreement shall compel either party to agree to a proposal or to make a concession.
- 2.07 While "good faith" negotiations are continuing, there shall be only joint media releases relating to negotiations. Nothing in this document shall be construed to limit the free and open sharing of information and/or progress of negotiations with the respective groups represented by the parties.
- 2.08 Tentative Agreement and Ratification
- A. When the negotiating teams reach tentative agreement upon the contract, all of the members, including "others," if any, identified in Paragraph 2.03 above, shall recommend acceptance of the Agreement to the parties they represent.
- B. Upon reaching tentative agreement, said contract shall be presented to the Association for ratification within ten (10) weekdays. Upon receipt of the letter of ratification from the Association, the contract shall be presented to the Board for acceptance or rejection at the time agreed upon by SAVE and the Board of Education. Upon ratification by both the Board and SAVE, the Agreement shall become the contract for the period stated.
- 2.09 Mediation
- A. At any time following the completion of forty (40) working days from the initial negotiations meeting, either party may institute the use of mediation by making a written request to the other party. Either or both parties shall, within three (3) days, make a written request to the Federal Mediation and Conciliation Service (FMCS), unless mutually agreed otherwise.
- B. Both parties agree that mediation will proceed according to the practice and guidelines of the FMCS. Mediation will

be considered an extension of negotiations and will be subject to the same ground rules that govern normal negotiations, except as the parties may mutually agree in writing to change such ground rules.

2.10 Effects of Delays on Employment Contracts

In the event an agreement concerning questions of wages and conditions of employment has not been reached by the parties by the date individual member contracts must be issued, salary notification will be issued to all certificated employees according to the terms of the expired agreement. Both parties will be governed by the terms of the new agreement after ratification by the Association and the Board. Following ratification, new salary notices will be issued.

ARTICLE III - GRIEVANCE PROCEDURE

3.01 Definitions

- A. A grievance shall be defined as an alleged violation, misinterpretation or misapplication of the negotiated agreement.
- B. A "grievant" shall be: (1) the Association or (2) a member of the bargaining unit.
- C. "Days" shall mean working days.

3.02 Rights

- A. A grievant may be accompanied at all steps of the grievance procedure by a representative of the Association or counsel.
- B. All parties agree that the grievance shall be kept as confidential as is appropriate and shall be processed as expeditiously as possible.
- C. If a grievance is not processed within the time lines given, unless they have been extended by mutual agreement, the grievance shall be deemed settled on the basis of the

disposition of that step.

- D. If the grievance is not initiated within twenty-five (25) days after the aggrieved knew of the event or condition upon which it is based, the grievance shall be considered waived.
- E. The written grievance and copies of all communications, decisions, or records dealing with a grievance shall be furnished to all parties to a grievance. In addition, no records, documents or communications concerning a grievance shall be placed in the personnel file of any of the participants.
- F. Any resolution to a grievance will not be inconsistent with the terms and conditions of the Contract.

3.03 Procedure

Level I - Informal - A member of the bargaining unit with a grievance may initiate this procedure in one of the following ways:

- A. He/she may approach the Director and discuss the matter on his/her own behalf.
- B. He/she may request that a representative of SAVE accompany him/her in approaching the administrator, and the SAVE representative may speak in behalf of the grievant if desired.
- C. The above grievance need not be in writing and will remain confidential.
- D. The grievance must be initiated within the twenty-five (25) day window period.

Level II - Director - If the grievant is not satisfied with the disposition of the grievance at Level I, the grievant may, within five (5) days of such disposition, complete grievance report form, Director level, and submit same to the Career Technical Director, who shall, within five (5) days, meet with the grievant. The Career Technical Director shall write a disposition of the grievance within ten (10) days after such meeting, by completing the grievance

report and returning a copy to the grievant, SAVE representative, and to the Superintendent.

Level III - Superintendent - If the grievant is not satisfied with the disposition of the grievance in Level II, the grievant may within five (5) days of such disposition, complete grievance report form Superintendent level, and submit same to the Superintendent, who shall, within ten (10) days, meet with the grievant. Within ten (10) days of this meeting, the Superintendent shall write a disposition of the grievance by completing his/her portion of Step III, and forwarding a copy to the grievant, the President of the Association and the President of the Board of Education.

Level IV - Arbitration - If the grievant is not satisfied with the disposition of the grievance at Level IV, the grievant may request a hearing before an arbitrator by submitting a letter of request. The grievant's request for arbitration shall be made within five (5) days following the receipt of the disposition of the grievance under Level III. The grievant's request for arbitration shall be by certified mail with return receipt requested, to the Superintendent.

The parties agree to permanent arbitrator, Rob Stein. The parties shall not be under the auspices of the American Arbitration Association, but shall abide by their rules. In the event Rob Stein is unable or unwilling to serve, the parties shall agree on a replacement. If unable to agree, the services of the American Arbitration Association shall be utilized.

Once the arbitrator has been selected, he/she will conduct a hearing on the grievance in accordance with the rules and regulations of the American Arbitration Association. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this collective bargaining contract, nor add to, detract from or modify the language therein in arriving at this decision concerning any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly

essential in reaching his/her decision. The decision of the arbitrator shall be in writing and a copy sent to all parties present at the hearing.

The decision of the arbitrator shall be binding and the cost of the arbitrator and the services of the American Arbitration Association shall be shared equally by the Association and the Board.

ARTICLE IV - ASSOCIATION RIGHTS

- 4.01 A. The Association shall have the right to use the member mailboxes and designated bulletin boards for the purpose of notices, communications, and matters of Association concern, provided that no act or procedure contrary to board policy is advocated.
- B. Officers of the Association shall have the right to use school phones and other school office equipment provided that all costs are borne by the Association.
- C. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property. Authorized Association representatives who are not school employees must report in at the front office upon entering the school building.
- D. Agendas and minutes will be provided to the Association president when the documents are mailed to the Board members.
- E. Each year the president of the Association shall be provided with the following forms, upon request, as they become available:
1. Annual Tax Budget
 2. Annual Appropriations Resolution
 3. Amended Official Certificate of Estimated Resources
 4. Treasurer's June Report

4.02 Upon completion of this contract it shall be printed at the joint expense of the Association and the Board and copies distributed by the Association to all the members of the bargaining unit, and by the Superintendent to the Board and Administration. Additional copies shall be supplied as follows:

1. Board of Education – 14
2. Superintendent – 25
3. Association – 20

4.03 A. Dues, fees

1. The Board, through the Treasurer, shall provide twenty (20) payroll deductions for SAVE and affiliate dues each school year. These dues will be deducted on a continuing year to year basis if so designated by the employees. For all employees, deductions shall start in November and continue in equal installments through August.
2. Payroll deduction authorization forms designated by SAVE will be completed and be submitted by October 31 to the Treasurer to authorize payroll deductions.
3. For those persons whose payroll deduction authorization forms are not submitted by October 31 to the Treasurer, payroll deductions will start the month following submission of the authorization form and the professional dues shall be divided equally among the remaining number of payroll deductions provided in paragraph 1.
4. SAVE shall notify the Treasurer of the amount of dues to be deducted no later than October of each school year.
5. The Board's Treasurer shall submit monthly, to

the Association's Treasurer, a check for the total amount of dues and fees deducted that month.

6. The Board, recognizing SAVE as the exclusive representative of the staff, shall not permit payroll deduction of dues for any organization competing with SAVE and their affiliates so long as SAVE remains to be the recognized exclusive representative of the certified staff.
- B. Credit Union - The Board, through the Treasurer, shall provide payroll deductions for credit union. Such deductions shall be made each pay and shall continue from year to year at the discretion of the employee.
 - C. Annuities - Annuities will be authorized by the Board when the necessary conditions of the annuities fund have been met. Such deductions shall continue from month to month, year to year, until employment terminates or the said member gives written notice to the Treasurer, requesting such payments to be discontinued. The total number of companies shall not exceed ten (10) at any one time. The Treasurer will provide the Association with a list of companies annually. The annuities plan is subject to the non-discrimination rules of the Internal Revenue Code Section 403 (b) which allows all eligible employees the opportunity to participate on the same basis if the person will reduce his/her salary by more than \$200 per year.
 - D. City Income Tax - The Treasurer shall deduct the appropriate amount of city income tax, when requested by a member of the bargaining unit. Said deduction shall be properly/promptly dispersed.
 - E. Fair Share Fee
 1. In accordance with the provisions and language of the Collective Bargaining Law, (O.R.C. 4117.09 (C)) Fair Share Fee shall be deducted from the pay of members of the bargaining unit not paying dues.
 2. Payroll deduction of such fair share fees shall

begin after the Referee's decision of the amount of rebate available has been published.

3. Notice of the amount of the annual fair share fee shall be transmitted by the Association to the Treasurer of the Board.
 4. It is specifically understood the only responsibility the employer assumes is to deduct dues and service fees in the amount specified by the Association and to forward such dues and fees according to the terms of the agreement. The Association agrees to save the employer and each individual Board member harmless from any and all costs to which the employer may be liable by virtue of the provisions of this Article.
- F. The preceding deductions shall be provided by the Board at no cost to the members of the bargaining unit.
- G. STRS deduction for purchase of service credit
- Any member of the bargaining unit who desires payroll deduction for the purchasing of credit for STRS may do so with pre-tax dollars in accordance with rules and regulations established by the STRS.
- H. ACTE Career Technical Educator's dues deduction shall be made upon proper authorization by the employee.
- 4.04 Each member of the bargaining unit shall be paid by direct deposit in twenty-six (26) equal pays.

ARTICLE V - CONFLICT WITH LAW

- 5.01 A. This Contract supersedes and prevails over all statutes of the State of Ohio (except as specifically set forth in Section 4117.10(A), Revised Code) and all policies, rules and regulations of the Employer. However, should the State Employment Relations Board or any Court of competent jurisdiction, determine, after all appeals or times for appeal have been exhausted, that any provision

herein is unlawful, such provision shall be automatically terminated but all other provisions of the Contract shall remain in full force and effect.

- B. The parties shall meet within ten (10) days after the final determination to bargain over its impact and to bring the Contract into compliance. If the parties fail to reach agreement over the affected provision, the contractual dispute settlement procedure shall be utilized to resolve the dispute.

ARTICLE VI - CONTRACTS

- 6.01 Contracts issued to teachers will contain the following information:
 - A. Type of contract (limited or continuing). After the first year on a continuing contract, employees get only a salary notice. Limited contracts will specify the year(s) in effect.
 - B. Annual compensation to be paid for the first year of the contract including the bi-weekly salary and number of pay periods.
 - C. Basis for determining compensation for the first year of the contract (i.e., BA Degree, year(s) of experience).
 - D. Signature of the employee, Board President, Treasurer and the dates of signing.
 - E. A statement that the employee shall abide by the rules and regulations of the Board of Education and the Master Contract between the Board and SAVE.
- 6.02 Length of member's contracts will be in accordance with the provisions of the Ohio Revised Code.
- 6.03 Any changes in the contract from 6.01 above shall be made by issuance of a new contract. Duplicates with sections crossed out shall not be acceptable.

ARTICLE VII - DISCIPLINE

- 7.01 A member of the bargaining unit may be suspended from his or her duties without pay (but continuing other benefits) for a maximum of three (3) days per school year, upon a determination by the superintendent that the conduct of the employee is detrimental to the goals and objectives of the District. No suspension shall be imposed until the employee has had an opportunity to appear before the Superintendent to explain his or her actions. Such suspension(s) shall not be grieved under Article III.

The employee shall, upon request, be provided written reasons for the suspension(s). Nothing herein shall preclude the Board from acting to nonrenew or terminate any employment contract as permitted by the applicable laws and by the Agreement.

The superintendent, upon request of the SAVE president, shall review the reasons for the suspension with the president.

ARTICLE VIII - DRUG FREE WORKPLACE

- 8.01 A. The Board may suspend with pay, pending the outcome of any investigation and/or trial, an employee accused of a drug-related offense.
- B. The conviction, guilty, or no contest plea of an employee for unlawfully manufacturing, distributing, possessing, using and/or dispensing any illegal substance as defined in federal and state law while engaged in work or in the workplace shall be sufficient grounds for termination of employment.

ARTICLE IX - EVALUATION

- 9.01 A determination of the efficiency and effectiveness of the teaching staff is a critical factor in the overall operations of the District. The Board evaluates teachers in accordance with State law and the standards-based statewide teacher evaluation framework adopted by the State Board of Education.

The Board directs the Superintendent/designee to implement this policy in accordance with State law.

Notwithstanding Ohio Revised Code section 3319.09, this policy applies to any person employed under a teacher license issued under Ohio Revised Code chapter 3319, or under a professional or permanent teacher's certification issued under former section 3319.222, and who spends at least 50% of the time employed providing content-related student instruction. This teacher evaluation policy does not apply to substitute teachers.

9.02 Purpose

A. The purposes of teacher evaluation are:

1. To serve as a tool to advance the professional development of teachers.
2. To improve instruction.
3. To assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.
4. As evidence of a teacher's performance.
5. To make employment and re-employment decisions.

9.03 Credentialed evaluators

Evaluations carried out under this policy are conducted by persons holding evaluator credentials established by the Ohio Department of Education.

9.04 Effectiveness Rating

Teachers are assigned an effectiveness rating of Accomplished, Skilled, Developing or Ineffective. This rating will be determined based on 50% teacher performance and 50% student growth measures. Student growth will be determined through multiple measures.

Annually, the Board submits to the Ohio Department of Education, the number of teachers assigned an effectiveness rating,

aggregated by the teacher preparation programs from which, and the years in which, the teachers graduated. The name of, or any personally identifiable information about, any teacher reported in compliance with this provision cannot be required.

9.05 Teacher Performance Calculation

Teachers are evaluated with at least two formal observations and periodic classroom walk-throughs. The 50% teacher performance measure is based on the Ohio Standards for the Teaching Profession.

The Superintendent/designee selects/develops evaluation tools to calculate teacher performance. The Board directs the Superintendent/designee to develop procedures for these evaluation tools.

9.06 Student Growth Calculation

For the purpose of this policy, student growth means the change in student achievement for an individual student between two or more points in time. Student growth is evaluated by a combination of: (1) Value-added data or alternative student academic progress measure if adopted under ORC 3302.03 (C) (1) (e); (2) ODE approved assessments and/or (3) Board determined measures. When available, value-added data or an alternative student academic progress measure if adopted under ORC 3302.03(C)(1)(e) shall be included in the multiple measures used to evaluate student growth in proportion to the part of the teacher's schedule of courses or subjects for which the value added progress dimension is applicable.

Until June 30, 2014, if a teacher's schedule is comprised only of courses or subjects for which value added data is applicable, the majority of the student growth factor of the evaluation shall be based on the value added progress dimension. On or after July 1, 2014, the entire student academic growth factor of the evaluation for such teachers shall be based on the value added progress dimension.

Students with absences for the school year, as provided by the Ohio Revised Code, will not be able to be included in the

calculation of student academic growth. Data from Board-determined multiple measures will be converted to a score of: (1) Above, (2) Expected or (3) Below student growth levels.

9.07 Professional Growth and Improvement Plans

Teachers meeting above-expected levels of student growth must develop professional growth plans with a credentialed evaluator from the Board approved evaluation list.

Teachers meeting expected levels of student growth must develop professional growth plans collaboratively with their credentialed evaluators from the Board-approved evaluator list.

Teachers meeting below-expected levels of student growth must develop an improvement plan with their credentialed evaluators. The Superintendent / designee assigns credentialed evaluators to teachers meeting below-expected levels of student growth.

9.08 Evaluation Timeline

District administrators evaluate teachers annually. Annual evaluations include at least two formal observations at least 30 minutes each and periodic classroom walkthroughs. Teachers, who are on limited or extended limited contracts pursuant to State law and under consideration for nonrenewal, receive at least three formal observations during the evaluation cycle.

The Board evaluates teachers receiving effectiveness ratings of Accomplished on those teacher's most recent evaluations carried out under this policy every two years. Biennial evaluations conducted under this policy are completed by May 1 of the evaluation year. Teachers evaluated on a biennial basis are provided a written copy of their evaluation results by May 10 of the evaluation year.

All teacher evaluations are completed by May 1. Teachers evaluated under this policy are provided with a written copy of their evaluation results by May 10.

There shall be at least four (4) weeks between each formal evaluation.

9.09 Testing for Ineffective Teachers in Core Subjects:

Teachers of core subject areas, as defined by State law, who have received a rating of Ineffective for two of the three most recent school years must register for and take all written examinations of content knowledge selected by the Ohio Department of Education.

If a teacher who takes a written examination passes and provides proof of that passage to the Board, the Board shall require the teacher, at the teacher's expense, to complete professional development that is targeted to the deficiencies identified in the teacher's evaluation. The receipt by the teacher of a rating of ineffective on the teacher's next evaluation after completion of the professional development, or the failure of the teacher to complete the professional development, shall be grounds for termination of the teacher under section 3319.16 of the Revised Code.

9.10 Retention and Promotion

The Board uses evaluation results for retention and promotion decisions. The Board adopts procedures for use by district administrators in making retention and promotion decisions based on evaluation needs. Promotion does not include the awarding of administrative positions.

Seniority shall not be the basis for making retention decisions, except when choosing between teachers who have comparable evaluations. Only teachers who are designated as Accomplished, Skilled or Developing shall be considered as comparable. This provision expires on June 30, 2017.

9.11 Poorly Performing Teachers

The Board uses evaluation results for removing poorly performing teachers. The Board adopts procedures for removing poorly-performing teachers based on evaluation results. Such procedures shall be those contained in the Ohio Revised Code.

9.12 Professional Development

The Board allocates financial resources to support professional development in compliance with State law and the State Board of Education's evaluation framework.

9.13 Orientation

Not later than September 30 of each year, or in the case of a new teacher or a transfer, within thirty (30) days of the first day worked, each teacher shall be notified in writing of the name and position of his or her evaluator.

The evaluation shall be completed no later than the first day of May, and the teacher being evaluated shall receive a written report of the results of this evaluation, including the assigned evaluation rating, not later than the tenth day of May.

Orientation shall be provided to teachers who are transferred to new positions.

9.14 Observations

One formal observation shall be preceded by a conference between the evaluator and the teacher in order for the teacher to explain plans and objectives for the work situation to be observed.

A post-observation conference shall be held after each formal observation and shall be used to inform the teacher if observed instructional practices are aligned with the expectations that are identified in the teacher's professional growth or implementation plan.

A teacher may request a formal observation at any time in addition to those required by this procedure.

9.15 Walkthroughs

The teacher shall be provided a copy of the completed walkthrough form.

9.16 Finalization of Evaluation

Completion of Evaluation Cycle:

The evaluation report shall be signed by the evaluator. The evaluation report should then be signed by the teacher to verify notification to the teacher that the evaluation will be placed on file, but the teacher's signature should not be construed as evidence that the teacher agrees with the contents of the evaluation report. Failure of the teacher to sign shall not nullify the evaluation. The evaluation report shall be completed by May 10, signed by both parties, and sent to the superintendent.

The Board shall evaluate each teacher assigned an evaluation rating of Accomplished on the teachers' most recent evaluation conducted under this article once every two school years. In that case, the biennial evaluation shall be completed by the first day of May of the applicable school year, and the teacher shall receive a written report of the results of the evaluation by the tenth day of May of that school year.

Response to Evaluation: The teachers shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file. A copy, signed by both parties, shall be provided to the teacher.

9.17 Due Process

A teacher shall be entitled to Union representation at any conference held during this procedure in which the teacher will be advised of an impending adverse personnel action.

9.18 Legislative Changes

This Article shall be changed to comply with any legislative changes.

ARTICLE X - EVENING SCHOOL

10.01 Members interested in teaching courses in the Adult Evening program will contact the Adult Education Director no later than

three (3) weeks prior to the opening session and will be given first priority for hiring within their areas of certification.

- 10.02 Evening Class Registration - the Board agrees to permit members to register for adult evening school programs without charge providing vacancies exist between minimum enrollment requirements and maximum class size.

ARTICLE XI - FAIR DISMISSAL

11.01 Non-renewal

An employee may not be non-renewed following three (3) years of service at the Stark County Area Vocational School except for just cause. However, the employee shall be notified on or before June 1st of the Board's intent to non-renew.

The procedure contained herein shall supersede and prevail over 3319.11 O.R.C.

11.02 Termination

Procedure for termination of contract. The procedures to be followed in contract termination proceedings shall be pursuant to O.R.C. 3319.16 and 3319.161.

ARTICLE XII - HIRING / REHIRING RETIREES

- 12.01 The Board may, in its sole discretion, choose to hire/rehire individuals who have retired with any public retirement system. If such individuals are hired/rehired, the following terms and conditions shall govern:

- A. The individual shall be issued one year limited contracts which shall automatically expire and as a condition of employment, the employee waives his/her right to a continuing contract under Ohio law.
- B. Neither 3319.11ORC, 3319.111 nor provisions of the collective bargaining agreement regarding non-renewal shall apply.

- C. The Board, at its sole discretion, may offer insurance benefits.
- D. The following Articles shall not apply:
 - Article VI Contracts: 6.01 A & C; 6.02
 - Article IX Evaluation
 - Article XI Fair Dismissal
 - Article XXIV Reduction in Force
 - Article XXV Retirement Incentive Bonus
 - Article XXVII Seniority
 - Article XXVIII Severance Pay
 - Article XXXIV Vacancies, Transfers, Promotions
- E. The employee agrees to be placed on the salary schedule as determined solely by the Superintendent in accordance with policies and Ohio law regarding new hires. Thereafter, individuals will advance on the salary schedule.

ARTICLE XIII - IN-SERVICE

- 13.01 Bargaining unit member(s) may be required to attend up to twenty (20) hours of inservice meetings per year, in addition to the current 185 day contract year, under the following conditions:
 - 1. The dates for in-service meetings shall be agreed upon by the Labor/ Management Committee.
 - 2. The rate of pay shall be \$25 per hour with a minimum of \$100 per in-service meeting.
 - 3. Any employee with emergency circumstances may be excused by the Superintendent. Any person not excused may request a meeting with the Superintendent and Association President.

ARTICLE XIV - INSURANCES

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

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

Coverage: See Plan Booklet for COG adopted coverage information

14.01 Medical

A. The Board will pay 80% of the premium and the employee will pay 20%.

B. Stark County Schools Council

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

C. Preferred Provider - Doctors/Hospitals

1. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services shall be provided through the Stark County Council of Governments (COG) Health Insurance Program. Anyone, as of August 1, 2009, who has the traditional Mutual Health Program instead of the PPO, may continue such participation.

2. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be mutually determined by the representative of the COG and the Stark County OEA office representative.

D. Preferred Provider - Prescription Drugs

The Board shall provide, through the Stark County Council of Governments, a preferred provider drug program that, if the employee chooses to utilize, will include the following:

1. The program will be available to employees and their dependents who have "primary" coverage under the District's insurance.
2. The employee will pay the 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's 20% co-payment.
3. The deductible will be waived.
4. The list of covered expenses shall be agreed upon by the COG and the Stark County OEA office representative.
5. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.
6. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

14.02 Life Insurance

The Board shall provide term life and accidental death and dismemberment coverage in the amount of \$65,000 for each teacher.

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

14.03 Dental Insurance

The Board will pay 80% of the premium and the employee will pay 20%.

14.04 Section 125 - Tax Shelter

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

All COG employers must offer the IRS Section 125 tax shelter provided through the COG. If an employee elects to utilize any of the IRS 125 benefits, the administrative cost shall be shared equally between the employee and the employer.

14.05 Vision

The Board shall purchase through a carrier licensed by the State of Ohio, employee and family Vision Insurance equal to or exceeding the specifications below. The full cost of this program and any increases thereof, shall be paid by the Board.

14.06 Premium Holidays

If the employer receives a premium holiday(s) the employees shall not be required to pay their portion of the premium(s) for the holiday month(s).

14.07 Spousal Coverage

Any new participants to the COG, after June 30, 2015, with working spouses who have the ability to be covered under an insurance plan through his/her place of employment, will be required to take his/her plan as their primary plan. This provision does not apply to a participant who had insurance with one COG employer and immediately thereafter moved to another COG employer. If the spouse is required to pay forty (40%) percent or more of the premium with his/her employer, the requirements of this section shall not apply.

14.08 Same Sex Marriage

If state law recognizes same-sex marriage, the COG plan specifications will be modified to include those individuals.

14.09 Husband/Wife Enrollment

If a legally married and unseparated couple is employed by the Board, only one employee may enroll in the health insurance program. Should the employee carrying insurance coverage take an unpaid leave or become separated from the employment of the Board, the coverage will automatically transfer to the spouse who is still employed by the Board, as of the date of separation or leave, unless the employee notifies the Treasurer otherwise. There shall not be any lapse in coverage.

14.10 Safety Glasses

When needed by an individual member, prescription safety glasses shall be provided by the Board. This includes the lenses and frames, but does not include the eye examination. Reimbursement is limited to that portion not covered by vision insurance.

ARTICLE XV - LEAVES

15.01 Special Leave

Upon written request of a teacher, the Board of Education may grant an unpaid leave of absence for a period of not more than two consecutive years for educational or professional or other purposes, and shall grant such unpaid leave where illness or other disability is the reason for the request.

15.02 Maternity/Child Care Leave

A. The Board agrees to provide employees with a child care leave of absence, without pay, as set forth below:

1. A mother or parent who is pregnant or adopting a child, less than one (1) year of age, may request and shall be entitled to a leave of absence,

without pay, for maternity or child care purposes.

2. The length of the child care leave shall be for the remainder of the current semester and one additional semester. The maximum amount of leave granted will be two (2) full semesters.
3. As soon as an employee determines she is pregnant or about to adopt a child, she must notify the Superintendent's Office in writing. In pregnancy, the notification will be accompanied by a physician's evaluation of the employee's physical ability to continue performing the full duties and responsibilities of her position. The Board reserves the right to seek another medical opinion at the Board's expense.
4. The request for a maternity/child care leave, without pay, shall contain a statement on the expected date of birth, or in the case of adoption, the date of obtaining custody, and the date on which the leave of absence is to commence.
5. At the time the leave is requested, the employee shall indicate the length of the leave (i.e., 1 or 2 semesters) being requested. The employee may amend this request at any time prior to the Board's action of hiring a substitute. After the Board's action, the leave can only be changed by Board action.

B. Return to Duty

1. In the case of miscarriage or abortion, the staff member shall be entitled to reinstatement at the beginning of the next grading period providing the staff member requests reinstatement, in writing, filed with the Superintendent at least ten (10) days prior to the beginning of the next grading period.
2. The staff member on maternity/child care leave shall be entitled to the same teaching assignment held immediately prior to the leave unless shifts

in pupil enrollment dictates the job is combined or eliminated. Notification of return from leave shall be in writing to the Superintendent, with the exception of conditions in paragraph B-1 prior to April 1 and January 1 for return at the beginning of the next school year or semester. The request will be accompanied by written certification from the physician stating that the staff member can resume full duties. It is expected that the staff member will fully apprise her physician of the specifications of her position so that the physician's certification will reflect a complete knowledge of the position. A return to some form of part-time or limited service will not be permitted. The Board reserves the right to seek another medical opinion at the Board's expense.

C. Rights While on Leave

After FMLA expires the staff member of maternity or child care leave shall be entitled to request and receive the right to be covered by insurance for hospitalization surgical benefits and major medical as long as the employee reimburses the Board monthly, in advance, the cost of said insurance at Board rate.

15.03 Sick Leave

- A. Employees may use sick leave upon the approval of the Superintendent for absences due to illness, pregnancy, injury, exposure to contagious disease and for illness or death in the employee's immediate family.
- B. Immediate family shall be interpreted to include: father, mother, grandparents, brother, sister, husband, wife, child, parent-in-law, or any member of the household who has stood in the same family relationship (substitute role) with the employee as any of these.
- C. Full-time members of the bargaining unit shall accrue to their credit, fifteen (15) days sick leave for each year under contract, which shall be credited at the rate of one and one-fourth (1 1/4) days per month, accumulation shall

be three hundred fifty (350) days.

- D. An employee who transfers from one public agency in Ohio to another public agency shall be permitted to transfer with him/her, the amount of his/her accumulated sick leave as negotiated with the SAVE organization.
- E. The Superintendent shall require a member of the bargaining unit to furnish a written statement on forms furnished by the Board to justify the use of sick leave. If medical attention is required, the employee's statement shall list the name and address of the attending physician and the dates when he/she was consulted. If an employee uses seven (7) or more consecutive days of personal sick leave he/she will provide medical documentation. Falsification of a statement may be grounds for disciplinary action.
- F. Each full time member of the bargaining unit shall be advanced up to five (5) days of sick leave, in accordance with the current O.R.C. 3319.141 interpretation.
- G. A teacher may use sick leave for pregnancy, childbirth and related medical conditions. After childbirth, when the attending physician releases the mother to return to work, she must either return to work or go on maternity/child care leave of absence without pay.

15.04 Sabbatical Leave

Sabbatical leave may be provided for all members of the bargaining unit in accordance with the provisions of the Ohio Revised Code, Section 3319.131:

Leave of absence for professional improvement.

A public school teacher who has completed five years of service may, with the permission of the Board of Education and the Superintendent of schools, be entitled to take a leave of absence with part pay, for one or two semesters subject to the following restrictions: The teacher shall present to the Superintendent for approval, a plan for professional growth and/or work experience prior to such a grant of permission, and at the conclusion of the

leave provide evidence that the plan was followed. The teacher may be required to return to the district at the end of the leave for a period of at least one year, unless the teacher has completed twenty-five years of teaching in this state.

The Board of Education may not grant such a leave unless there is available a satisfactory substitute, nor grant such leave to more than five percent of the professional staff at any one time, nor allow a part salary in excess of the difference between the substitute's pay and the teacher's expected salary, nor grant a leave longer than one school year, nor grant a leave to any teacher more often than once for each five years of service, nor grant a leave a second time to the same individual when other members of the staff have filed a request for such a leave.

15.05 Personal Leave

- A. Each full time certificated staff member shall have available up to three (3) days unrestricted paid personal leave annually. Personal leave shall not be cumulative.
- B. The employee has the responsibility to notify the building principal at least forty-eight (48) hours before personal leave is taken. In case of emergency, the advance notification is waived.
- C. Personal leave cannot be used solely to extend vacations, extend holidays or extend weekends. Personal leave days may not be taken during the first or last week of the school year, two (2) days before or after a school holiday, or on an in-service day.
- D. Personal leave shall not be used for the purpose of earning compensation in connection with other employment.
- E. Any exception to the above, due to extenuating circumstances or any requests for consecutive personal days, must be requested in writing to the Superintendent for consideration. The Superintendent will then have a conference with that employee to review the request and render a decision.
- F. Personal leave shall be limited to no more than 5% per day.

15.06 Professional Leave

Each member of the bargaining unit shall receive up to three (3) days of professional leave each year with full pay. Such leave shall be used for school visitations and/or professional growth in the areas of the member's current teaching and related responsibilities.

- A. This provision shall not include leaves related to SAVE association business (Collective Bargaining) or management of the SAVE organization.
- B. If requested by the Administration, staff members will file a written and/or oral report on the professional meeting attended.

15.07 Assault Leave

- A. If any member(s) of the bargaining unit is assaulted as a result of performing their assignments or duties, the Board shall grant leave of absence for the period so designated by the employee's physician. The leave shall be granted with full pay and benefits accruing and usable and shall not be charged to sick leave or any other leave.
- B. The employee assaulted must file a statement with the Superintendent as to the particulars of the incident and, if requested by the Board, be available to assist in the prosecution, if necessary.
- C. The maximum number of days permitted under this provision shall be thirty (30) working days.

15.08 Court Appearance

The member shall reimburse the Board any remuneration received by him/her for serving as a juror, subpoenaed witness or for school related situations.

15.09 Military

Military leaves will be in accordance with Section 3319.14 of the

3319.14 Military Leave of Absence

Any teacher who has left, or leaves, a teaching position, by resignation or otherwise, and within forty school days thereafter entered, or enters, the armed services of the United States or the auxiliaries thereof, or such other services as are specified in section 124.29 of the Revised Code, and who has returned, or returns, from such service with a discharge other than dishonorable, shall be re-employed by the Board of Education of the district in which he held such teaching position, under the same type of contract as that which he/she last held in such district, if the teacher, within ninety days after such discharge, applies to the Board of Education for re-employment. Upon such application, the teacher shall be re-employed at the first of the next school semester, if the application is made not less than thirty days prior to the first of the next school semester, in which case the teacher shall be re-employed the first of the following school semester, unless the Board of Education waives the requirement for the thirty-day period.

For the purposes of seniority and placement on the salary schedule, years of absence in the service of the armed services of the United States or the auxiliaries thereof, shall be counted as though teaching service had been performed during such time.

The Board of Education of the district in which such teacher was employed and is re-employed under this section may suspend the contract of the teacher whose services become unnecessary by reason of the return of a teacher from service in the armed services or auxiliaries thereof, in accordance with section 3319.17 of the Revised Code.

15.10 Association Leave

The Association will be granted two (2) days leave per year for one delegate and one alternate to attend assemblies. The

president of SAVE will notify the Superintendent of the member who will use the leave and the date the leave will be taken.

- 15.11 The Superintendent, at his sole discretion, may extend leaves due to extenuating circumstances.

ARTICLE XVI - LENGTH OF DUTY DAY

- 16.01 The length of the duty day for all members of the bargaining unit shall not exceed eight (8) hours. The work day is increased to eight (8) hours effective July 1, 2016. The intent of this article is to allow for a longer work day if needed. Prior to implementation of the eight (8) hour work day the Association shall have input into the work schedule.

ARTICLE XVII - LENGTH OF SCHOOL YEAR

- 17.01 The school year for all members of the bargaining unit shall be a maximum of one hundred eighty-five (185) days. The use of the additional day (beyond 184) shall be agreed to by the Labor-Management Committee on a yearly basis.
- 17.02 Certificated employees, not receiving state mandated extended time, may submit, through their immediate supervisor, a written request for extended time. This request will be reviewed by the supervisor, Career Technical Director and the Superintendent.
- 17.03 Any member of the bargaining unit who must take part in the junior orientation day shall be reimbursed mileage according to Article XXI of the Agreement.

ARTICLE XVIII – LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

- 18.01 A. Purpose
- The R. G. Drage Local Professional Development Committee is hereby established as the name of the entity required by Ohio Senate Bill 230. This committee shall be district-wide in scope and shall be the only committee

of its type authorized to review coursework and other professional development activities completed by educators within the district for renewal of certificates or licenses.

A Charter Committee composed of two (2) trained administrators and eleven (11) trained Association (teacher) members, in place as of March 23, 1998, shall act to outline the bylaws and select LPDC committee members. This committee will meet at least once a year in subsequent years to reevaluate, appoint committee members, and like business.

B. LPDC Committee Composition

The LPDC Committee shall consist of five (5) members – two (2) administrators and three (3) Association (teacher) members.

C. LPDC Committee Selection

The administrative members of the committee will be selected by the Superintendent or his designee.

The three (3) teacher members will be chosen by the teacher members of the Charter Committee.

The LPDC Committee will operate under the Bylaws developed by the Charter Committee.

D. Terms

Terms for LPDC members are three (3) years after the initial year of 1998-99, when the members will either be on a one, two or three year term. Terms for LPDC members shall run from September to September. Committee members may be re-elected to the positions they hold for only three (3) consecutive terms, unless no other applications are submitted.

E. Vacancies or Removal

Committee vacancies among teachers shall be addressed by the teacher members of the Charter Committee who shall designate replacement members, as necessary, Administrative member vacancies shall be addressed by the Superintendent or his designee.

F. Release Time

The LPDC Committee will meet monthly or bi-monthly as determined by the Chair. The meetings will occur during non-school hours.

G. Stipends

The LPDC and Charter Committee members will be compensated at \$25.00 an hour.

H. Training

A system of ongoing training shall be established. The training shall include evaluation training so that present Committee members can self-monitor their operation, and future Committee members can receive training.

Relevant training shall be required for all members of the committee. Upon prior approval by the Superintendent, members of the LPDC shall be afforded the opportunity to attend training on the LPDC purpose, responsibilities, functioning, legal requirements, and requisite skills.

Participants shall be compensated at the rate of \$25.00 an hour for training secured from the Stark County Educational Service Center.

If the approved training is during the regular school day, committee members shall be given professional release time to attend such training up to two days per year. The Board shall pay for substitutes.

LPDC members shall be reimbursed for actual and necessary expenses incurred as a part of the training in accordance with School District Policy up to a maximum of \$100 per member per year.

I. Appeals Process

1. Level I

Any certificated/licensed staff member whose plan has been rejected may: submit a revised plan within ten (10) working days of the initial rejection notification, may secure more detailed supportive materials to substantiate the legitimacy of their original plan, or may request another review.

The LPCD shall render its decision within fourteen (14) days of the above action.

2. Level II

Any certificated/licensed staff member wishing to appeal the decision of the Level I appeal may complete the necessary appeal form within seven (7) days which will then be sent to another career technical school district LPDC that has been approved for appeals by the Charter Committee who will render its decision within thirty (30) days and the decision is final.

J. Reciprocity

The R.G. Drage LPDC shall accept outside district-approved IPDP's for any educator hired by the Stark Area Vocational District Board of Education from another district as fulfilling all necessary requirements of the R.G. Drage renewal process. Hours already accumulated in the district of previous employment shall be honored. Remaining hours shall be accrued according to R.G. Drage standards. Exceptional cases are subject to Committee review. The educator's IPDP will be requested as part of the application submission process and will be reviewed and marked as "acceptable" or as "in need of revision according to the following guidelines" at the time scheduled for an interview.

- K. The LPDC shall not have any authority to revise, change, delete, or modify any article or section of the collective bargaining agreement or state laws and regulations.
- L. Storage of information and files for the LPDC will be provided by the district.
- M. In the event Senate Bill 230 is legislatively modified, the parties shall comply with any required legislative modifications.
- N. Decision Making
 - 1. Decisions shall be made by a majority vote of the committee members present and voting so long as a quorum is present. A quorum shall consist of three (3) committee members, at least two (2) of which must be teachers and at least one (1) must be an administrator.
 - 2. IPDP decisions relative to teachers shall be made by at least three (3) voting members, two (2) teachers and one (1) administrator.

IPDP decisions relative to administrators shall be made by at least three (3) voting members, two (2) administrators and one (1) teacher.
 - 3. Neither the LPDC as an entity nor any of its members has the authority to incur financial obligations on the part of the Board of Education except as specifically authorized by the terms of this agreement.

ARTICLE XIX - MANAGEMENT RIGHTS

- 19.01 The Board hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, and specifically Ohio Revised Code Chapter 4117.08 and of the United States except when expressly limited or restricted by the terms of this agreement.

ARTICLE XX - MENTOR PROGRAM

- 20.01 Any Mentor or peer assistance program used in the District will be mutually developed by the Administration and S.A.V.E. The program developed will protect the confidential relationship between the mentor and teacher and will not be used in the evaluation process. Once developed, the program will be voted on by both parties. A program will be implemented only when it is funded by the State. For Pay Scale see Article XXXI.

ARTICLE XXI - MILEAGE REIMBURSEMENT

- 21.01 All members of the bargaining unit shall be reimbursed based on the state rate as of July 1st of each year. The "Reimbursement-Job Related Travel" form must be completed and submitted to the appropriate Supervisor by the tenth (10th) day of the month following the month for which reimbursement is requested. Forms received after the 10th day of a month will be returned without reimbursement.

ARTICLE XXII - PERSONNEL FILE

- 22.01 A. Members shall have the right, upon request, to review the contents of their personnel file and to receive a copy, at teacher's expense, of any documents contained therein. A member shall be entitled to have a representative of the Association accompany him/her during such review, along with a representative of the administrative staff.
- B. No material derogatory to a member's conduct, service, character or personality will be placed in his/her personnel file unless the teacher has had an opportunity to review such material. The member will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such a signature in no way indicates agreement with the contents thereof.
- C. The member will also have the right to submit a written

answer to such material and his/her answer will be reviewed by the Superintendent and attached to the file copy.

- D. If the official file is to be reviewed by any other than a Board member, administrator, or clerical employee assigned to work with the file, the person whose file is to be reviewed shall be entitled to notification in a reasonable amount of time.

22.02 Any complaint regarding a member made to any member of the Administration by any parent, student, or other person which is used in any manner in evaluating a teacher will be promptly investigated and called to the attention of the teacher. The teacher will be given an opportunity to respond to and/or rebut such complaint.

22.03 A copy of any information, outside of the routine, will be placed in employee's mailbox.

ARTICLE XXIII - PLANNING/PREPARATION TIME

23.01 A. All certificated members shall be granted one (1) planning/ preparation period per day (approximately 42 minutes) with no classroom responsibilities. Such periods shall be scheduled during the time students are in session. This planning/ preparation period shall be in addition to the thirty (30) minute, duty-free lunch. For special program teachers, in order to maintain scheduling flexibility, their planning/ preparation time shall be arranged by the Career Technical Director. Other certificated members not having a fixed schedule, will be allowed flexibility in arranging their planning/preparation time.

- B. Certificated members not receiving a planning/ preparation period during the time students are in session will be issued a supplemental contract. For Pay Scale see Article XXXI.

23.02 Each member of the bargaining unit may be asked to take the

place of another member of the bargaining unit (substitute) only in an emergency situation and not more than two (2) times per semester.

ARTICLE XXIV - REDUCTION IN FORCE

- 24.01 The Board shall proceed to suspend contracts in accordance with the recommendation of the superintendent who shall, within each teaching field affected, give preference to teachers on continuing contracts. The board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations. (note: 3319.17)
- 24.02 Evaluations shall be deemed as comparable when comparing: 1. Accomplished, 2. Skilled and Developing. Seniority shall never be used for Ineffective teachers.
- 24.03 The teachers whose continuing contracts are suspended by the board shall have the right of restoration to continuing service status if and when teaching positions become vacant or are created for which any of such teachers are or become qualified. No teacher whose continuing service status by reason of having declined recall to a position that is less than full-time or, if the teacher was not employed full-time prior to suspension of the teacher's continuing contract, to a position requiring a lesser percentage of full-time employment than the position the teacher last held while employed in the district. (note: 3319.17)
- 24.04 Attrition: the number of persons affected by a reduction in force will be kept to a minimum by not employing replacements insofar as practicable for employees who retire or resign or whose limited Contracts are not renewed for reasons other than the planned reduction in the number of teachers.
- 24.05 Methods: Layoffs may be effected by non-renewal of Limited Contracts and/or suspension of contracts. Contract suspensions are subject to O.R.C. 3319.17.
- 24.06 Notice to Teacher: Teachers who are laid off shall be so notified by Certified Mail and/or other receipted methods. The notice shall advise the teacher that his contract is being non renewed or

suspended because of a reduction in force. The Association shall be provided with a list of teachers on layoff status.

24.07 Seniority List: No later than February 1st of each year, the Superintendent or the Superintendent's designee will provide the Association President with a list showing, each teacher employed by the Board, the teacher's continuous service, contract status, teaching field, and areas of certification. A copy of the Seniority List will be posted in the central administration office, so that it can be inspected by teachers and association representative during normal office hours.

24.08 Notice of Association: At least one week prior to official action implementing a planned Reduction in Force, the Superintendent shall advise the Association President that a Reduction in Force is planned. The Superintendent shall give the Association President a list of the positions to be eliminated and a list of teachers whose contracts are slated to be non-renewed or suspended as a result of the Reduction in Force. The Superintendent and Association President also shall review the most recent Seniority List to update it as may be necessary to be sure that current, correct information is available for implementing reduction in force procedures.

24.09 Recall:

1. Persons to be restored shall be notified by Certified Mail (and/or other receipted methods) to their last known address. It is the teacher's responsibility to keep the superintendent informed of his/her current address.

Any teacher who fails to respond in writing affirmatively to the superintendent's office within ten (10) business days, or declines a full-time position, shall forfeit all recall rights.

2. The Association will receive a restoration list in the order of the recall.

3. The recall list for Continuing Contract teachers is to be maintained indefinitely. The recall for Limited Contract teachers is to be maintained for two years from the date of Board action on the layoff.

4. A teacher on the recall list may continue to participate in those benefits which are provided to teachers in active employment, provided he/she pays monthly, in advance, to the Treasurer the cost of such benefits.

24.10 Area of Certification

All areas of certification shall be used when making retention decisions.

24.11 Continuous Service

1. As used in this article, "Continuous Service" shall mean the time period of the teacher's continuous employment at R.G. Drage since the Bargaining Unit member's most recent date of hire as a regular full-time Bargaining Unit employee, provided that the time spent absent on unpaid leave shall be deducted when computing continuous service.
2. Regular part-time teachers who teach at least half day or less in the Elementary Schools or at least three periods or less in the Secondary Schools shall accrue seniority at a 50% rate, i.e., one half year for each full year of teaching under a teaching contract.
3. If a teacher was non-renewed on or before June 1st of any year but thereafter was re-employed for the following school year, the non-renewal should not be considered a break in service. Similarly, although approved leaves of absence do not count toward computation of continuous service, they shall not be considered a break in continuous service. Should a tie occur, seniority will be determined first by date of board action on hire and second, on date a continuing contract was issued. Thereafter, a tie shall be broken by the discretion of the Board.

ARTICLE XXV - RETIREMENT INCENTIVE BONUS

25.01 In addition to severance, the employee is entitled to a retirement incentive bonus of \$17,500. The payment of the incentive shall not be made until the employee certifies acceptance into the retirement system and receipt of the first retirement check.

ARTICLE XXVI - SALARY SCHEDULE

26.01 A. Salary columns shall be as listed below:

Non-Career Technical Certificate

- COLUMN A BA/BS
- COLUMN B BA/BS + 15 Semester Hrs. or 150 Semester Hours
- COLUMN C MA/MS or BA/BS + 34 Graduate Semester Hours
- COLUMN D MA/MS + 15 Graduate Semester Hours or BA/BS + 49 Graduate Semester Hours

The definition of additional hours includes all graduate hours obtained either before or after the MA or MS was obtained. Additional hours exclude those used to obtain the initial BA or BS and are at the MA or MS level.

Career Technical Certificate

- COLUMN A BA/BS
- COLUMN B 5 Year Professional License + 15 Semester Hours
- COLUMN C 5 Year Professional License + 42 Semester Hours
- COLUMN D 5 Year Professional License + 57 Semester Hours or an Associate Degree in the Area of

Specialization

(Effective July 1, 1986, hours should be in a specified area and only those hours earned after this effective date will qualify)

- B. For those hired after February 1, 2002, in order to receive credit on the salary schedule for "semester hours", the semester hours must have been awarded as a result of participation in a class and not solely the passing of a test.

26.02 Salary Schedule Placement for Work Experience

Those four (4) year degreed personnel employed in programs where work experience is a condition of certification, and who are presently employed in that specific area, where work experience is a condition of certification, shall be granted one (1) year only of experience credit on the existing salary schedule for stated condition.

26.03 Board Pick-Up of Bargaining Unit Member Contributions to STRS

- A. Total annual salary and salary per pay period for each bargaining unit member shall be the salary otherwise payable under this Agreement, as amended. The total annual salary and salary per pay period of each member shall be payable by the Board in two (2) parts: (1) deferred salary and (2) cash salary. A member's deferred salary shall be equal to that percentage of said member's total annual salary or salary per pay period which is required from time to time by the State Teachers' Retirement System ("STRS") to be paid as an employee contribution by said member and shall be paid by the Board to STRS on behalf of said member as a "pickup" of the STRS employee contribution otherwise payable by said member. A member's cash salary shall be equal to said member's total annual salary or salary per pay period less the amount of the pickup for said member and shall be payable, subject to applicable payroll deductions, to said member. The Board's total combined expenditures for members' total annual salaries otherwise payable under this Agreement, as amended, (including pickup amounts) and its employer contributions to STRS shall not be greater than the amounts it would have paid for

those items had this provision not been in effect.

- B. The Board shall compute and remit its employer contributions to STRS based upon total annual salary, including the "pickup." The Board shall report, for federal and Ohio income tax purposes, as a member's gross income said member's total annual salary, less the amount of the "pickup." The Board shall report, for municipal income tax purposes, as a member's gross income said member's total annual salary, including the amount of the pickup. The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.
- C. The pickup shall be included in the member's total annual salary for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or for any other similar purpose, including extended time.

2019-2020

Years	Column A	Column B	Column C	Column D				
0	1.000	36,166	1.064	38,481	1.101	39,819	1.152	41,663
1	1.049	37,938	1.110	40,144	1.158	41,880	1.209	43,725
2	1.092	39,493	1.156	41,808	1.215	43,942	1.266	45,786
3	1.135	41,048	1.202	43,472	1.272	46,003	1.323	47,848
4	1.178	42,604	1.248	45,135	1.329	48,065	1.380	49,909
5	1.226	44,340	1.303	47,124	1.386	50,126	1.437	51,971
6	1.274	46,075	1.358	49,113	1.443	52,188	1.494	54,032
7	1.322	47,811	1.413	51,103	1.500	54,249	1.551	56,093
8	1.370	49,547	1.468	53,092	1.557	56,310	1.608	58,155
9	1.418	51,283	1.523	55,081	1.614	58,372	1.665	60,216
10	1.466	53,019	1.578	57,070	1.671	60,433	1.722	62,278
11	1.514	54,755	1.633	59,059	1.728	62,495	1.779	64,339
12	1.562	56,491	1.688	61,048	1.785	64,556	1.836	66,401
13	1.610	58,227	1.743	63,037	1.842	66,618	1.893	68,462
14	1.658	59,963	1.798	65,026	1.899	68,679	1.950	70,524
15					1.956	70,741	2.007	72,585
18	1.706	61,699	1.853	67,016	2.013	72,802	2.064	74,647
20	1.754	63,435	1.908	69,005	2.070	74,864	2.121	76,708
*23		64,635		70,205		76,064		77,908
*25	1.802	66,371	1.963	72,194	2.127	78,125	2.178	79,970
*28	1.850	68,107	2.018	74,183	2.184	80,187	2.235	82,031

44

*This step includes the index amount plus a lump sum payment of \$1,200. The \$1,200 is not indexed.

2020-2021

Years	Column A		Column B		Column C		Column D	
0	1.000	36,889	1.064	39,250	1.101	40,615	1.152	42,496
1	1.049	38,697	1.110	40,947	1.158	42,717	1.209	44,599
2	1.092	40,283	1.156	42,644	1.215	44,820	1.266	46,701
3	1.135	41,869	1.202	44,341	1.272	46,923	1.323	48,804
4	1.178	43,455	1.248	46,037	1.329	49,025	1.380	50,907
5	1.226	45,226	1.303	48,066	1.386	51,128	1.437	53,009
6	1.274	46,997	1.358	50,095	1.443	53,231	1.494	55,112
7	1.322	48,767	1.413	52,124	1.500	55,334	1.551	57,215
8	1.370	50,538	1.468	54,153	1.557	57,436	1.608	59,318
9	1.418	52,309	1.523	56,182	1.614	59,539	1.665	61,420
10	1.466	54,079	1.578	58,211	1.671	61,642	1.722	63,523
11	1.514	55,850	1.633	60,240	1.728	63,744	1.779	65,626
12	1.562	57,621	1.688	62,269	1.785	65,847	1.836	67,728
13	1.610	59,391	1.743	64,298	1.842	67,950	1.893	69,831
14	1.658	61,162	1.798	66,326	1.899	70,052	1.950	71,934
15					1.956	72,155	2.007	74,036
18	1.706	62,933	1.853	68,355	2.013	74,258	2.064	76,139
20	1.754	64,703	1.908	70,384	2.070	76,360	2.121	78,242
*23		65,903		71,584		77,560		79,442
*25	1.802	67,674	1.963	73,613	2.127	79,663	2.178	81,544
*28	1.850	69,445	2.018	75,642	2.184	81,766	2.235	83,647

*This step includes the index amount plus a lump sum payment of \$1,200. The \$1,200 is not indexed.

2021-2022

Years	Column A		Column B		Column C		Column D	
0	1.000	37,627	1.064	40,035	1.101	41,427	1.152	43,346
1	1.049	39,471	1.110	41,766	1.158	43,572	1.209	45,491
2	1.092	41,089	1.156	43,497	1.215	45,717	1.266	47,636
3	1.135	42,707	1.202	45,228	1.272	47,862	1.323	49,781
4	1.178	44,325	1.248	46,958	1.329	50,006	1.380	51,925
5	1.226	46,131	1.303	49,028	1.386	52,151	1.437	54,070
6	1.274	47,937	1.358	51,097	1.443	54,296	1.494	56,215
7	1.322	49,743	1.413	53,167	1.500	56,441	1.551	58,359
8	1.370	51,549	1.468	55,236	1.557	58,585	1.608	60,504
9	1.418	53,355	1.523	57,306	1.614	60,730	1.665	62,649
10	1.466	55,161	1.578	59,375	1.671	62,875	1.722	64,794
11	1.514	56,967	1.633	61,445	1.728	65,019	1.779	66,938
12	1.562	58,773	1.688	63,514	1.785	67,164	1.836	69,083
13	1.610	60,579	1.743	65,584	1.842	69,309	1.893	71,228
14	1.658	62,386	1.798	67,653	1.899	71,454	1.950	73,373
15					1.956	73,598	2.007	75,517
18	1.706	64,192	1.853	69,723	2.013	75,743	2.064	77,662
20	1.754	65,998	1.908	71,792	2.070	77,888	2.121	79,807
*23		67,198		72,992		79,088		81,007
*25	1.802	69,004	1.963	75,062	2.127	81,233	2.178	83,152
*28	1.850	70,810	2.018	77,131	2.184	83,377	2.235	85,296

*This step includes the index amount plus a lump sum payment of \$1,200. The \$1,200 is not indexed.

19-20	2% indexed plus 1.5% one-time lump sum not indexed (1.5% lump sum will be calculated on base only) and paid in December 2019
20-21	2% indexed
21-22	2% indexed

When an employee completes service on Step 22, an additional \$1200 shall be added to the yearly salary amount.

Labor-Management Committee

There shall be a Labor-Management Committee composed of the Superintendent and representatives of the Association, and an Administrator (if deemed necessary by the Superintendent) which shall meet monthly to discuss areas of concern at the request of either party.

The composition of the committee may be altered by mutual consent for a meeting, based on agenda topics.

An Agenda shall be prepared prior to each meeting.

ARTICLE XXVII - SENIORITY

- 27.01 Seniority shall mean the length of continuous employment in the district:
 - A. Seniority shall begin to accrue from the first day worked.
 - B. Seniority shall accrue for all time an employee is on active pay status or is receiving worker's compensation benefits.
 - C. Time spent on inactive pay status (unpaid leave or layoff) shall not contribute to the accrual of seniority but shall not constitute a break in seniority.
 - D. Full-time employees shall accrue one (1) year of seniority for each year worked as determined by the minimal full-time standard as defined by this Contract.

- E. Part-time employees shall accrue seniority pro-rated against the minimal full-time standard as defined by this Contract.
- F. No employee shall accrue more than one (1) year of seniority in any work year.

27.02 Equal Seniority

A tie in seniority shall occur when two (2) or more employees have the same amount of seniority credit and same type of contract.

Ties in seniority shall be broken by the following method to determine the most senior employee:

- A. The employee with the first day worked, then
- B. The employee with the earliest date of employment (date of hire), then
- C. The employee with a Continuing Contract (earliest date when the Continuing Contract was awarded), then
- D. The employee with the greatest number of hours and/or CEU's earned since the date of hire.

27.03 Loss of Seniority

Seniority shall be lost when an employee retires or resigns; or otherwise leaves the employment of the Employer.

27.04 Beginning July 1, 1989:

- A. Employees promoted to an administrative position will not accumulate seniority during the time served as an administrator.
- B. A new employee hired as an administrator will not accumulate seniority during the time served as an administrator.

ARTICLE XXVIII - SEVERANCE PAY

- 28.01 The Board of Education shall pay to each member of the bargaining unit retiring from the Stark County Area Vocational School District with ten (10) or more years of active service with any political subdivision of the State of Ohio, 25% of the value of their accrued but unused sick leave to a maximum of seventy-three (73) days in a lump sum at the time of retirement. Such payment shall be based upon the employee's daily rate of pay at the time of retirement and shall be made only once to any employee. Payment for sick leave, on this basis, shall be considered to eliminate all sick leave accrued by the employee at that time. This payment shall not be made prior to evidence of approval of retirement benefits by STRS and verification from the employee that the first check has been received and cashed.

ARTICLE XXIX - STAFF MEETINGS

- 29.01 A. The same day of the week shall be set aside for staff meetings throughout the school year. All staff members are required to attend these meetings unless excused from attendance by the Career Technical Director. The staff meetings shall start as soon as practical after the close of the regular school day. Emergency meetings may be called by the Superintendent and/or the Career Technical Director.
- B. An agenda shall be provided twenty-four (24) hours prior to the announced meeting, if possible.
- C. In the interest of coordinating all educational programs within the system and providing the maximum amount of efficiency to school operations, all department meetings should be scheduled on the same day of the week, that day to be determined by the administration.
- D. Non-excused absence may be subject to discipline.

- E. Staff meetings that begin at 2:45 p.m. shall not extend beyond 3:30 p.m., except by mutual agreement. Employees must get prior approval for early dismissal. Staff meeting times may be adjusted upon mutual agreement.

ARTICLE XXX - STUDENT TEACHERS

- 30.01 A. No member of the bargaining unit shall have more than one (1) student teacher per year unless mutually agreed to by the teacher and the administration.
- B. A teacher who has a student teacher assigned shall not be given other assignments by the administration during the periods for which the student teacher is assigned. (i.e., covering other classes, study halls, etc.)

ARTICLE XXXI - SUPPLEMENTAL SALARIES/EXTENDED TIME

- 31.01 A. All extra duty activities shall be the subject of a supplemental contract between the Board and the teacher involved. Each supplemental contract, excluding OX Programs, will be paid by separate check and shall include:
 - 1. A specific job title, job description.
 - 2. A maximum number of hours to be expended, beyond the established release time granted during the daily work schedule, shall be determined mutually by the Superintendent and the teacher at the time the contract is offered.
 - 3. The following organizations shall be compensated:
 - BPA
 - CHARACTER COUNTS!
 - DECA
 - FFA
 - FCCLA

HOSA
 SkillsUSA
 Spirit Committee
 STAND/SADD
 Yearbook

- B. Compensation for BPA – DECA – FCCLA – FFA – HOSA shall be 4% of Base plus \$24.00 per unit.
- C. Career Technical clubs (BPA, DECA, FFA, FCCLA, HOSA, SkillsUSA) that include ten (10) or more career technical units shall be permitted to have co-advisors. Co-advisors shall each receive the 4% of base and split the \$24.00 per unit.
- D. Supplementals

<u>Position</u>	<u>2019-20</u>	<u>2020-21</u>	<u>2021-22</u>
OX	\$2,460	\$2,509	\$2,560
Lead Mentor	\$882	\$900	\$918
Mentor	\$882	\$900	\$918
NTHS	\$1,471	\$1,500	\$1,530
STAND/SADD	\$295	\$301	\$307
Spirit Committee	\$1,471	\$1,500	\$1,530
CHARACTER COUNTS!	\$295	\$301	\$307
Yearbook	\$1,471	\$1,500	\$1,530

31.02 Extended Time

- A. All extended time shall be covered by supplemental contracts.
- B. All teachers on extended service will be paid at the index step they are on, regardless of the experience factor.

31.03 Department Heads

The position of Department Head will include all duties and responsibilities included in the job description as developed by the administration. Individuals considered for these positions will be provided a job description prior to acceptance. Members who become department heads will receive an additional planning/preparation period.

ARTICLE XXXII - TUITION EXEMPTION

- 32.01 Children of certificated staff will be allowed to enroll in the Stark County Area Vocational School District without being required to pay tuition. A certificate of release from applicant's resident school district must accompany each application stating:
- A. All credits earned by the student at the R.G. Drage Career Education Center will be acceptable for certification for graduation requirements of resident district.
 - B. Transportation needs of the student will not be the responsibility of the R.G. Drage Career Education Center.
 - C. All school and state regulations must be met by the student.

ARTICLE XXXIII - TUITION REIMBURSEMENT

- 33.01 The Board shall reimburse teachers at a rate of \$2,200.00 maximum per year for upgrading certification, graduate credit earned beyond the bachelor's degree, and/or CEU courses offered which apply to the teaching field and/or for teaching certification of that individual. Only credits earned from institutions of higher learning that are accredited by a regional, state or national accrediting association shall be considered for reimbursements.
- 33.02 Continuing Education Units (CEU)
- A. Reimbursement for CEU's in this section shall only be for the cost of the CEU credit.
 - B. A CEU requiring any additional cost (housing, travel, etc.) shall fall under the workshop and seminar expense section of this contract, Article XXXV.
- 33.03 The total monies allocated for tuition reimbursement shall not exceed \$40,000.
- 33.04 At the end of the school year, the total of tuition fees will be

calculated. If this total is under \$40,000.00, then each instructor will be reimbursed for the total of his/her tuition fees, but not more than \$2,200.00. If, however, the total of the tuition fees exceeds the \$40,000.00 cap for the school year, the amount of each instructors' reimbursement will be calculated by dividing the individual claim by the total claim, times \$40,000.00, which will equal the pro-rated reimbursement.

33.05 Textbook Library

Textbooks paid for by the Board of Education, in accordance with 33.01, shall be upon the presentation of the sales slip and shall be placed in the R. G. Drage Teacher's Professional Library prior to reimbursement.

ARTICLE XXXIV - VACANCIES, TRANSFERS, PROMOTIONS

- 34.01 A. No later than April 30 of each year, the Superintendent shall prepare a list of all known vacancies in teaching positions for the following school year. A copy of the vacancies shall be given to the SAVE president.
- B. Teachers wishing to be considered for such vacancies shall notify the Superintendent of their interest, in writing, within five (5) working days from the date of the vacancy posting.
- C. During the summer, a vacancy list will accompany the first paycheck of each month.

ARTICLE XXXV - VISITATIONS

- 35.01 A. All teachers involved with Early Placement are required to make work site visitations.

At least one on-site visitation per employer per student will be made during the third and fourth nine week period (if a student changes jobs, a new visitation is required). Telephone communication can be substituted for the on-site visitation, if appropriate, during the fourth nine week period.

Upon request, adequate release time from instruction will be authorized by the supervisor with the director's approval.

- B. Mileage reimbursement will be in accordance with Article XXI.

ARTICLE XXXVI - WORKSHOP AND SEMINAR EXPENSE

- 36.01 A. An employee must seek prior approval from the Superintendent and the Board of Education for reimbursement and/or released time to attend a workshop, seminar meeting or convention by filing an official request form to the Superintendent through their immediate supervisor.
- B. Following Board approval, the employee shall be reimbursed for actual costs (registration, transportation by common carrier, and housing at the cost of a double room rate unless a single room is required, mileage as per Article XXI, and meals at \$31.00 per day).
- C. This provision shall not include leaves related to SAVE association business (Collective Bargaining) or management of the SAVE organization.

ARTICLE XXXVII - DURATION OF CONTRACT

- 37.01 A. The terms of this Contract shall be effective July 1, 2019, through and including June 30, 2022.
- B. If any part of this Contract is found to be in violation of Federal or State law, in a manner not permitted by Chapter 4117, said part found to be in conflict will automatically be declared invalid and shall be inoperative. The remaining parts of the agreement shall continue to be in effect. Should any provision become inoperative, either party may request a meeting to be held within thirty (30) days to renegotiate the provision.
- C. The parties acknowledge that during the negotiations

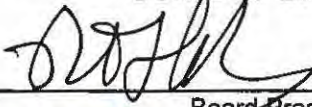
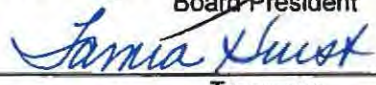
which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of bargaining. The understanding and agreements arrived at by the parties after the exercise of the right and opportunity are set forth herein, and the parties agree that this Agreement constitutes the entire contract between them and settled all demands and issues on all matters within the scope of bargaining. Neither party shall be required to negotiate with the other during the term of this Agreement with respect to any subject or matter irrespective of whether such subject matter was discussed by, or within the contemplation of, the parties during the course of negotiations leading to this Agreement.

- D. Except as otherwise specifically provided in the written provisions of this agreement, the Board of Education has the exclusive right to make necessary decisions relevant to the conduct and management of the schools as prescribed and restricted by law. All prior negotiated agreements not contained herein shall not be binding upon the parties of this agreement. This Agreement supersedes and cancels all previous agreements.
- E. This Contract may be added to, deleted from, or otherwise changed only by an amendment properly signed and ratified by each party.
- F. If during the term of this Agreement, the Board is required by law to negotiate mid-term, then the parties will meet to negotiate within thirty (30) days.

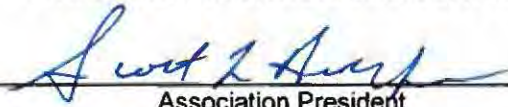
In the event agreement is not reached, the Board is not required to participate in the dispute resolution process prior to Board action on any changes in terms and conditions of employment not contained in the Agreement.

IN WITNESS WHEREOF, the parties have caused this contract to be executed on this 1st day of August 2017.

**STARK COUNTY AREA VOCATIONAL SCHOOL DISTRICT
BOARD OF EDUCATION**

BY: 
Board President

Treasurer

STARK AREA VOCATIONAL EDUCATORS

BY: 
Association President

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