

MASTER AGREEMENT

11/05/2020

0076-01

20-MED-03-0232

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BETWEEN



ASHTABULA COUNTY TECHNICAL & CAREER CENTER BOARD OF EDUCATION

AND

ASHTABULA COUNTY JOINT VOCATIONAL SCHOOL EDUCATION ASSOCIATION LOCAL

JULY 1, 2020 – JUNE 30, 2021

**MASTER AGREEMENT
TABLE OF CONTENTS**

I.	ASSOCIATION RECOGNITION	1
1.1	Recognition.....	1
1.2	Bargaining Unit Member.....	1
1.3	Definitions.....	1
II.	AGREEMENT OF PROCEDURES.....	1
2.1	Establishment of Issues and Meeting Dates	1
2.2	Negotiating Agents	1
2.3	Negotiations Meetings.....	2
2.4	Exchange of Information.....	2
2.5	Caucus.....	2
2.6	Consultants	2
2.7	Progress Reports.....	2
2.8	Negotiating Procedures	2
2.9	Scope of Negotiations	3
2.10	Dispute Settlement Procedure.....	3
III.	ASSOCIATION RIGHTS.....	3
3.1	Payroll Deduction Plan.....	3
3.2	Membership	3
3.3	Membership Dues Deduction	3
3.4	Changes in Dues or Fees	4
3.5	Dues Deduction Suspension.....	4
3.6	Commencement of Deductions	4
3.7	Exclusive Rights.....	4
3.8	Association Leave.....	4
3.9	Posting Space on Faculty Bulletin Boards	4
3.10	Use of Faculty Mailboxes	5
3.11	Use of Facilities and Equipment.....	5
3.12	Representation of Bargaining Unit.....	5
3.13	Addressing Staff Meetings	5
3.14	Receipt of Board of Education Information	5
3.15	Placement on Board Agenda.....	5
IV.	MANAGEMENT RIGHTS	6
V.	GRIEVANCE PROCEDURES	6
5.1	Definitions.....	6
5.11	Grievance.....	6
5.12	Grievant	6
5.13	Days	6
5.2	Factors and Conditions	7
5.3	Grievance Procedure	7
5.31	Step One	7

5.32	Step Two	8
5.33	Step Three.....	8
5.34	Step Four	8
5.35	Step Five	8
5.4	Rights of the Grievant and the Union	9
VI.	PROFESSIONAL STAFF WORKING CONDITIONS.....	9
6.1	Orientation - In-Service Days	9
6.2	Issuance of Keys.....	9
6.3	Access to Buildings.....	9
6.4	Weekends	10
6.5	Vacation.....	10
6.6	Working Conditions	10
6.7	Working Conditions/Facility Use.....	10
6.8	Access to Teacher's File	11
6.9	Employee Discipline	12
6.10	Vacancies, Promotions, and Newly Created Positions	13
6.11	NEOEA Day.....	14
6.12	Extra-Period Substitute Policy.....	14
6.13	Certified Day	14
6.14	Extended Day.....	15
6.15	Career-Technical Student Organizations.....	15
6.151	Supplemental Compensation.....	16
6.16	Extended Service.....	16
6.17	Mileage	17
6.18	Chronic Communicable Diseases	17
6.19	Recruitment.....	20
6.191	Secondary	20
6.192	Adult Education Recruitment.....	21
6.20	Non-Discrimination.....	21
6.21	Drug-Free Policy.....	21
6.22	Teacher Safety	22
6.23	Video Cameras	22
VII.	CONTRACTS.....	23
7.1	One-Year Contracts.....	23
7.2	Two-Year Contracts.....	23
7.3	Three-Year Contracts	24
7.4	Continuing Contract.....	24
VIII.	LEAVES OF ABSENCE.....	24
8.1	Personal Leave	24
8.2	Sick Leave.....	25
8.3	Professional Leave	26
8.31	Youth Club	26
8.4	Pregnancy Leave	27
8.5	Parental Leave	27
8.6	Jury Duty/Subpoenaed Witness.....	28

8.7	Assault Leave	28
8.8	Sabbatical Leave	28
8.10	Obligation Days.....	30
8.11	Federal Family and Medical Leave Act.....	30
IX.	FRINGE BENEFITS.....	30
9.1	Hospitalization, Dental, Vision and Prescription Drug Plans	30
9.2	Life Insurance.....	32
9.3	Enrollment	33
9.4	Severance Pay.....	33
9.5	Health Insurance Committee	33
X.	SALARY SCHEDULE	34
10.1	Placement on Salary Schedule	34
10.2	Salary Classification	35
10.3	Base Salary.....	37
10.4	Credit for Course Work	37
10.5	Salary Schedule.....	38
10.6	Movement on Salary Schedule	38
10.7	Daily Rate of Pay	38
10.8	Supplemental Contracts.....	38
10.9	Extended Service/Separate Duties.....	38
10.10	Reemployment of Retired Teachers	39
10.11	Payment and Deferral of Severance Pay.....	40
10.12	Pay Periods	41
10.13	Payroll Deductions	41
10.14	Background Check Reimbursement	42
10.16	Section 125 Plan (Cafeteria Plan)	42
XI.	REDUCTION IN FORCE	43
11.1	Definition of RIF	43
11.2	Reason for RIF.....	43
11.3	Decreases in Enrollment Defined.....	43
11.4	Notification of Anticipated RIF.....	44
11.5	Seniority.....	46
11.6	Implementation	47
11.7	Limitations	48
11.8	Layoff Rights	48
11.9	Recall Rights.....	49
11.10	Bumping Restriction.....	50
XII.	EVALUATION	50
12.1	The Evaluation Committee.....	50
XIII.	CONFLICT WITH LAW.....	50
XIV.	CLOSING OF AGREEMENT.....	51

GRIEVANCE FORM-1.....	52
GRIEVANCE FORM-2.....	53
GRIEVANCE FORM-3A.....	54
GRIEVANCE FORM-3B.....	55
GRIEVANCE FORM-4.....	56
GRIEVANCE FORM-5.....	57
SALARY CLASSIFICATION FORM-6.....	58
SALARY SCHEDULE INDEX.....	59
2020-2021 SALARY SCHEDULE.....	60
HEALTH BENEFITS INFORMATION	61

I. ASSOCIATION RECOGNITION

1.1 Recognition

The Ashtabula County Technical & Career Center Board of Education, hereinafter called the Board, recognizes the Ashtabula County J.V.S. Education Association Local OEA/NEA, hereinafter called the Association, as the sole and exclusive bargaining agent for the purpose of collective bargaining.

1.2 Bargaining Unit Member

Bargaining unit members, hereinafter "teachers" shall mean all certified professional, non-supervisory teachers as defined in Section 1.3 employed by the Board of Education in either day school or Adult Education. The bargaining unit shall not include personnel employed as management level: (superintendent & administrators) supervisors as defined in O.R.C. 4117.01(J-K).

1.3 Definitions

- A. Full-time - A certified employee who is employed to perform a full day's work as defined by this Contract for a minimum of 183 days or more in a work year.
- B. Part-time - For purposes of this Article, part-time means a certified employee who works one-half day (minimum 3.5 hours) for 183 work days per year and whose salary is calculated according to the salary schedule.

Instructors hired mid-year for positions that meet one of these definitions will be considered bargaining unit members.

II. AGREEMENT OF PROCEDURES

2.1 Establishment of Issues and Meeting Dates

Either party desiring to terminate, modify or negotiate a successor must give notice at least sixty (60) days prior to the Agreement's expiration date. Within fifteen (15) calendar days after the receipt of such notice an initial negotiations meeting shall be held.

2.2 Negotiating Agents

The negotiating agents will be no more than six (6) members for each team. All negotiations shall be conducted exclusively between said teams. Neither party in any negotiations shall have any control over the selection of the negotiating team of the other.

2.3 Negotiations Meetings

The superintendent or his/her designated representatives shall meet at reasonable times with representatives from the Association for the purpose of effecting a free exchange of facts, opinions, proposals, and counter proposals in a sincere effort to reach mutual understandings and agreement on all matters submitted for negotiations. All parties are obliged to deal openly and fairly with each other on all matters and to conduct such negotiations in good faith. "Good Faith" requires parties to recognize negotiations as a shared process. Such obligation does not compel either party to agree to a proposal or require the making of a concession. Such meetings shall not be conducted during the regular school day unless mutually agreed to by the parties.

At the first scheduled negotiation meeting, both the Association and the Board shall exchange all proposals to be considered for negotiations. This exchange shall determine all subjects to be negotiated.

2.4 Exchange of Information

The superintendent shall furnish the Association upon reasonable request, all available information pertinent to the issues under negotiations.

2.5 Caucus

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

2.6 Consultants

The parties may call upon professional and lay consultants to assist in the negotiations. The expense of such consultants shall be borne by the party requesting them. All participants have the right to utilize the services of consultants at any time during negotiations meetings.

2.7 Progress Reports

There shall be no reports to the news media during any negotiating meeting. Members of the news media are not to be present during negotiations. After each session, the teams will mutually determine what is to be released to the press, if anything. Declaration of impasse by either party negates this section of the Agreement.

2.8 Negotiating Procedures

All collective bargaining between the Board and the Association shall conform to the appropriate sections of O.R.C. 4117 and the rules established pertaining thereto by the State Employment Relations Board (SERB) except as provided for in Section 2.10. Changes in the law or SERB rules will accordingly change the collective bargaining procedures.

2.9 Scope of Negotiations

Those matters which are negotiable are wages, fringe benefits, hours or terms and other conditions of employment and the continuation, modification or deletion of any provision of this Agreement [O.R.C. 4117.01(G)].

2.10 Dispute Settlement Procedure

If agreement on a successor contract is not reached within forty-five (45) days after the first negotiations session, the parties shall jointly notify the Federal Mediation and Conciliation Service (FMCS) and the State Employment Relations Board (SERB) that the issues in dispute are being submitted to mediation and requesting a mediator to assist in negotiations. The parties agree and will so notify FMCS and SERB that use of a mediator from FMCS (or the Bureau of Mediation if the services of FMCS are not available) shall be the sole dispute resolution procedure of these parties, and the parties hereby waive the right to utilize any other dispute resolution procedure, including those enumerated in Chapter 4117 of the Ohio Revised Code. The parties will continue mediation until agreement is reached; provided, however, that the Association retains the right to strike in accordance with O.R.C. 4117.14(D)(2) upon the expiration of this Agreement.

III. ASSOCIATION RIGHTS

3.1 Payroll Deduction Plan

The Board and the Association do mutually agree on the payroll deduction plan for membership of said Association.

3.2 Membership

Membership in the Association shall be available to all bargaining unit members as defined in Article 1.3 including those instructors hired to teach in satellite units at participating home school districts.

3.3 Membership Dues Deduction

The Board shall deduct Association membership dues from the salary of all members who have authorized such deductions by delivering to the Treasurer of the Board a written check-off authorization form. These deductions shall be in the amount authorized or such lawful dues as the Association's constitution or by-laws may be amended to provide.

3.4 Changes in Dues or Fees

The Association will notify the Board in writing, signed by the Association President/Chair and financial secretary, of any changes in the dues or fees.

3.5 Dues Deduction Suspension

Should a teacher be granted a leave of absence, or leave the Association during the period of employment of this agreement, his/her dues deduction authorization shall be suspended during such period, but such authorization shall become automatically effective at the time such member is returned from the leave of absence or rejoining the Association.

3.6 Commencement of Deductions

The above deductions shall commence with the next regular pay period following September 1. The aggregate sum so deducted shall be forwarded with each bi-weekly payroll by the Treasurer of the Board to the financial secretary of the Association.

3.7 Exclusive Rights

All Association rights are sole and exclusive rights.

3.8 Association Leave

There shall be ten (10) teacher days of Association Leave for Association business which shall be used at the direction of the Association President/Chair. Leave applicable to officers only. Notice of the use of Association Leave shall be given to the Superintendent forty-eight (48) hours before use.

3.9 Posting Space on Faculty Bulletin Boards

The Association shall be entitled to posting space on all faculty bulletin boards as follows:

- A. One faculty bulletin board in each of the following buildings: "A", "B", "C" Complex (Meister Hall, Clark Building, and Automotive); shall be designated by the principal.
- B. Approximately one-half of the bulletin board's space may be used by the Association.
- C. No competing Association or Union shall have the right to use the bulletin boards.

3.10 Use of Faculty Mailboxes

The Association shall have the right to use faculty mailboxes to distribute their materials to all members of the bargaining unit.

- A. The Association President/Chair shall be responsible for the content of all materials distributed.

3.11 Use of Facilities and Equipment

The Association shall be permitted to use the district's facilities and equipment at no charge. The Association shall be permitted to transact Association business on the district's property.

3.12 Representation of Bargaining Unit

The Association shall have the right to represent bargaining unit members at any employment-related matter.

3.13 Addressing Staff Meetings

The Association shall be permitted to address employees at any staff meeting provided proper notification is given to the appropriate administrator.

3.14 Receipt of Board of Education Information

- A. The Association shall receive copies of the complete Board agendas, accompanying data and previous meeting minutes, prior to the meeting.
- B. All reasonable requests of documents of public records will be provided in a timely manner and without charge.
- C. Board Policies with all updates will be available on the A-Tech website.
- D. A copy of the notes from each Board meeting will be placed on the A-Tech website within ten (10) working days following the approval of said notes.

3.15 Placement on Board Agenda

The Association shall be placed on the Board agenda with two (2) weeks notification to the Superintendent except in an emergency, in which case the Association shall be recognized to speak at that Board meeting.

IV. MANAGEMENT RIGHTS

Except as the Board as agreed in this Agreement, the Board has the right to:

- A. 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 public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate, or hire employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- E. Suspend, discipline, demote or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the employer as a unit of government;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the public employer as a governmental unit.

V. GRIEVANCE PROCEDURE

5.1 Definitions

- 5.11 Grievance - A grievance is a claim by a member(s) of the bargaining unit that there has been a violation, misinterpretation or misapplication of any provision of the Master Agreement.

The Association may grieve on its own behalf involving those contractual items directly and exclusively relating to the Association.

- 5.12 Grievant - A grievant is any person, persons, or the Association who files a grievance.

- 5.13 Days - Shall mean business days except during summer when days shall be week days, excluding holidays (i.e., July 4) and spring and winter recess.

5.2 Factors and Conditions

- 5.21 All grievances will be presented to your immediate administrator. If a grievance appears to arise from the actions of an administrative officer other than the supervisor of an area and affects a group or class of teachers, or is concerned with a system-wide policy, it may be submitted at Step Three described below. The purpose of these procedures is to secure, at the lowest possible administrative level, equitable solutions to grievances. All parties agree that proceedings shall be kept confidential.
- 5.22 A grievant may be accompanied and assisted at any and all steps of the grievance procedure by the Association. The Association must be notified and included in all meetings.
- 5.23 The fact that an employee files a grievance shall not be recorded in his/her personnel file or in any file used in the transfer, assignment, or promotion process; nor shall such fact be used in any recommendation for re-employment or recommendation for any other employment; nor shall the grievant, the Association, or its officers be placed in jeopardy or be subject for reprisal or discrimination for having followed this grievance procedure.
- 5.24 The failure of a grievant to act on any grievance within the prescribed time limits will act as a bar to any further appeal, and an administrator's failure to give a decision within the specified time limits shall automatically resolve the grievance in favor of the grievant and the relief sought shall be granted.
- 5.25 The number of business days indicated at each step is considered a maximum. The time limits, however, may be extended by mutual written agreement.
- 5.26 All notices to the grievant of hearings or disposition of grievance shall be hand delivered or mailed with return receipt.
- 5.27 This procedure must begin within twenty (20) business days of the alleged grievable act was known or reasonably should have been known.
- 5.28 All grievances shall begin at Step One. If the Superintendent hears Step One, the grievance may proceed to Step Three if not satisfied with the response given at Step One.

5.3 Grievance Procedure

5.31 Step One

The grievant will verbally identify and present the step one grievance form to the immediate administrator with the objective of resolving the matter informally. A statement of the date and time of such meeting shall be signed by both parties at that meeting and a copy shall be retained by each. In the event the employee's immediate supervisor is not the appropriate administrator to resolve the grievance, the immediate supervisor shall inform the grievant of the identity of the appropriate administrator to resolve the grievance within two business days of the grievance being presented. The

grievance shall then be filed with the appropriate administrator at Step One within five business days of the identification of the appropriate administrator.

5.32 Step Two

If a satisfactory solution is not affected, the grievant shall present the grievance in writing by filing the appropriate forms to the administrator within five (5) business days of the informal meeting. The administrator shall render a written response to the grievant within five (5) business days after the receipt of said grievance.

5.33 Step Three

If a satisfactory solution is not affected, the grievant shall present the written grievance to the Superintendent within five (5) business days of the receipt of the Step Two response. The Superintendent shall, within seven (7) business days of receipt of the grievance, hold a meeting to hear the grievance during normal business hours. Within five (5) business days of this meeting, the Superintendent shall issue a response in writing to the grievant.

5.34 Step Four

If after receiving the answer at Step Three the employee remains aggrieved, the Association may, in writing, request that the matter be submitted to mediation with the Federal Mediation and Conciliation Service. This request shall be made within fifteen (15) business days from the receipt of the answer given at Step Three. The parties agree to participate in the mediation of all the issues set forth in the grievance(s) at the first meeting date available to the mediator, but not later than thirty (30) business days from the filing of the grievance. If mediation is not successful or is not initiated and the employee remains aggrieved, the Association may proceed to Step Five.

5.35 Step Five

If the action taken in Step Four does not resolve the grievance to the satisfaction of the grievant, the Association shall notify the Board within fifteen (15) days of its intent to submit the grievance to arbitration. The Association shall submit its demand for arbitration to the American Arbitration Association in accordance with its rules.

The Association shall have the exclusive right to determine whether to proceed to the arbitration step of the procedure. The costs of the arbitrator and hearing room shall be divided equally between the Board and the Association. The cost of producing a written transcript shall be borne by each party requesting the transcript or a copy thereof. Decision of the arbitrator shall be final and binding upon all parties.

In the event a bargaining unit member elects to proceed to arbitration following a decision by A-Tech not to advance the grievance to arbitration, the costs of the arbitrator and hearing room shall be borne by the losing party. The cost of producing a written transcript shall be borne by each party requesting the transcript or a copy thereof. Decision of the arbitrator shall be final and binding upon all parties.

FORMS: STEP ONE	Form 1
STEP TWO	Form 2
STEP THREE	Form 3A and Form 3B
STEP FOUR	Form 4
STEP FIVE	Form 5

5.4 Rights of the Grievant and the Union

- 5.41 Grievance forms shall be exhibited in the appendix of this Contract, and it shall be the exclusive right of the Union to issue forms to grievants.
- 5.42 Meetings and hearings held under this procedure shall be conducted during normal business hours on the A-Tech school premises, except for arbitration hearings which shall be held at a neutral site.
- 5.43 Grievant(s) and Association Representative(s) shall be permitted to attend a grievance meeting or arbitration hearing with no loss of pay or benefits.
- 5.44 A grievance may be withdrawn by the Union at any time and without prejudice.

VI. PROFESSIONAL STAFF WORKING CONDITIONS

Teachers of satellite programs in participating school districts will be subject to the regular working conditions (such as calendar, teacher day, in-service, faculty meetings, etc.) of the specific participating district/building housing the satellite program. Exceptions to this provision would be sections 6.16-6.21 of Article VI.

6.1 Orientation - In-service Days

All teachers will participate in three in-service days, as designated within the adopted school calendar. In-service days will not be scheduled on holidays or scheduled non-work days.

6.2 Issuance of Keys

All certificated/licensed personnel will be given keys to the areas, lockers, etc., of which they have need in the normal course of their duties. Any special request for additional keys must be submitted in writing to the supervising Administrator who will answer the request by supplying the key or notifying the employee as to reasons for refusal. No employee is authorized to lend a key(s) to an unauthorized person, nor is he/she permitted to make or have made a duplicate of any school keys. All keys are to be given back at the end of the school year.

6.3 Access to Buildings

Once the security system has been activated on weekends or at night, no person shall be granted access to the buildings without written approval from the superintendent or his/her designee. School Days - Designated doors will be open throughout the school day in each building. All other doors will be locked at the beginning/start of the teacher

day or soon thereafter. At least one designated door will remain unlocked until fifteen (15) minutes after the last scheduled Adult Education class ends in any building. Where appropriate, all employees are required to lock their classroom doors before they leave. Doors will be unlocked and re-locked for adult classes as instructed by the Adult Education Administrator.

6.4 Weekends

All doors and windows shall be kept locked except when orders are given by the Superintendent's office to unlock an area for a specific activity.

6.5 Vacation

The same regulations apply as on weekends.

6.6 Working Conditions

A. Maintenance of Facilities

While the maintenance of all facilities is the principle duty of the maintenance department, the Association recognizes that each classroom teacher has responsibility for protecting the physical plant by cooperatively working with the students to establish safety procedures, clean up duties, and preventive vandalism measures.

B. Smoke-Free Work Place

After March 1, 1995 and thereafter, members shall not smoke in the school buildings.

The Board will advise all potential employees prior to their employment that smoking is not permissible in the school buildings.

The Board shall provide information/literature to employees about "smoke cessation" programs which are designated to assist members to stop smoking.

One-time coverage will also be provided for those employees completing accredited smoking cessation clinics or programs at 80% of the cost of the clinic, not to exceed two hundred dollars (\$200.00), if not covered by employee insurance.

C. Student Placement in Classes

Efforts will be made to distribute the placement of Special Education students equitably among the academic classes each period. A meeting will be scheduled to discuss the needs of teachers who have specific difficulty with the educational program of their Special Education students.

6.7 Working Conditions/Facility Use

These working conditions shall be made available for facility use in each of the following buildings; "A", "B", Meister Hall, Clark Building, and Automotive, Horticulture and Small Animal Care.

- A. Teachers shall have access to a phone during the school day. All personal long distance calls must be recorded on the sheet provided and turned in to the Treasurer's office monthly.
- B. Teachers shall be assigned a desk, file cabinet, and chair. The desk and/or the file cabinet will be locking.
- C. Storage facilities for instructional materials and supplies will be provided upon approval by the supervising Administrator.
- D. Instructors will annually report equipment that is inoperable or that has been replaced. The Board will attempt to routinely dispose of or remove such equipment according to standard legal procedures.
- E. Each building shall have parking facilities for use of the professional staff during working hours.
- F. All staff will be provided with their tentative schedule for the following school year by August 1st.

6.8 Access to Teacher's File

- A. Personnel records shall be kept in the office of the superintendent. There shall be one (1) official personnel file for each teacher. Administrators shall be permitted to maintain a working file on each teacher during the school year. At the end of each year, any information which may be the subject of future disciplinary action must be placed in the official personnel file pursuant to this Article. No item which is not placed in the official personnel file shall be the basis for disciplinary action. Only items relating to work performance, discipline, and routine financial or personnel data shall be entered into a file.
- B. Staff members shall have the right to review their personnel file on a regularly scheduled school day between those hours following the end of the instructional day and before the office closes. No disciplinary item may be placed in the file without it first being initialed by the teacher and the administrator directing its placement, and the teacher shall receive a copy of all items prior to filing upon request. Initialing the item does not mean agreement with its content, only knowledge of its existence. An individual may respond in writing to any material contained in the personnel file and have such response placed in the file. A staff member may be accompanied by another individual of his/her choice including an Association representative when exercising the right of inspection during normal business hours.
- C. Copies of personnel information will be provided at no cost to the teacher.
- D. If any person disputes the accuracy, relevancy, timeliness or completeness of the personal information pertaining to him/her, he/she may request the superintendent

or superintendent's designate to investigate the current status of the information. Within thirty (30) business days, an investigation shall be held to determine whether the information complies with R.C. 1347.05. The disputant shall be notified of the results of the investigation and of the action that the superintendent or designate plans to take with respect to the information. Any challenges to the relevancy, accuracy, timeliness, or fairness of file information shall be processed through the grievance procedure and filed at Step Three.

- E. If, after such determination, the disputant is not satisfied, he/she may include a statement of his/her position on the disputed information in his/her personnel file. The superintendent or designate shall furnish a copy of the disputant's statement of the dispute to any person specifically designated by the disputant. In any subsequent transfer, report, or dissemination of the disputed information, the disputant's statement shall be included in such communication.

6.9 Employee Discipline

- A. No employee shall be disciplined, reduced in rank or compensation, demoted, non-renewed, or otherwise deprived of any provision of this Contract without "just cause" and compliance with applicable provisions of this Contract.
- B. All disciplinary actions shall be progressive in nature utilizing the steps below except in circumstances of gross disregard of A-Tech Board policy, administrative regulations and/or employment rules which may necessitate skipping steps. No discipline will occur without a disciplinary hearing/conference.
- C. First offense situations and any subsequent offenses where such action is deemed appropriate by the administrator involved, an oral warning may be issued at a conference for that purpose. Subsequent offenses may subject a member to letters of reprimand or further disciplinary action. Each party shall have the right to a representative of his/her choice at any disciplinary conference.
- D. Prior to any disciplinary hearing/conference, the staff member shall be notified in writing of the hearing/conference and allegations being made at least twenty-four (24) hours prior to the hearing/conference. Should a situation occur where the staff member is removed from school premises because he/she poses a clear and present danger to staff, students or him/herself the hearing/conference will occur no later than twenty-four (24) hours or as soon as possible after the alleged incident. Bargaining unit members shall be allowed representation of his/her choice at the hearing. Performance reviews shall not be considered disciplinary hearings
- E. Following the hearing/conference the bargaining unit member and representative will be advised in writing of the discipline to be imposed.
- F. Progressive Discipline Steps:

The following steps of progressive discipline will be used by the administration:

Step 1 Verbal Reprimand

- Step 2 Written Reprimand
- Step 3 Suspension with or without pay, not to exceed five (5) days.
- Step 4 Termination in accordance with O.R.C. 3319.16

Steps may be bypassed for flagrant violations.

- G. During an investigation the bargaining unit member may be assigned to stay home without loss of pay or benefits.
- H. Bargaining unit members have the right to appeal any discipline issued for steps 1, 2, and 3 through the grievance procedure of this Agreement. Step 4, termination shall be through the O.R.C. 3319.16 statutory procedure.
- I. Bargaining unit members may accumulate up to three (3) verbal warning hearing/conferences at the discretion of the administration before moving to Step 2.

6.10 Vacancies, Promotions, and Newly Created Positions

- A. A vacancy shall be defined as a bargaining unit position that is either newly created or which is unfilled because of death, retirement, resignation, termination, non-renewal or transfer and which the Board intends to fill.
- B.
 1. During the school year a list of all vacancies and newly created positions for teaching, other certificated/licensed extra duty, supervisory and administrative positions will be sent to each individual school district email and posted on the A-Tech website upon the opening of such positions.
 2. From the last full week of May through the first week before school start day for the next school year, vacancies will be posted in the Principal's Office and A-Tech website. The Board shall not be held liable for email postings not received and/or replied to by bargaining unit members. Each vacancy will be listed on Monday not later than 12:00 p.m. Bargaining unit members will have until 2:00 p.m. on Friday of the same week to respond.
- C. The positions shall remain open for five (5) business days from the date of notification except in the case of positions that need to be filled immediately before the start of the school year and time periods critical to school funding.
- D. All postings shall include the following information: position available; position requirements; certification/licensure and/or credentials needed; number of years experience needed; starting date; length of contract; and application deadline will be available on the A-Tech website for all postings.
- E. Should a vacancy occur in a satellite teaching position, on-campus instructors shall have the right to apply for the position.
- F. In the event it is necessary to affect an involuntary transfer, the effected bargaining unit member will meet with the immediate Administrator prior to the transfer. Upon

request, the immediate Administrator will provide the teacher with the reason(s) for the involuntary transfer.

6.11 NEOEA Day

All certificated/licensed staff members may participate in NEOEA activities, this day shall be a scheduled non-work day.

6.12 Extra-Period Substitute Policy

Any teacher who covers a teaching assignment during his/her planning period shall be paid \$21.38 for the term of the contract.

No teacher will be asked to supervise additional students or those from another teacher's class, unless an emergency exists and/or no substitute is available. If no qualified instructor is available to substitute in the career-technical classes, an attempt will be made to cover the non-lab classes for both programs with a substitute, leaving the career-technical instructor who is present available to supervise the lab periods for both classes.

6.13 Certified Day

The certified staff day shall be seven (7) hours to include a thirty (30) consecutive minute duty-free lunch. Each individual in a teaching assignment shall be guaranteed time each day (consecutive minutes) equal to one class period for preparation which shall be scheduled during the teacher day.

Preparation time should include such activities as lesson planning, writing lesson plans, developing student intervention plans, grading assessments, classroom/lab recordkeeping, materials/equipment preparation, parental contact, and collaboration with colleagues and supervisors as needed. Every effort will be made to give teachers reasonable notice when their presence is required at an IEP meeting. No more than five of those meetings per school year will be scheduled during the teacher's planning time if possible. Class coverage will be provided for additional meetings. Occasionally, teachers may be required to attend parent meetings during planning time. Whenever possible, advance notice will be given.

Faculty meetings, department meetings, or in-service education meetings, if deemed necessary by the administration, may be held once a month and shall not extend the work day beyond one hour and shall not exceed five (5) per school year. In the event that a staggered workday exists, and a member's workday does not permit attendance at such meetings, the administration will provide to said member information presented at the meetings.

The Administration will have ninety (90) minutes per school year in which to hold emergency/urgent meetings for staff for the purpose of sharing information critical to staff.

A. The emergency meetings called under this Article shall not be subject to disciplinary action when a staff member gives prior notice to the Administrator that

they are unable to attend the called meeting.

Rather than call a meeting under this Article, the Administration, when possible, will use E-mail, handouts, and other forms of communication to share information with staff. Emergency meetings called under this Article shall not exceed thirty (30) minutes.

6.14 Extended Day

Any teacher who is required to work beyond the seven (7) hour day on a flexible instructional assignment shall be paid one-seventh (1/7) of his/her daily rate of pay for each additional hour worked, except consultative instructors whose time will be considered on a weekly basis.

6.15 Career-Technical Student Organizations

The instructional staff recognizes the value and importance of Career-Technical student organization activities and supports them as an integral, co-curricular activity and a responsibility of all instructors.

To organize and coordinate the activities of each of the five (5) Career-Technical student organizations, a youth club advisor will be selected. As the duties of the youth club advisors require additional time and effort beyond the normal program commitment, the youth club advisor for each organization will receive a supplemental contract at the following rates:

*Skills USA	10% (5.00% per person)**
FFA	2.25%**
Business Professionals of America	2.25%**
FCCLA	2.25%**

*NOTE: Skills USA may receive an additional period. If the master schedule does not permit an additional period, two (2) teachers shall be assigned and compensated.

**NOTE: Percentage of contract base salary in each year of the contract.

Interested members may apply for each position. The selection of the youth club advisor(s) for each organization will be done annually by the supervising Administrator and/or the Superintendent. The final choice of youth club advisor shall be at the discretion of the supervising Administrator and/or Superintendent. No teacher shall be required to serve as a youth club advisor for any club. Filling of positions will be confined to employees of the district.

These positions shall be paid pursuant to 10.9.

Seventy-five dollars (\$75) a day up to a maximum of five (5) days shall be paid to those advisors/teachers who are approved to accompany students to a national competition

occurring on non-contract business days. A maximum of two (2) advisors/teachers for Skills USA and one advisor/teacher for other youth clubs shall be compensated. In the event more than the maximum number of advisors/teachers is approved by the Superintendent to attend the national competition, the stipend shall be split among those employees approved to attend.

6.151 Supplemental Compensation

As the duties of the youth club advisor require additional time and effort beyond the normal program commitment, the youth club advisor for each organization will receive a supplemental contract at the following rate:

National Honor Society	1%*
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*NOTE: Percentage of contract base salary in each year of the contract.

Interested members may apply for each position. The selection of these advisors will be done annually by the supervising Administrator and/or the Superintendent. The final choice of advisor shall be at the discretion of the supervising Administrator and/or Superintendent. No teacher shall be required to serve as a youth club advisor for any club. Filling of positions will be confined to employees of the district.

These positions shall be paid pursuant to 10.9.

A new supplemental position may be added at the discretion of the Superintendent. If a new position is created, no employee shall be required to accept an assignment. ACJVSEAL and the Board or its designee shall agree upon the pay for each new position.

6.16 Extended Service

All instructors will be eligible for up to thirty (30) hours of extended service during the months of July and August. Those instructors participating in committee work and Adult Education instructors may request Extended Service in the months of June, July, and August. Instructors will be paid an hourly rate of \$21.38 for the term of the contract.

The activities of the extended service will consist of an instructor training on equipment specifically included in his/her course of study and/or the administration may schedule professional growth in-service training. All training on the equipment and the number of days designated for equipment training must be approved by the instructor's supervisor. Acceptable activities also include: staff and/or curriculum development or enhancement and/or home visitation of students within the instructor's program.

July Extended Service schedules shall be made with the instructor's respective supervisor and prior to July 1 of each year.

August extended service schedules shall be made with the instructor's respective supervisor and prior to August 1 of each year.

Payment for extended service worked shall be paid in the second paycheck in September.

The Association President/Chair will be consulted regarding the extended service schedule.

6.17 Mileage

- A. Employees, who travel as a requirement of their position, i.e., cooperative, consultative, and counselors, will be paid at the rate allowed by the Internal Revenue Service as in effect on January 1 of each year.
- B. With the approval of the Superintendent, a private vehicle may be used to attend a professional meeting or contest. Reimbursement will be paid at the current approved IRS rate as defined in section A and C. In the event that a private vehicle is used without the approval of the Superintendent no mileage reimbursement will be made.
- C. Approved mileage submitted to the appropriate supervising Administrator by the 8th of each month will be paid within fifteen (15) business days of such submission at the rate allowed by the Internal Revenue Service as in effect on January 1 of each year. Changes in the allowable rate shall be put in effect for the following fiscal year July 1 - June 30. Mileage not submitted by the 8th will not be paid until the next month.

6.18 Chronic Communicable Diseases

- A. An employee who has been exposed to or who contracts a chronic communicable disease shall be treated no differently than an employee with any other medical disability and will be provided the full protection of Federal and/or State law.

No employee shall be subjected to random testing for chronic communicable disease.

- B. Reports of Suspected Carriers

All reports of suspected carriers shall be directed to the Superintendent. All reports of suspected carriers shall be in writing and shall identify the person(s) making the report and shall note the reasons why the reported employee is suspected of being a carrier. If a report is received which does not meet those requirements, it shall not be acted on

- C. Testing Criteria for Communicable Diseases

- 1. No employee shall be required to submit to a medical evaluation of his physical condition without determination of just cause for said evaluation. The just cause determination shall be made by a tri-partite panel which shall

conduct a due process hearing and render a written determination which shall be final and binding on the parties.

2. The tri-partite panel shall be comprised of a physician selected by the Employer, the employee's personal physician, and an impartial third party who shall be the County Health Commissioner. The mutually-selected third party shall act as chairperson of the panel and shall serve in that capacity for all subsequently convened panels to determine probable cause for medical evaluation.
3. The tri-partite panel shall conduct a due process hearing to determine whether there is probable cause for the medical evaluation of an employee. Within ten (10) business days after the conclusion of the due process hearing, the panel shall render a written determination and the rationale to the Superintendent and the employee.
4. In the event that a health risk becomes apparent and may affect many or all employees, as determined by a physician in the appropriate public health district, the Employer, with concurrence of the A-Tech shall be permitted to bypass the tri-partite panel and immediately provide for the examination of any or all employees to prevent the spread of the disease.
5. All costs of the tri-partite panel shall be borne by the Employer.

D. Medical Evaluation

1. Within ten (10) business days after a determination has been rendered substantiating probable cause for medical evaluation or if an employee voluntarily submits to a medical evaluation, a medical review team comprised of (a) a physician specializing in the contagious disease in question, (b) a physician from the appropriate public health district, and (c) the physician designated by the Superintendent as the Employer's physician shall be convened by the Superintendent to conduct a medical evaluation of the employee's condition. The medical review team shall provide for the examination of the employee and shall obtain, upon written, voluntary authorization of the employee, all relevant and pertinent medical information from the employee's personal physician.
2. The report rendered by the medical review team shall be restricted to an evaluation of the employee's medical condition and shall clearly provide:
 - a. Whether or not the employee has been infected with a chronic communicable disease as alleged in the report to the Superintendent. If so, then the medical review team shall determine:
 - (1) Whether or not the employee's current medical condition imposes a substantial health risk to others in the school environment and the rationale for the finding. In making that determination, the medical review team shall consider:
 - (a) The nature of the risk of the employee's medical condition (how the disease is transmitted);

- (b) The duration of the medical condition (how long is the carrier infectious);
 - (c) The severity of the risk of the medical condition (what is the potential harm to third parties); and
 - (d) The probability the disease will be transmitted and will cause varying degrees of harm.
- (2) Whether or not the employee is otherwise qualified to remain in his/her current job. "Otherwise qualified" means that the employee is able to meet all of the job requirements in spite of the employee's medical condition.
3. The medical review team shall continue to monitor an employee's medical condition in the event that the medical review team determines that such a follow-up review is necessary. Such monitoring is intended to permit the medical review team to determine whether or not an employee is qualified in his/her job as is set forth in 4 b. (1) (b).
4. All costs of the medical evaluation not covered by employee's insurance carrier shall be borne by the Employer.

E. Reasonable Accommodation

- 1. Within ten (10) business days of receipt of a medical evaluation report indicating that an employee's current medical condition imposes a substantial health risk to others in the school environment or prevents the employee from performing all of the employee's job requirements, the Superintendent shall provide written notification to the employee specifying what action the Employer shall take to reasonably accommodate the employee's disabling condition.
- 2. Any attempt to reasonably accommodate the employee's disabling condition shall not violate the existing Contract. If the proposed accommodation would violate the Contract, the Employer shall meet with appropriate representatives of the Union to negotiate a reasonable accommodation.

F. Elimination of Health Risk

- 1. Whenever an employee's health is at risk due to possible exposure to a communicable disease, the employer shall take the measures necessary to eliminate the health risk. The Employer's actions shall be in compliance with this article of the Contract.
- 2. If elimination of the health risk requires the implementation of a temporary or permanent removal of an employee with a chronic communicable disease, the Employer shall comply with the provisions of this Contract and O.R.C. 3319.13.
- 3. If elimination of the health risk requires an employee to be immunized, all costs of the immunization not covered by the employee's insurance carrier shall be borne by the Employer. The employer shall not be required to pay in excess of \$1,000.00 per employee per year.

G. Disability Retirement

Subsequent to the determination that temporary or permanent removal of a disabled employee is justified, the Employer shall support the employee's application for disability retirement, if the employee elects to make such application.

H. Confidentiality

1. All reports of suspected carriers, all aspects of the due process hearing to determine probable cause for medical evaluation, and all aspects of the medical evaluation shall be treated as "highly confidential." Any report received or rendered during these procedures shall be released only to the Superintendent and the employee.

Any discussion of a report by the Employer shall be conducted in Executive Session.

2. The Board and all employees of the Board involved in any way in the implementation/administration of this procedure shall at all times maintain fully the confidentiality of any information received pursuant to this procedure except to the extent otherwise reasonably required to accomplish such implementation/administration.

I. Education

1. The Employer shall implement education programs for all school employees and students regarding chronic communicable diseases and their transmission.
2. New employees shall receive orientation upon hire as to the procedures outlined herein.
3. All employees shall have access to necessary materials and supplies and shall be informed as to their proper use.

J. Mutual Agreement

The Board of Education and respective Association hereby acknowledge that the subject policy has been negotiated for the mutual benefit of both parties.

6.19 Recruitment

The Administration and the Association agree that the recruitment process is critical to the well being of the school, community and staff. Collaborative efforts will be on-going with the understanding that good faith efforts to secure student enrollment are essential. All certificated staff shall participate in recruitment activities as assigned during normal working hours.

6.191 Secondary

- A. Prior to the last day of the contract, instructor representatives and an ACJVSEAL representative shall meet with an administrator to provide input into the guidelines which shall be used to implement the Student Orientation/Visitation/Recruitment

efforts for the following school year. Student Orientation/Visitation/Recruitment shall begin no later than the conclusion of the first semester.

The Administration will attempt not to schedule eighth grade visits during the last week of a grading period.

- B. By May 1, an association representative and an administrator will develop a mutually agreed upon list of programs to be involved in an intervention plan for the following school year.

Prior to the last day of the contract an intervention team will hold an initial meeting to determine what future recruitment activities may be needed to assist the program. Prior to September 15, a draft plan to assist those programs with individual program orientation, visitation, recruitment and marketing activities will be in place, if so determined by the team. The purpose of the plan will be to increase program enrollment by identifying activities for each participant designed to meet the purpose of the plan.

The identified instructors will be a part of the team, which will consist of the instructor(s) of the affected program(s), an Administrator, an Association officer or designated representative and other appropriate certified staff as determined by administration. All team members will carry out their respective sections of the plan.

This section is not to be construed as connected to Section XI (Reduction in Force). The intervention team will have no responsibility for the evaluation of the instructor(s) involved.

6.192 Adult Education Recruitment

Three months prior to the beginning of the start of full time Adult Education classes, instructor representatives shall meet with the Administration to provide input into the guidelines which shall be used to implement the recruitment efforts.

6.20 Non-Discrimination

There shall be no discrimination for the exercise of employment rights or in the application of this Agreement because of the race, color, creed, national origin, age, sex, religion, ancestry, marital status, handicap, or personal life of a teacher.

6.21 Drug-Free Policy

The following policy is established by the Ashtabula County Technical & Career Center Board of Education in accordance with the Drug-Free Work Place Act of 1988 (PL 100-590, 102 Stat. 4181, Section 5151-5160). This policy is intended to establish a drug-free work place (and will be considered as a condition of employment).

- A. The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance by any employee which takes place in whole or in part in the employers' work place is strictly prohibited.

- B. Any employee convicted of any Federal or State criminal drug statute within the work place, must notify the employer in writing of that fact within five (5) business days of the conviction.
- C. Any employer receiving Federal funds, who is notified by an employee of a work place-related drug conviction, must report it to the Contracting Agency within ten (10) business days of learning of such conviction. Any conviction not reported may result in loss of Federal funds.
- D. A convicted employee:
 - 1. Will be handled pursuant to ORC Section 3319.31, and
 - 2. Shall be referred to a Substance Abuse Rehabilitation and Intervention Program.
- E. Any employee who has been convicted and fails to report his/her work place-related drug conviction:
 - 1. May be held civilly liable for any loss of Federal funds resulting from the failure to report the conviction.
- F. Whoever violates this Drug-Free Work Place Policy in a manner that doesn't result in a conviction pursuant to 3319.31(B) shall be referred to, and participate in, a drug and/or alcohol rehabilitation program, and will present evidence that the program has been completed.

6.22 Teacher Safety

- A. Every reasonable effort will be made to provide an adequate, wholesome and safe environment which is conducive to the education process.
- B. A student who intimidates, threatens or physically assaults anyone shall be immediately removed from that teacher's classroom in accordance with applicable Federal and State laws and district discipline policy.

6.23 Video Cameras

- A. Any placement of video surveillance equipment in instructional lab areas will include input from the program area teacher prior to installation.
- B. Monitors and recording equipment will be placed in the teacher's office or other secure area accessible by the program teacher.
- C. All recorded videos are the property of the district and, as such, the copying, backing up, erasing, and/or distribution of such videos will be at the sole discretion of the Superintendent or his designee.

- D. Viewing of recorded images shall be limited to the program area instructor, Dean of Students, and administration. Under no circumstances, except those determined by the Superintendent or his designee, should students or other individuals view recorded images.
- E. The Administration will make every reasonable effort to notify a teacher, prior to viewing, when there is a need to view recorded images. The teacher in question will be notified of the intended viewing time and place, and will be permitted to be present at this viewing.
- F. Any use of recorded images that involves evaluations will be in compliance with Section 12.2-I.

VII. CONTRACTS

7.1 One-Year Contracts

- A. A new teacher in the district shall receive a one-year limited contract.
- B. At the expiration of the one (1) year limited contract, a teacher may receive another one (1) year limited contract following a fair and just supervisory and/or administrative evaluation that gives evidence of teaching competencies. Career-technical teachers would be eligible for a second one (1) year contract if they have maintained a “C” or better grade and are in good standing with the Ohio Required CT Teacher Educator Program.

7.2 Two-Year Contracts

At the expiration of the second one-year limited contract, a teacher may be granted a two-year contract, following a fair and just supervisory and/or administrative evaluation that gives evidence of teaching competencies. In addition, career-technical teachers must maintain a “C” or better grade and be in good standing with the Ohio Required CT Teacher Educator Program. Failure to maintain a “C” or better grade and/or not in good standing with the Teacher Education Route B Program will result in not issuing a contract and non-contractual status with the District. Should deficiencies in performance be identified pursuant to Article XII, Section 12.4 of this Agreement, the Board may grant a one-year limited contract which shall include a written plan for the correction of the deficiencies, along with ways in which the supervisor will assist the teacher to correct the deficiencies. At the end of the one-year limited contract with demonstration of correction of deficiencies, the teacher shall be eligible for a two-year contract. Failure to correct deficiencies may lead to non-renewal.

7.3 Three-Year Contracts

At the expiration of a two-year contract, a rehired teacher shall be granted a three-year limited contract, following a fair and just supervisory and/or administrative evaluation that gives evidence of teaching competencies. However, should deficiencies in performance be identified pursuant to Article XII, Section 12.4 of this Agreement, the Board may grant a one-year limited contract which shall include a written plan for the correction of the deficiencies, along with ways in which the supervisor will assist the teacher to correct the deficiencies. At the end of the one-year limited contract with demonstration of correction of deficiencies, the teacher shall be eligible for a three-year contract. Failure to correct deficiencies may lead to non-renewal.

7.4 Continuing Contract

The Board shall act on a continuing contract when an employee becomes qualified by experience and certification/licensure. If an employee is in the middle of a multi-year contract when he/she becomes eligible, the Board shall grant a continuing contract at the time of eligibility upon the Superintendent's recommendation without waiting until the end of the multi-year contract. However, should deficiencies in performance be identified pursuant to Article XII, Section , C., of the Agreement, the Board may grant a limited contract for the remainder of the contract year during which a request for a continuing contract is made. This limited contract for the remainder of the contract year shall include a written plan for the correction of the deficiencies, along with ways in which the supervisor will assist the teacher to correct the deficiencies. At the end of this limited contract for the remainder of the contract year, and upon evidence that deficiencies have been corrected, the teacher shall be granted a continuing contract. If, however, at the end of this limited contract for the remainder of the contract year, deficiencies in performance remain and are identified pursuant to Article XII, Section C., the Board shall grant a one-year limited contract which shall include a written plan for the correction of the deficiencies, along with ways in which the supervisor will assist the teacher to correct the deficiencies. At the end of the one-year limited contract and upon evidence that deficiencies have been corrected, the teacher shall be granted a continuing contract.

VIII. LEAVES OF ABSENCE

8.1 Personal Leave

- A. Each member of the bargaining unit shall be allowed three (3) business days of personal leave each year without loss of salary. Unused personal leave at the end of each contract year shall be converted to sick leave.
- B. Notification for non-emergency personal leave shall be submitted at least twenty-four (24) hours in advance. In emergency situations, which shall be defined as an

unpredictable event, requests for personal leave may be submitted with less than twenty-four hours notice.

- C. Personal leave can be taken the day before or after a holiday or vacation but shall be limited to eight percent (8%) of the bargaining unit, except in emergency situations as defined in B above. For other than emergency situations, the notification for such leave must be submitted ten (10) business days prior to the day requested.
- D. Teachers who elect to take a personal leave day on a teacher workday shall not be required to return to work after the workday to complete Board requirements.
- E. Personal days shall not be taken during scheduled Parent/Teacher Conferences.
- F. Personal Leave may be taken as one-half or full-day increments.

8.2 Sick Leave

- A. Teachers shall accumulate sick leave at the rate of one and one-quarter (1¼) days per month to a maximum of fifteen (15) days in any school year. An employee may use sick leave for absence due to the following reasons:
 - 1. Personal illness or injury.
 - 2. Exposure to contagious disease which could be communicated.
 - 3. Pregnancy.
 - 4. Illness, injury or death in the immediate family.
- B. Immediate family is defined as father, mother, brother, sister, husband, wife, child, or any other member who has stood in the same family relationship with the employee as any of these or any other person who is a permanent member of the employee household.
- C. Grandparents, grandparents-in-law, grandchildren, aunt, uncle, children in law, sister-in-law, brother-in-law, parent-in-law or any other person for whom the teacher has a legal responsibility are defined as immediate family under A 4 above, not to exceed five (5) sick days per event, unless approved by the Superintendent.
- D. A total of five (5) days of sick leave will be advanced, in increments as needed, during any fiscal year to the newly hired certificated/licensed employee or any employee who has exhausted all earned sick leave.
- E. The employee will be required to complete and submit the appropriate form stating his/her reasons for requiring sick leave within forty eight (48) hours upon return to work. Sick leave will be deducted in the pay period in which it was used.
- F. Unused sick leave can be accumulated to three hundred thirty-six (336) days.

- G. Certified/licensed employees entering the employ of the Ashtabula County Technical & Career Center from any other Ohio public school system should see that a statement of their accumulative sick leave is forwarded from their former system to the treasurer of this district.
- H. All certified/licensed personnel who expect to use sick leave shall notify the designated person between 6:00 a.m. and 6:30 a.m. on the day of absence or the day before if known, except for Adult Education teachers who shall notify the designated person two (2) hours prior to the beginning of the instructor's work day or the day before if known.
- I. Sick Leave may be taken as one class period per day. Sick Leave may also be taken as one-half or one full day. Shortened periods are considered to be one class period.
- J. For a personal illness that exceeds five (5) consecutive days a doctor's excuse must be presented. If a doctor's excuse is not presented, deduction in pay will occur.

8.3 Professional Leave

Professional leave may be granted to teachers for the following reasons: (1) Professional Development (which shall include but is not limited to attendance at educational conferences, workshops and seminars) that correlates with the teacher's primary teaching responsibility. (2) Student related activities (which shall include but are not limited to attendance to school business, visits to other schools, field trips). All requests for professional leave must be submitted on the professional leave form two (2) weeks prior to the activity or event. Supporting documentation, if applicable, must be submitted with professional leave form. This approved absence shall be without loss of pay and shall not be deducted from sick leave time. Salaries of substitutes shall be paid by the Board of Education. Requests for such leave must be submitted for approval prior to attendance on the appropriate district forms. Actual expenses shall be reimbursed not to exceed these maximums: Lodging \$110.00 per day; Breakfast, \$7.75; Lunch, \$9.50; Dinner, \$16.75. Itemized receipts for the above must be submitted for reimbursement. The disposition of professional leave requests made within the timelines contained within this article will be returned to the teacher no later than eight (8) school days after submission.

8.31 Youth Club

Youth Club Advisors attending approved overnight functions will be reimbursed for actual itemized expenses above the normal reimbursement rate for lodging when staying at a hotel where the activity occurs or at a hotel designated by the sponsoring body. Advisors must share rooms whenever possible. Any advisor sharing a room with a guest will be reimbursed only at the regular Board rate. Meal expenses above the normal reimbursement rates will be granted for actual expenses not to exceed an additional Twelve dollars (\$12.00) per day according to the following: \$2.00 for breakfast, \$4.00 for lunch and \$6.00 for dinner. All such meals must be purchased at the hotel where the group is staying or at the site of the activity.

8.4 Pregnancy Leave

The Ashtabula County Technical & Career Center Board of Education has provided that maternity leave without pay may be granted to any pregnant employee who is employed by the Ashtabula County Technical & Career Center.

An employee who becomes pregnant shall have the right to an unpaid leave of absence at any point during the pregnancy in the absence of sufficient sick leave to cover the period of disability connected with pregnancy.

Application for pregnancy leave should, when possible, be made to the Superintendent by the third trimester.

Pregnancy leave may begin at any point of the pregnancy and shall continue until the employee's physician certifies that she is able to resume her normal duties.

An employee shall return to work immediately following the expiration of the leave unless another leave is taken pursuant to the provisions of this contract.

Assignment of personnel returning from maternity leave shall be made before the beginning of the school year or at such time thereafter as vacancies permit such assignment.

A teacher returning from an approved maternity leave shall have the right to be assigned to the same position held prior to leave, if position still exists, or to be assigned to a position of like nature. A conference will be held with the Superintendent concerning re-assignment and current vacancies.

8.5 Parental Leave

- A. An employee who becomes the parent of a newborn or adopted child shall have the right to an unpaid leave of absence for a period not to exceed one (1) year from date of birth or the date of adoption. Upon request of the employee, the Superintendent shall grant an unpaid leave of absence not to exceed one (1) year for the purpose of child rearing.
- B. Application for parental leave should be filed at least thirty (30) days prior to the anticipated beginning date of the leave. In the case of early delivery or adoption, the thirty (30) day rule shall be waived; however, the employee must notify the Superintendent at the earliest opportunity of the intent to take parental leave.
- B. Seniority accrued prior to leave shall remain on record. Seniority shall not accrue while on leave.

8.6 Jury Duty/Subpoenaed Witness

Teachers will be granted leave without loss of pay for jury duty or as a result of a subpoena. Teachers are required to notify the supervising Administrator upon receipt of a notice of being selected for jury duty or being subpoenaed. Immediately upon such notification, a copy of the notice or other proof shall be given to the supervising Administrator.

8.7 Assault Leave

- A. Assault leave will be granted to any teacher who is absent due to a disability resulting from physical assault which occurs while the teacher is fulfilling the duties required of his/her contract including Board approved activities occurring before, during, or after school. The teacher will be maintained on full school pay status during the period of such disability, or until the earliest time that the employee would be eligible for Disability Leave through the State Teachers Retirement System.

Full payroll status shall mean full Board payment of contractual monetary compensation, retirement benefits, and all fringe benefits (i.e., hospital/surgical/major medical, life, and dental insurances).

- B. Assault leave will not be charged against sick leave earned or earnable or other such leave.
- C. The Board will require a teacher requesting assault leave to return to the Superintendent a signed statement justifying the use of assault leave. The form for this statement will be made available from the office of the Treasurer of the Board of Education. 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.

8.8 Sabbatical Leave

- A. A teacher who has at least five (5) years of service in the District and holds a certificate/license may, with the permission of the Board and the Superintendent, take a leave of absence for one school year/program subject to the following restrictions:
 - 1. The teacher shall present for approval by the Superintendent, a plan for professional growth which shall contain the name of the college or university involved with the type of academic effort intended and the time schedule to be observed.

2. Career-Tech teachers shall present a plan for professional growth which may include taking a full-time position in the trade taught with the name of the business and the position to be worked.
 3. At the conclusion of the leave, the teacher shall provide evidence that the plan was followed.
- B. A teacher must make application for extended leave prior to April 1 for the subsequent school year. The Superintendent will consider these requests in time and order in which they are received between January 1 and April 1.
 - C. An applicant shall be notified of decision prior to the end of the current school year. (The time limitations set forth in paragraph B herein may be waived by the Board.)
 - D. An applicant granted leave shall be paid at the rate of the difference between the substitute's pay and the teacher's expected salary. Unless the applicant takes a position in a trade whose salary meets or exceeds the teacher's expected salary.
 - E. An applicant granted leave shall be relieved of all responsibilities during the term of the leave.
 - F. An applicant granted leave is required to return to the district at the end of leave for a period of at least one year, unless the teacher has completed twenty-five (25) years of teaching in the State, or unless the Board has waived the requirements in writing.
 - G. A teacher on such leave shall have the option of purchasing from the Board all fringe benefits (i.e., hospitalization, surgical, major medical, vision, dental, and life insurance).
 - H. Not more than two and one-half percent (2.5%) or nearest full-time staff member of the certified staff shall be eligible for leave at the same time.
 - I. No teacher may receive leave more often than once for each five (5) years of service, nor be granted a leave a second time when other members of the staff have filed a request for such leave.
 - J. When a teacher returns from leave, he/she shall be placed on the salary schedule at the level he/she would have been on had he/she remained actively employed in the District. All benefits to which he/she was entitled at the commencement of the leave, including accumulated sick leave, shall be restored to him/her. He/she shall be assigned to the same position or a position comparable to that held at the time the leave commenced.
 - K. Seniority accrued prior to leave shall remain on record. Seniority shall not accrue while on leave.

8.9 Release time without pay may be granted for the purpose of upgrading or renewing a certificate(s)/license(s) or obtaining graduate hours during the summer hours if other arrangements cannot be made due to the schedule of working hours.

8.10 Obligation Days

There shall be a maximum of two (2) restricted obligation days per year for each certificated/licensed employee for the observance of a religious holiday requiring total abstinence from work. Application for such days must be made to the Superintendent at least four (4) days in advance. The Superintendent shall respond within three (3) days leaving time for the staff member to make other arrangements.

8.11 Federal Family and Medical Leave Act

The Association and the Board agree to abide by the provisions of the FMLA.

IX. FRINGE BENEFITS

9.1 Hospitalization, Dental, Vision Plans, and Prescription Drug Plans

All certificated/licensed personnel and family are eligible to be covered by the school district's health care insurance plan outlined in the schedule of benefits contained in this agreement and Summary Plan Document in effect November 1, 2005. A customary dental plan will be provided. A vision care plan with the following specifications shall be provided.

Effective July 1, 2020 each bargaining unit member shall pay a premium of \$106 single/\$206 family per month.

The identical level of insurance benefits, coverages, and service outlined in the schedule of benefits contained in this agreement and Summary Plan Document in effect on November 1, 2005 will be maintained in the event of change of carrier. There shall be no overlapping coverages (e.g. two family plans under the same employer).

Vision Care Plan - Exam, lenses, and frames once every twelve (12) months

Deductibles - Exam - None; Materials - None

Non-Panel Schedule

If a covered person does not wish to secure services as described in the brochure from a panel doctor, he/she may secure services from any optometrist, ophthalmologist, and/or dispensing optician, and submit the bill to the Vision Care Plan for reimbursement in accordance with the following schedule:

Professional Fees

Vision Examination \$45

Materials

Lenses:	<u>Pair</u>
Single Vision	\$35
Bifocals	\$50
Trifocals	\$65
Lenticular	\$85
Frames:	\$50
Contact Lenses:	(In lieu of all other plan benefits for that frequency period)
Necessary	\$185
Cosmetic	\$105
Tint Coverage	Included

9.1.1 Prescription drugs shall be covered at network pharmacies and shall be provided as follows:

Retail

\$10.00 Tier 1

\$20.00 Tier 2

\$40.00 Tier 3

Limited to a thirty (30) day supply

Mail Order

\$15.00 Tier 1

\$20.00 Tier 2

\$45.00 Tier 3

Limited to a ninety (90) day supply

A maintenance drug, at a specific dosage rate, may be filled three (3) times per calendar year at a network pharmacy at the rate noted above. When a maintenance drug is filled at a network pharmacy four (4) or more times during the calendar year, the patient will be charged \$15 for generic and \$30 for legend drugs with a thirty (30) day supply. This provision shall not apply to drugs unavailable by mail order, diabetic insulin and other drugs which may arrive via mail in an unusable condition due to temperature restrictions or special handling requirements.

9.1.2 Dental Coverage

Dental Coverage shall be provided pursuant to the schedule below:

Deductible

Per Person	\$25
Per Family	\$75

Dependent Child Age Limit

To the date on which the child attains age 26.

Note: Any amounts applied to the Deductible for expenses incurred during the last three (3) months of the benefit period will be applied to the next Benefit Period's deductible.

Annual Maximum	\$2500
Orthodontia Maximum	\$850

Covered Services

Co-payments

Class I Diagnostic and Preventative Services

Covered in full up to the Maximum Allowable Amount

Class II Basic Services
(Restorative, Endodontic, Oral Surgery
and Periodontal Services)

20% Co-payment

Class III Major Restorative
(Prosthodontic Services)

40%

Class IV Orthodontics

40% Co-payment not subject
to the Deductible

9.2 Life Insurance

All certified/licensed personnel are eligible to participate in a \$35,000 term life insurance plan, fully paid by the Board. Employees are also eligible to participate in a payroll deduction optional group life insurance plan if fifty percent (50%) of all employees enroll in either an additional \$20,000 or \$30,000 term life insurance amount. Family coverage shall be provided at the employee's expense.

9.3 Enrollment

Employees must enroll in the plan in order to receive benefits. Upon employment, the employee shall receive an enrollment form from the Employer. Enrollment into the plan and coverage status will be determined by the insurance carriers.

9.4 Severance Pay

During the term of this contract all school employees of the school district, after ten (10) years employment in any public political subdivision, five (5) of which must be served at the A-Tech, are eligible for severance pay.

- A. Employees actually making application and accepting retirement from STRS/PERS/SERS shall receive pay for twenty-five percent (25%) of unused sick leave up to a maximum of eighty-four (84) days.
- B. In the event that a teacher, after ten (10) years of employment in any public political subdivision, five (5) of which must be served at the A-Tech, dies before being eligible for retirement, that portion of retirement pay (25% of unused sick leave up to a maximum of 84 days) for which that teacher is eligible will be paid to the estate of that teacher.
- C. All other employees who leave the district at age 52+ after ten (10) years of employment in the district shall receive a severance payment upon completing and signing a waiver accepting this payment in lieu of all accumulated sick leave benefits of record according to the following schedule up to a maximum of thirty-five (35) days:

<u>Service Years</u>	<u>Percent of Unused Sick Leave</u>
10 years +	8.0%
12 years +	9.0%
14 years +	10.0%
16 years +	10.5%
18 years +	11.5%
20 years +	12.0%

Reasons for receiving this severance payment shall be limited to, loss of recall rights under RIF, and retirement.

- D. Payment will be made within sixty (60) calendar days of meeting the requirements in A, B and/or C above.

9.5 Health Insurance Committee

Effective October 1 of each year, there shall be formed a joint labor management committee on insurance. The committee shall be comprised of not more than four (4) members designated by the Association and four (4) members designated by the Board of Education. This committee shall have the authority to evaluate insurance plans,

collect data, provide insurance education to members, explore insurance options and make recommendations to the parties they represent on changes to the insurance programs offered to employees. The Board of Education or its designee shall ensure all data requested by this committee is provided in a timely and efficient manner. Continuation of the health insurance committee will be contingent upon a majority vote of members present at a meeting during the first two (2) weeks in June.

X. SALARY SCHEDULE

10.1 Placement on Salary Schedule

All bargaining unit members will be placed into one of four (4) salary categories:

1. Degreed in the licensed area with a professional license.
2. Degreed in the licensed area with a beginning teaching license.
3. Non degreed career technical instructor.
4. Career technical instructor not degreed in the licensed teaching area.

All newly hired instructors will be placed in the salary category and classification commensurate with their current teaching license and level of education.

Once placed in a salary category, a bargaining unit member will remain in that category for the duration of his/her membership in the bargaining unit.

Career-technical instructors having teaching licenses who are degreed in their licensed areas will be placed in accordance with the number of years taught up to a maximum credits not to exceed ten (10) years.

All non-degreed career-technical instructors or instructors not degreed in certificated/licensed area new to the district as of January 1, 1978, will be placed on the salary schedule as follows:

- A. The non-degreed career-technical instructor or instructor not degreed in certificated/licensed area must meet the minimum requirements for a valid Career-Technical teaching license in the state of Ohio.
- B. The maximum work experience credit beyond those years required to obtain a teaching license, effective for those non-degreed career-technical instructors or instructors not degreed in certificated/licensed area employed as of September 1990, for industry experience and military service combined shall not exceed ten (10) years. In crediting experience for industry and military service combined, the military service shall be considered as having been credited first.
- C. Career-technical instructors already degreed in education and those not required to attend the initial career-technical four week workshop, will be placed at Class II and be given one year for each year of experience in the career-technical area above the minimum five (5) years. The maximum credit for industry experience

and military service combined shall not exceed ten (10) years. In crediting experience for industry and military service combined, the military service shall be considered as having been credited first.

10.2 Salary Classification

- Class I - Degreed in area: Bachelor's Degree and a professional license or a beginning Ohio teaching license.
- Non-degreed career-technical instructors or instructors not degreed in certificated/licensed area: A beginning Ohio career-technical teaching license.
- Class II - Degreed in area with a professional license: Bachelor's Degree including 150 semester hours of graduate and/or undergraduate credit.
- Degreed in area with beginning license: Bachelor's Degree including 150 semester hours of graduate and/or undergraduate credit, two (2) years successful employment, and successful completion of one half (1/2) of Ohio's required beginning teacher program.
- Non-degreed career-technical instructors or instructors not degreed in certificated/licensed area: A beginning Ohio career-technical teaching license, two (2) years successful employment, and successful completion of one half (1/2) of Ohio's required CT teacher educator program with a "C" or better grade.
- Class III - Degreed in area: Professional teaching license, Bachelor's Degree, plus 15 semester hours of graduate credit.
- Non-degreed career-technical instructors or instructors not degreed in certificated/licensed area: Professional teaching license.
- Class IV - Degreed in area: Professional teaching license, Bachelor's Degree, plus 30 semester hours of graduate credit.
- Non-degreed career-technical instructors: Professional license and a Bachelor's Degree in the licensed area or fifteen (15) semester hours earned since the issuance of the first professional license.
- Instructors not degreed in certificated/licensed area: Professional license and a Master's Degree in the licensed area or fifteen (15) semester hours earned since the issuance of the first professional license.
- Class V - Degreed in area: Professional teaching license, Master's Degree or Bachelor's Degree plus 45 semester hours of graduate credit.
- Non-degreed career-technical instructors: Professional license and a Bachelor's Degree in the licensed area plus fifteen (15) graduate

semester hours or thirty (30) semester hours earned since the issuance of the first professional license.

Instructors not degreed in certificated/licensed area: Professional license and a Master's Degree in the licensed area plus fifteen (15) graduate semester hours, or thirty (30) semester hours earned since the issuance of the first professional license. Instructors hired as non-degreed who are in Class IV on July 1, 2014 may move to Class V with a Bachelor's Degree in education, and may move to Class VI with a Bachelor's Degree plus 15 semester hours of graduate credit.

Class VI - Degreed in area: Professional teaching license, Master's Degree plus 15 additional semester hours of approved graduate credit or Bachelor Degree, plus 60 semester hours of graduate credit.

Non-degreed career-technical instructors: Professional license and a Bachelor's Degree in the licensed area plus thirty (30) graduate semester hours or forty five (45) semester hours earned since the issuance of the first professional license.

Instructors not degreed in certificated/licensed area: Professional license and a Master's Degree in the licensed area plus thirty (30) graduate semester hours, or forty five (45) semester hours earned since the issuance of the first professional license. Instructor's hired as non-degreed who are in Class V on July 1, 2014 may move to Class VI with a Bachelor's Degree plus 15 semester hours of graduate credit.

Class VII - Degreed in area: Professional teaching license, Master's Degree plus 30 additional semester hours of graduate credit, or Bachelor's Degree plus 75 semester hours of graduate credit.

Non-degreed career-technical instructors: Professional license and a Bachelor's Degree in the licensed area plus forty five (45) graduate semester hours or a Master's Degree in the licensed area or sixty (60) semester hours earned since the issuance of the first professional license.

Instructors not degreed in certificated/licensed area: Professional license and a Master's Degree in the licensed area plus forty five (45) graduate semester hours, or sixty (60) semester hours earned since the issuance of the first professional license.

- Refer to (FORM-6)

An instructor who is hired and begins work prior to or at the beginning of, or during, the second semester of the *school year will receive salary adjustments (advances in classifications and teaching experience) at the end of the first semester (mid-year), provided the instructor worked a minimum of one hundred twenty (120) teaching days during the first two semesters worked.

The application of the above mid-year salary adjustment shall apply to certified/licensed personnel new to the district as of January 1993 and for the remainder of their employment in the district, their salary will be adjusted at the semester, in mid-January.

*School year in this section shall be defined as the Board approved school calendar that is during the fiscal year, July 1 to June 30, of each year.

10.3 Base Salary

Effective July 1, 2020 the base salary shall be \$37,315 (0% increase)

There will be a 0% increase on the salary schedule.

Eligible Bargaining unit members will advance an experience step on the salary schedule.

Members who do not receive a salary increase will receive a one-time stipend of \$800.00 to be paid over the course of the contract year.

10.4 Credit for Course Work

Salary adjustments based upon completion of appropriate course work will be made according to the following schedule:

Transcripts turned in by August 1	Change reflected in pay period of the next contract year (usually September)
Transcripts or evidence of completion turned in by September 30 (with transcripts received by October 15)	Change reflected in the pay period following the October Board meeting.
Transcripts or evidence of completion received by January 1 (with transcripts received by the end of the first semester)	Change reflected in the pay period following the end of the first semester for the number of days in the second semester.

10.5 Salary Schedule

Any credit toward a Bachelor's Degree is defined as credit earned in an approved teacher training institution or its equivalent.

Any credit beyond the Bachelor's Degree or Master's Degree is defined as credit earned in an approved teaching training institution or its equivalent towards an advanced degree. Otherwise, the teacher must secure written advance approval.

10.6 Movement on Salary Schedule

Upon completion of coursework in accordance with Section 10.5, salary adjustments from Class I or Class II to any subsequent class will be made in one of the following ways:

- A. Remain at current step and move across to appropriate class if the coursework is completed midway through the teacher's contract year with the next year the employee being placed on his/her correct longevity step.
- B. Move across to the appropriate class and down to the appropriate step if the coursework is completed at the start of the teacher's contract year.

With regard to advancement in salary classification, a teacher may advance only to the next highest salary classification. In addition, a teacher may advance no more than one salary classification in any contract year.

10.7 Daily Rate of Pay

The daily rate of pay for all members of the bargaining unit shall be computed as follows:

$$\frac{\text{Yearly Scheduled Salary}}{\text{Board Approved Days in the Calendar Year}} = \text{daily rate}$$

10.8 Supplemental Contracts

Members in the bargaining unit required to teach beyond the number of days in the Board approved calendar shall be offered a supplemental contract. The rate of pay for said contract shall be the teacher's daily rate of pay.

10.9 Extended Service/Separate Duties

Teachers who work extended service or perform separate duties identified in 6.15, and 6.151 shall be paid one of two ways in compliance with IRS regulations:

- (1) In equal installments throughout the year.
- (2) In two (2) installments included in the final check of each semester.

10.10 Reemployment of Retired Teachers

A teacher retired under STRS (“reemployed teacher”) may be reemployed under the following conditions which are understood exceed/supersede any/all provisions of ORC.

- A. The re-employed teacher will start with salary schedule placement experience of 5 years and education credit of up to a Master’s Degree. The reemployed teacher will be advanced one year on the salary schedule above step 5 for each year of reemployment service in the District.
- B. The reemployed teacher will be eligible for Board-paid health/medical insurance only until he/she is eligible for coverage through STRS. She/he will be eligible for life and other insurances offered by the Board which are either not available through STRS or are available only through payment by the reemployed teacher of the full cost of such insurance. Once she/he is eligible for STRS insurance said employee must take STRS coverage at employee cost.
- C. The contract of employment will be for one year and is automatically non-renewed at the conclusion of that year without the need for compliance with ORC Sections 339.11 and 3319.111. Reemployed teachers will be evaluated pursuant to Section 9.014(C).
- D. The reemployed teacher will not resume and is not eligible for continuing contract status during any period of reemployment with the District.
- E. The reemployed retired teacher will not accumulate seniority.
- F. Such reemployment will not jeopardize the continuation of existing academic programs nor result in the reduction-in-force of faculty employed at the commencement of each such reemployment contract.
- G. Subject to these provisions, reemployed teachers are part of the bargaining unit.
- H. Reemployed persons are eligible for sick leave accumulation commencing with the first year of such reemployment.
- I. A reemployed teacher shall commence their reemployment with zero days of accumulated sick leave and zero years of service credit for purposes of lay off.
- J. Reemployed teachers are not eligible to participate in any retirement incentive program nor are they eligible for severance pay.

10.11 Payment and Deferral of Severance Pay

- A. Notwithstanding anything in this Agreement or Board policy to the contrary, the Board shall adopt a single source “403(b) Annuity Plan for Government Employees, Special Pay Plan” Document with terms that comply with the requirements of this Article. The provisions of this agreement shall be subject to the provisions of a plan document adopted by the Board to comply with the requirements of Section 403(b) of the Internal Revenue Code (the IRC).
- B. The terms of the aforementioned 403(b) Plan shall include the following:
 - 1. Participation in the Plan shall be mandatory for any teacher actively employed on or after September 1, 2005, who would be entitled to severance pay under Article 9.4, who is or will be age 55 years or older in the calendar year in which the teacher retires, or, in the case of a retired/ rehired teacher, resigns.
 - 2. If a retiring teacher is a participant in the 403(b) Plan, an employer contribution shall be made on his/her behalf under the 403(b) Plan in an amount equal to the total amount of the Participant’s severance pay in accordance with Article 9.4 provided that such is payable no later than the last day of the fifth calendar year following the calendar year of the teacher’s termination of employment.
 - 3. The required contribution to the 403(b) Plan shall be made within the timeframe described in Article 9.4 regarding the payment of severance pay.
 - 4. To the extent that the contribution of severance pay under the 403(b) Plan in any calendar year exceeds the maximum amount that is permitted under the applicable federal income tax law for that year, the remaining amount shall be contributed to the 403(b) Plan in January in subsequent calendar years up to the maximum amount allowable under the federal income tax law for such years (e.g. under IRC Section 415(c)), for up to a maximum of five (5) calendar years after the calendar year of the teacher’s retirement; and if there is any remaining amount of severance pay, the excess amount shall be paid to the retired teacher in cash.
 - 5. A teacher who is a participant in the 403(b) Plan shall complete a 403(b) Plan sponsor enrollment package prior to retirement; and unless and until a teacher does so, no contribution of severance pay and/or retirement incentive pay shall be made to the 403(b) Plan on behalf of the teacher.
 - 6. If a teacher is entitled to have a contribution paid to the 403(b) Plan and dies prior to such contribution being paid to them, the contribution shall be paid to the estate of the teacher.
 - 7. The Plan year of the 403(b) Plan shall be the calendar year.

8. After adoption of the 403(b) Plan, any administrative fees shall be borne by the Board of Education.
- C. Any teacher who is entitled to severance pay and/or retirement incentive pay who is not an eligible participant in the 403(b) Plan will continue to be eligible for any and all severance payments and/or retirement incentive payments in accordance with Articles 9.4. The teacher may elect to defer such payments to a tax-sheltered annuity that is tax qualified under Internal Revenue Code Section 403(b) (a "TSA") as permitted by law and Board policy.
- D. All contributions to the 403(b) Plan, all deferrals to a TSA, and all check payments to teachers, shall be subject to reduction for any tax withholding or other withholding that the Treasurer, in his/her sole discretion, determines is required by law. Neither the Board nor the A-Tech guarantees any tax results associated with the 403(b) Plan, deferrals to a TSA or check payments made to a teacher.

10.12 Pay Periods

In the event that the calendar year, because of the way the calendar days fall, contains twenty-seven (27) pay days, the adjustment will be made in the second three-pay month of the year in the following way:

- A. The first pay day shall be met as scheduled.
- B. The second pay of the month shall be delayed two business days until Tuesday.
- C. The next pay shall be delayed three business days until Friday.
- D. Regular biweekly pays will resume thereafter.

10.13 Payroll Deductions

The Board shall provide for payroll deductions as required by law. In addition, deductions shall be made as authorized in writing by the teacher for the following items:

- A. Credit Union up to a maximum of 24 pay periods with maximum of six changes per year.
- B. Professional Dues.
- C. Board Approved Annuities Effective July 1, 1999, any additional annuity companies added must have a minimum of two (2) participants.
- D. United Way.
- E. FCPE Contributions (as permitted by law).
- F. CDC.

- G. Local Income Tax within the county.
- H. Local Income Tax outside the county through CCA-Division of Taxation only.
- I. OACTE/ACTE.
- J. A-Tech Scholarship Funds.
- K. Insurance Premium Contributions.

10.14 Background Check Reimbursement

The Board of Education shall pay for any Board requested or legally required fingerprint and background check costs.

10.16 Section 125 Plan ("Cafeteria Plan")

1. The Board shall establish, a "Cafeteria Plan" that is designed to (a) allow teachers who must make employee contributions for health care coverage to elect to do so on a pre-tax basis, and (b) allow teachers to elect to receive additional cash in lieu of Board paid health coverage (as agreed to by the Board and the Association).
2. The Cafeteria Plan will be designed to meet the requirements of Internal Revenue Code ("IRC") Section 125 and applicable regulations. Accordingly, each teacher will have an opportunity on an annual basis to enroll in the Cafeteria Plan. The election to participate must be submitted at least ten (10) business days before the beginning of the plan year (July 1st through June 30th). Each teacher hired after July 1st may enroll in the Section 125 Plan within his/her first sixty (60) days of employment and during his/her first year of employment only. The Section 125 Plan year will begin the first month following the teacher's first sixty (60) days of employment and will end on the following June 30th. The Section 125 Plan may not be revoked during the current plan year unless there is a change in the teacher's circumstances that, in accordance with IRC Section 125, permits the teacher to change his/her election under the plan (e.g., divorce, death of a spouse, change in employment status including employment status affecting a spouse or dependent, birth or adoption of a child, a child losing eligibility for coverage, a court order requiring coverage, or other enrollment rights consistent with federal law). Details of the Cafeteria Plan will be provided on an annual basis at the time of enrollment and will also be available through the Board Treasurer's Office.
3. Plan Administrator

The Board shall be the administrator of the Cafeteria Plan, but may delegate administration to the Board Treasurer's Office and/or a third party administrator. Any administrative costs associated with the third party administrator will be borne by the Board of Education.

XI. REDUCTION IN FORCE

11.1 Definition of RIF

- A. A reduction in force (RIF) shall have occurred when the Board reduces, eliminates, or fails to fill a bargaining unit position.
- B. The ultimate purpose of a reduction in force shall be to provide for a fair, impartial, and orderly reduction in the number of positions in the Employee Unit; however, in making said reduction, the Board shall act to suspend contracts upon the recommendation of the Superintendent and in compliance with this Article.

11.2 Reason for RIF

A RIF may occur only for the following reasons:

- A. Decline in student enrollment.
- B. Return of an employee from a leave of absence.
- C. Suspension of schools or territorial changes affecting the district.
- D. Change in the type of career-technical programs offered.
- E. Failure to receive applied for funding for those personnel employed through a grant.
- F. Elimination of position(s) not covered under reasons § A-E above.
- G. Notice by school district housing a satellite vocational program that the district no longer wants the vocational satellite program (Effective only for employees hired after 7/1/99).

11.3 Decreases in Enrollment Defined

- A. The Board shall permit enrollment in a Career-Technical program to fall below the full enrollment figure for up to two (2) consecutive years prior to implementing a RIF at the end of the second year so long as neither year's enrollment falls below the minimum enrollment figure according to the chart below:

<u>Program Type</u>	<u>Full Enrollment #of full-time students</u>	<u>Minimum Enrollment #of full-time students</u>
Combined /Single Year Program	15	12

Level I (Junior level program)	17	14
Level II (Senior level program)		12 10

- B. The Board shall permit enrollment in an Adult Education program to fall to eight (8) students for a two-year period prior to implementing a RIF at the end of the second year. Additionally, any Adult Education program that falls below six (6) students during an ongoing program may be discontinued. If on the first day of a program's start less than ten (10) students are enrolled, the program may no longer operate without Board approval.
- C. Programs that fall below the minimum number of students and are in a RIF situation may only be continued at the discretion of the Board.
- D. A decrease in enrollment in an academic area shall exist when the on-campus student/teacher ratio falls below 1-110. A reduction in force may be implemented when the on-campus student/teacher ratio will not rise above 1-140 after reduction is made. Correlated academics are not included in this calculation.

11.4 Notification of Anticipated RIF

A. Secondary Programs

- 1. If the Superintendent determines a RIF may occur in the day school, the Superintendent shall notify the ACJVSEAL, the potentially affected employee, and the Board in writing by June 1, prior to the date the RIF is to be implemented. The notification shall include the reason(s) for the RIF; the position(s) to be reduced, eliminated, or not filled; the name(s) of the employees to be affected based on the seniority list currently in effect.
- 2. Within ten (10) business days of receipt of the notification, representatives of the Board and the ACJVSEAL shall meet to review the proposed RIF. The Board shall not act on any proposed staff reduction until after said meeting.

If the ACJVSEAL disagrees with the reason(s) for implementation of the proposed RIF, the ACJVSEAL may file a grievance at Step Four.
- 3. Board action to implement any reduction in force for the day school shall occur at the regular meeting of the Board in July.

B. Adult Education Programs

- 1. Four weeks prior to the start of a full-time Adult Education skill training program, the Administration, Teacher and an Association Officer or designee will meet with each teacher whose program does not have a minimum of

twelve (12) qualified students. The purpose of the meeting will be to discuss recruiting activities and to develop a written individual marketing and follow-up plan.

2. A list of potentially affected employees will be presented to the ACJVSEAL five (5) business days prior to the intended start date of the skilled Adult Education training program.
3. By certified mail, the affected bargaining unit member will receive a written notice within five (5) business days of the intended start date of the class stating the reason(s) for the RIF and the date of the proposed RIF.
4. Board action to implement any RIF for the Adult Education Skilled Training Program shall occur at the Board meeting subsequent to the program's start date, to be retroactive to the program's start date.
5. When a program is discontinued because of 11.3(B) the affected employee will receive a written notice twenty (20) business days prior to the implementation of the RIF date.
6. The employee affected due to a RIF in the Adult Education Training program shall be entitled to ten (10) days' pay at the effected employee(s) per diem, not subject to retirement contributions. The employee will receive this stipend within fifteen (15) business days of separation by a separate check.

C. Posting of Seniority List

1. The seniority list shall be posted annually by February 2 of each work year. The Superintendent shall prepare and post on the designated bulletin board in each building a seniority list. Said list shall be provided to the Union president on or before the date of posting.
2. All teachers will be placed on a seniority list for each teaching field for which they are properly certificated/licensed. Teachers serving under continuing contracts will be placed at the top of the list, in descending order of seniority. Teachers serving under limited contracts will be placed on the list below continuing contract teachers, also in descending order of seniority.
3. The names of members who are certified, licensed, or otherwise qualified in more than one (1) area shall be included on the listing for all areas of certification, license, or entry-level requirement. Seniority lists will be based upon the teaching certificates/licenses on file in the Office of the Superintendent as of January 31 in each calendar year in which a reduction in force is implemented.
4. The names of part-time members shall appear on the seniority list but shall be listed separately from the names of full-time members.

5. Each member shall have a period of fifteen (15) business days after posting of the seniority list in which to advise the Board or its agents in writing of any inaccuracies which affect his/her seniority. The Board or its agents shall investigate all reported inaccuracies and make such adjustments as may be in order and post the updated list immediately. (No protest shall be considered after fifteen (15) business days of the posting of the seniority list and the list shall be considered as final until the next posting.)

11.5 Seniority

- A. Seniority shall be determined by the length of continuous service with the District, commencing from the employee's first day worked. Seniority shall be determined by the length of continuous service in the district as a certificated/licensed employee under regular contract in this district.
 1. Board approved leaves of absences will not interrupt or affect seniority.
 2. If two or more teachers have the same length of continuous service, seniority will be determined by:
 - a. The date of the Board meeting at which the teacher was hired, and then by:
 - b. The date on which the teacher's signed contract was received in the Superintendent's office and then by:
 - c. The date on which employee submitted an application:
 - d. Total years of teaching experience:
 - e. Toss of coin by Superintendent in the presence of the teachers involved.
 3. Any employee's seniority shall be broken upon resignation or discharge or non-renewal.
- B. Exclusions
 1. Service rendered beyond the normal work year shall not be considered toward accumulated seniority.
 2. Years of service in supervisory or administrative positions shall not be considered toward accumulated seniority, provided, however, that if an employee is returned to the Employee Unit after administrative service for a period of not longer than one (1) school year, such year shall count toward the employee's accumulated seniority. If the employee returns to the Employee Unit after a period of more than one (1) school year, such period shall not count toward accumulated seniority which he/she had at the time he/she left the Employee Unit.
 3. Full-time bargaining unit members shall accrue one (1) year of seniority for each year worked (120 or more teaching days, 6 hours or more per day).

4. Part-time bargaining unit members shall accrue seniority prorated against the minimal full-time standard as defined above, effective with the 1989-90 school year
5. Employees hired after July 1, 2002 to teach in a satellite program do not have seniority rights regarding on-campus teaching positions with respect to this section unless initial employment was on-campus employment. A teacher hired to teach a satellite program will have seniority with regard to satellite positions existing within the participating district housing his/her particular satellite position.
6. Any on-campus instructor who takes a satellite position will retain and continue to earn all seniority rights with regard to Article XI of this agreement.

11.6 Implementation

- A. In determining the position(s) to be reduced, eliminated, or not filled, the following sequence shall be used:
 1. Position(s) vacated as a result of voluntary resignation, retirement, or death in areas subject to a RIF will not be filled.
 2. If reduction is necessary with the affected content area, reductions shall be made first of teacher(s) with limited contracts and then of teacher(s) with continuing contracts
 3. In determining the position(s) to be reduced, the Board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations. In determining "comparable evaluations" for the purposes of reduction in force, there shall be three (3) categories: (1) Ineffective; (2) Developing/Skilled; and (3) Accomplished.
 4. The evaluation ratings specified in this Article refer to the final summative ratings assigned to a teacher pursuant to the Ohio Teacher Evaluation System. In the determining the final summative ratings to be used in this article the higher of the two (2) most recent years are to be used. If the employee does not possess a final summative rating for the year in which the reduction in force occurs, the employee's last rating will be utilized for the purposes of considering whether employees are "comparable". In the event that a teacher new to the District does not have any prior rating, the teacher shall be assigned a rating based upon the most recent evidence available.
 5. If an additional reduction is necessary, involuntary transfers will first be effected so that the result is the least senior bargaining unit employee, who is included in this process, being laid off. Only those certificates/licenses on file as of January 31 of the current school year will be used in this process.

Mutually agreed upon non-teaching positions which do not require specific certificates/licenses created with specific qualifications are exempt from the process. Positions shall include but are not limited to Dean of Students, Plato Lab, Career Education, Career Pathways and Instructional Coordinator.

- B. Layoff shall occur by suspension of contract. The limited contract of an affected employee that expires prior to the effective date of the RIF shall be renewed and then suspended to implement the layoff.

11.7 Limitations

- A. No new hire shall be employed in a bargaining unit position until all eligible laid-off employees have been offered such position.
- B. No transfer, reassignment, or reclassification shall be made during a period of RIF that prevents the recall of an employee on layoff status.
- C. No current, non-bargaining unit employee shall be assigned to fill a bargaining unit position while an eligible employee remains on layoff status.
- D. Work previously performed by laid-off employees shall not be subcontracted.
- E. Qualifications for a bargaining unit position shall not be upgraded by the local Board to prevent the recall of a laid-off employee.

11.8 Layoff Rights

An employee on layoff status shall have the following rights:

- A. The right to accumulate seniority credit during the period of the layoff.
- B. Additional certification/licensure earned or reported while on layoff status shall be recognized for recall purposes, provided such information is filed with the Board prior to July 1 of each year. Employees enrolled in a college and anticipating receiving additional certification/licensure shall notify the Superintendent in writing prior to April 1st of each year.
- C. The right to be notified by mail of all postings for bargaining unit positions for which they are certified/licensed.
- D. Preferential consideration as substitute teachers.
- E. The unchallenged right to unemployment compensation benefits when that employee has not been offered an equivalent bargaining unit position during layoff. The Board shall retain the right to challenge unemployment compensation benefits if the employee accepts employment outside of education.

- F. Where the group insurance policies permit, a teacher on the recall list may continue to participate in those benefits which are provided to teachers in active employment provided the teacher pays the group rates for such benefits.

11.9 Recall Rights

- A. Laid-off employees shall be recalled in reverse order of their reduction in keeping with contract status, certification/licensure, of the bargaining unit position.
- B.
 - 1. When a vacancy or an opening resulting from a leave of absence which will last to the end of the school year occurs in the District, the Board shall notify all teachers certified/licensed for the position by certified mail to their last known address. It is the teacher's responsibility to keep the Board informed of his/her whereabouts. The teacher shall respond to the Board in writing within fifteen (15) business days from the date of delivery of the Board's letter. The Board shall reinstate that teacher indicating availability and desire for such position who has the greatest seniority.
 - 2. If the teachers fail to notify the Board within the specified period of time, or if the teacher rejects the offered position, the position will then be made available to the next eligible teacher on the reduction in force list.
 - 3. Upon recall, all rights related to contract status, salary and fringe benefits shall be fully restored; however, no credit on the salary index shall be given for time spent on suspended status for teaching experience.
- C. No teachers new to the District will be employed until all teachers on the RIF list eligible for any position by certification/licensure have been offered a contract for the position in accordance with the provisions of this policy.
- D. Teachers whose limited contracts are suspended in accordance with this Article shall remain on the RIF list for up to thirty-six (36) months, beginning from the effective date of the contract suspension, or until the teacher waives recall rights in writing, resigns, or accepts employment in another school district. Teachers whose continuing contracts are suspended in accordance with this Article shall be placed on the RIF list effective with the effective date of the contract suspension and shall remain on the RIF list until the teacher waives recall rights in writing, resigns, or retires.
- E. Upon recall, all rights related to salary, sick leave, fringe benefits, and seniority shall be fully restored.

11.10 Bumping Restriction

In order to bump into a position, a person must hold the industrial certification (if applicable) that supports the curriculum or course of study and must have at least a comparable evaluation to the person being bumped, if applicable. No later than October 1 of each year the Board will post which bargaining unit positions are subject to this

requirement and the necessary industrial certification for each position. This posting will remain valid for the remainder of the year.

XII. EVALUATION

12.1 The Evaluation Committee

This procedure shall be the official evaluation procedure and shall be reviewed annually by the Employee Performance Evaluation Committee (EPEC).

The Committee is comprised of bargaining unit members and administrators. The EPEC has the authority to meet annually prior to the opening day to review and make any changes to the District's Evaluation Procedures. The Administration will then annually provide to the staff a copy of the Evaluation Procedures which outlines procedures and timelines for evaluations.

XIII. CONFLICT WITH LAW

This Contract supersedes and prevails over all statutes of the State of Ohio (except as provided by law), 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 in effect.

The parties shall meet within thirty (30) calendar 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 statutory dispute settlement procedure shall be utilized to resolve the dispute.

XIV. CLOSING OF AGREEMENT

- 14.01 This Agreement shall become effective July 1, 2020, and shall continue in effect to and including June 30, 2021.
- 14.02 Copies of this Agreement will be printed by the Board within thirty (30) business days of adoption of the Agreement and a copy given to each teacher. The copy will be in an 8-1/2" x 11" booklet form. Ten (10) additional copies shall be given to the Association President. The Board shall provide a copy of this Agreement to each new employee upon hire.
- 14.03 The Association agrees that for the duration of this Agreement there shall be no strike or work stoppage except as provided in O.R.C. 4117.
- 14.04 In witness whereof, the parties hereto have caused this Agreement to be duly signed and executed as of the 4th day of May, 2020.



Organizational Chair, Ashtabula County
Joint Vocational School
Education Association



President, Ashtabula County
Technical & Career Center
Board of Education



OEA Labor Relations Consultant

(FORM-1)

ASHTABULA COUNTY TECHNICAL & CAREER CENTER

STEP I (FORM-1) - INFORMAL

Date of Step I Meeting _____

Aggrieved Person _____

Instructional Area _____

(FORM-2)

ASHTABULA COUNTY TECHNICAL & CAREER CENTER

STEP II (FORM-2)

COMPLAINT BY THE AGGRIEVED

(Type or Print)

Date of Step I Meeting _____

Aggrieved Person _____

Instructional Area _____

I. SECTION OF CONTRACT ALLEGEDLY VIOLATED:

II. STATEMENT OF GRIEVANCE:

Date of Occurrence _____

III. ACTION REQUESTED:

Date _____

Signature of Aggrieved

IV. ADMINISTRATOR'S WRITTEN RESPONSE:

Signature

Date

cc: Chairman of Grievance Committee
Association President

(FORM-3A)

ASHTABULA COUNTY TECHNICAL & CAREER CENTER

STEP III (FORM-3A)

REQUEST REVIEW BY SUPERINTENDENT

Aggrieved Person _____

REQUEST REVIEW BY SUPERINTENDENT:

ACTION REQUESTED:

Date _____

Signature of Aggrieved

cc: Chairperson Grievance Committee
Association President

(FORM-3B)

ASHTABULA COUNTY TECHNICAL & CAREER CENTER

STEP III (FORM-3B)

DECISION BY SUPERINTENDENT TO GRIEVANT

(To be completed by Superintendent within five business days after grievance hearing)

Date of Step III Hearing _____

Aggrieved Person _____

DECISION OF SUPERINTENDENT AND REASONS THEREFOR:

Date of Decision _____

Signature of Superintendent

cc: Chairperson of Grievance Committee
Association President

(FORM-4)

ASHTABULA COUNTY TECHNICAL & CAREER CENTER

STEP IV (FORM-4)

REQUEST FOR MEDIATION

(To be completed by the Aggrieved within fifteen (15) business days after decision by Superintendent)

Aggrieved Person _____

Date of Superintendent's Decision _____

(FORM-5)

ASHTABULA COUNTY TECHNICAL & CAREER CENTER

STEP V (FORM-5)

NOTICE OF ARBITRATION

(To be completed by the Aggrieved within fifteen business days after decision by Superintendent)

Aggrieved Person _____

Date of Superintendent's Decision _____

REQUEST REVIEW BY ARBITRATION:

Date _____
Signature of Aggrieved _____

cc: Chairperson Grievance Committee
Association President
Superintendent

Class	Academic: professional license	Academic: beginning license	Career Tech: no degree	Career Tech: Bachelor's (not in licensed area)
I	Bachelor's degree AND Professional license	Bachelor's degree AND Beginning license	Beginning license	Bachelor's degree AND Beginning license
II	BS with 150 hrs (grad and/or undergrad) AND Professional license	BS with 150 hrs (grad and/or undergrad) AND Beginning license AND 2 years of successful employment AND completion of one half required beginning teacher program	Beginning license AND 2 years of successful employment AND completion of one half required CT education program with a "C" or better	Bachelor's degree AND Beginning license AND 2 years of successful employment AND completion of one half required CT educator program with a "C" or better
III	Professional license AND BS + 15 hrs (grad)	Professional license AND BS+ 15 hrs (grad)	Professional license	Professional license AND Bachelor's degree
IV	Professional license AND BS + 30 hrs (grad)	Professional license AND BS + 30 hrs (grad)	Professional license AND Bachelor's degree in licensed area OR 15 hours since issuance of first professional license	Professional license AND Master's degree in licensed area OR BS + 15 hours since issuance of first professional license
V	Professional license AND Master's degree OR BS + 45 hrs (grad)	Professional license AND Master's degree OR BS + 45 hrs (grad)	Professional license AND BS + 15 hours(grad) OR 30 hours since issuance of first professional license	Professional license AND MS + 15 hrs (grad) OR BS + 30 hours since issuance of first professional license
VI	Professional license AND MS + 15 hrs (grad) OR BS +60 hrs (grad)	Professional license AND MS+15 hrs (grad) OR BS +60 hrs (grad)	Professional license AND BS + 30 hrs (grad) OR 45 hrs since issuance of first professional license	Professional licensese AND MS + 30 hrs (grad) OR BS + 45 hrs since issuance of first professional license
VII	Professional license AND MS + 30 hrs (grad) OR BS +75 hrs (grad)	Professional license AND MS+30 hrs (grad) OR BS +75 hrs (grad)	Professional license AND BS +45 hrs (grad) OR Master's degree OR 60 hrs since issuance of first professional license	Professional licensese AND MS + 45 hrs (grad) OR BS + 60 hrs since issuance of first professional license

10.2 Salary Classification (FORM-6)

**ASHTABULA COUNTY TECHNICAL & CAREER CENTER
SALARY SCHEDULE INDEX
2020-2021**

Years Exp. Inc.	Non- Degree	I BS	II BS+150	III BS+15	IV BS+30	V MA	VI M+15	VII M+30
0	91.5	100.0	108.8	111.3	113.8	115.4	117.2	119.0
1	95.0	108.8	113.1	115.7	118.4	120.3	122.2	124.1
2	98.5	112.6	117.4	120.2	123.0	125.0	127.1	129.2
3	102.0	116.4	121.7	124.6	127.6	129.8	132.0	134.3
4	105.5	120.2	126.0	129.1	132.2	134.6	137.0	139.4
5	109.0	124.0	130.3	133.5	136.8	139.4	142.0	144.5
6	112.5	127.8	134.6	138.0	141.4	144.9	146.8	149.6
7	116.0	131.6	138.9	142.5	146.0	148.9	151.8	154.7
8	119.5	135.4	143.2	146.9	150.6	153.6	156.6	159.8
9	123.0	139.2	147.5	151.4	155.2	158.4	161.6	164.9
10	126.5	143.0	151.8	155.8	159.8	163.2	166.6	170.0
11	130.0	146.8	156.1	160.3	164.4	168.0	171.5	175.1
12		150.6	160.4	164.7	169.0	172.7	176.4	180.2
13		154.4	164.7	169.2	173.6	177.5	181.4	185.3
14		158.2	169.0	173.6	178.2	182.2	186.3	190.4
15		158.2	169.0	173.6	182.8	187.0	191.3	195.5
16		158.2	169.0	173.6	182.8	187.0	191.3	195.5
17		158.2	169.0	173.6	182.8	187.0	191.3	195.5
18		162.0	173.3	177.1	187.4	191.7	196.2	200.6
19		162.0	173.3	177.1	187.4	191.7	196.2	200.6
20		165.8	177.6	181.5	192.0	198.5	201.1	205

ASHTABULA COUNTY TECHNICAL & CAREER CENTER

SALARY SCHEDULE

July 1, 2020 - June 30, 2021

Years

Exp.	Non-	I	II	III	IV	V	VI	VII
Inc.	Degree	BS	BS+150	BS+15	BS+30	MA	M+15	M+30
0	\$34,143	\$37,315	\$40,600	\$41,532	\$42,464	\$43,062	\$43,734	\$44,404
1	\$35,449	\$40,600	\$42,203	\$43,173	\$44,181	\$44,890	\$45,599	\$46,308
2	\$36,755	\$42,017	\$43,808	\$44,853	\$45,898	\$46,645	\$47,427	\$48,210
3	\$38,061	\$43,434	\$45,413	\$46,494	\$47,614	\$48,434	\$49,256	\$50,114
4	\$39,367	\$44,853	\$47,016	\$48,173	\$49,330	\$50,225	\$51,121	\$52,016
5	\$40,673	\$46,271	\$48,621	\$49,815	\$51,047	\$52,016	\$52,987	\$53,919
6	\$41,979	\$47,688	\$50,225	\$51,494	\$52,763	\$54,070	\$54,778	\$55,823
7	\$43,285	\$49,106	\$51,831	\$53,174	\$54,479	\$55,562	\$56,644	\$57,726
8	\$44,591	\$50,525	\$53,435	\$54,817	\$56,197	\$57,315	\$58,435	\$59,629
9	\$45,897	\$51,943	\$55,040	\$56,493	\$57,913	\$59,107	\$60,300	\$61,532
10	\$47,203	\$53,360	\$56,644	\$58,137	\$59,629	\$60,898	\$62,167	\$63,436
11	\$48,510	\$54,778	\$58,249	\$59,816	\$61,346	\$62,689	\$63,995	\$65,339
12		\$56,197	\$59,852	\$61,457	\$63,063	\$64,443	\$65,823	\$67,241
13		\$57,614	\$61,457	\$63,137	\$64,778	\$66,234	\$67,690	\$69,145
14		\$59,032	\$63,063	\$64,778	\$66,496	\$67,987	\$69,517	\$71,048
15		\$59,032	\$63,063	\$64,778	\$68,212	\$69,778	\$71,384	\$72,952
16		\$59,032	\$63,063	\$64,778	\$68,212	\$69,778	\$71,384	\$72,952
17		\$59,032	\$63,063	\$64,778	\$68,212	\$69,778	\$71,384	\$72,952
18		\$60,451	\$64,666	\$66,085	\$69,928	\$71,532	\$73,212	\$74,853
19		\$60,451	\$64,666	\$66,085	\$69,928	\$71,532	\$73,212	\$74,853
20		\$61,868	\$66,272	\$67,726	\$71,645	\$74,070	\$75,041	\$76,756

MEDICAL BENEFIT	IN NETWORK	OUT OF NETWORK (A)
Visit, day and dollar maximum limitations are combined between Network and Non-Network		
Hospital Inpatient Hospital Days Miscellaneous Hospital Utilization Review Required	Covered at 90% after deductible of semi-private Covered at 90% after deductible Yes: Provider responsible for contacting Anthem	Major medical at 75% of semi-private Major medical at 75% Yes: Provider responsible for contacting Anthem
Surgical Inpatient Outpatient Second Opinion	Covered at 90% after deductible Covered 90% after deductible Covered 100% after \$15 co-payment	Major medical at 75% Major medical at 75% Major medical at 75%
Pre-Admission Testing	Covered at 100% after \$15 co-payment	Covered at 100% after \$15 co-payment
Inpatient Physician Visits	Covered at 90% after deductible; limited to one visit per day	Major medical at 75%; limited to one visit per day
Routine Mammograms	Covered at 100%	Major medical at 75%; one per calendar year with an \$85 maximum (B)
Routine Ob-Gyn Examinations	Covered at 100%	Major medical at 75% (B)
Pap Test	Covered at 100%	Major medical at 75% (B)
Routine Prostate Exams	Covered at 100%	Major medical at 75% for office visit; lab test covered at 100% UCR; one per calendar year (B)
Immunizations	Covered at 100%	Major medical at 50% (B)
Hepatitis B Vaccine	Covered at 100%	Major medical at 75% (includes office visit)
Routine Annual Physical Exams	Covered at 100%	Major medical at 75%; maximum benefit of \$500 per calendar year per individual
Allergy Testing	Covered at 100% after \$15 office visit co-payment	Major medical at 50%
Diagnostic X-Ray and Laboratory	Covered at 100%	Covered at 100%
Sterilizations	Covered at 100% after \$15 office visit co-payment	Major medical at 75%
Abortions	Covered at 100% after \$15 co-payment (non-elective)	Major medical at 75% (non-elective)
Radiation Therapy	Covered at 100% after \$15 co-payment	Major medical at 75%
Emergency Care Institutional Charges Related Charges	Covered at 100% after \$50 co-payment (waived if admitted); \$15 co-payment applies to urgent care facility visits and physician office visits Covered at 100%	Covered at 100% after \$50 co-payment (waived if admitted); \$15 co-payment applies to urgent care facility visits and physician office visits Major medical at 100%
Non-Emergency Use of the Emergency Room Institutional Charges Related Charges	Covered at 100% after \$50 co-payment applies to emergency room visits (waived if admitted); \$15 co-payment applies to urgent care facility visits and physician office visits Covered at 100%	Covered at 80%; Urgent care facilities and physician office reimbursed as major medical at 80% Major medical at 75%

MEDICAL BENEFIT	IN NETWORK	OUT OF NETWORK (A)
	Visit, day and dollar maximum limitations are combined between Network and Non-Network	
Infertility Treatment	Covered at 100%; for diagnosis and treatment of medical condition only after \$15 co-payment	Major medical at 75%; for diagnosis and treatment of medical condition only
Routine Hearing Examinations	Covered at 100% after \$15 co-payment; limit one exam per calendar year	Major medical at 50%
Mental Health Basic Benefits Inpatient	Covered at 90% after deductible of semi-private	Major medical at 75%; limited to 60 days per calendar year (D)
Outpatient	Covered at 100% after \$15 co-payment per visit	Major medical at 75%; limited to 30 individual visits per calendar year or 50 group visits per calendar year (D)
Drug Abuse and Alcoholism (Basic Benefits) Inpatient	Paid at 90% after deductible of eligible expenses	Major medical at 75%; limited to 60 days per calendar year (D)
Outpatient	Covered at 100% after \$15 co-payment per visit	Major medical at 75%; limited to 30 individual visits per calendar year or 50 group visits per calendar year (D)
Skilled Nursing Facilities	Covered at 90% after deductible limited to 180 days per calendar year	Major medical at 75%; limited to 180 days per calendar year
Well-Child Care	Covered at 100% after \$15 co-payment per visit; to age 9	Major medical at 50%; to age 9
Medically Necessary Office Visits including biologically based mental disorders	Covered at 100% after \$15 co-payment	Major medical at 75%
Ambulance	Covered at 100%	Major medical at 100%
Durable Medical Equipment	Covered at 100%	Major medical at 100%
Orthotic Devices	Covered at 100%	Major medical at 100%
Allergy Treatment	Covered at 100% after \$15 office visit co-payment	Major medical at 75%
Outpatient Speech Therapy	Covered at 100% after \$15 office visit co-payment; reviewed after ten visits	Major medical at 75%; reviewed after ten visits
Outpatient Occupational and Physical Therapy	Covered at 100% after \$15 office visit co-payment; maximum 60 visits per calendar year for Physical Therapy. Occupational Therapy covered at 100%,	Major medical at 75%; maximum 60 visits per calendar year for Physical Therapy. Occupational Therapy paid at 75%, reviewed after 10 visits
Home Health Care	Covered at 100%; limited to 180 visits per calendar year	Major medical at 75%; limited to 180 visits per calendar year
Hospice	Covered at 100%; limited to 6 months per lifetime of in-hospice care; limited to 180 days per lifetime for home hospice or outpatient hospice care	Major medical at 75%; limited to 6 months per lifetime of in-hospice care; limited to 180 days per lifetime for home hospice or outpatient hospice care

MEDICAL BENEFIT	IN NETWORK	OUT OF NETWORK (A)
	Visit, day and dollar maximum limitations are combined between Network and Non-Network	
All Other Covered Expenses Accessible Through a Network Provider	Covered at 90% after deductible or 100% after a \$15 co-payment; depending on the location of the service	Major medical at 75%
All Other Covered Expenses Not Accessible Through a Network Provider	N/A	Major medical at 75%
Major Medical Calendar Year Deductible		
Individual	\$150	\$300
Family	\$300	\$600
Coinsurance	90% (unless otherwise noted)	75% (unless otherwise noted)
Annual Out-of-Pocket Maximum (Excluding Deductible)		
Individual	\$500	\$1,250
Family	\$1,000	\$2,500
Major Medical Maximums		
Lifetime Benefit	Unlimited	Unlimited
Mental/Nervous and Substance Abuse		
Per Treatment	N/A	No separate dollar maximum
Per Calendar Year	N/A	No separate dollar maximum
Per Lifetime	N/A	No separate dollar maximum
Dependent Child Eligibility	To age 26	To age 26

(A) Out-of-Network reimbursement based on reasonable and customary levels

(B) Applies to Routine Physical Exam limit of \$500 per year

(C) Limits combined with Mental Health

(D) Major Medical deductible does not apply; employee coinsurance does not apply to Major Medical out-of-pocket maximum

(E) Limits combined with Drug and Alcoholism

