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AGREEMENT
between

**The Gallia-Jackson-Vinton
Joint Vocational School District
Board of Education**

and

The Buckeye Hills Teachers Association

**EFFECTIVE
JULY 1, 2020 – JUNE 30, 2021**

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ARTICLE 1

RECOGNITION

1.01 The Gallia-Jackson-Vinton Joint Vocational School District (the "Board") recognizes the Buckeye Hills Teachers' Association/OEA/NEA/Local (the "Association") as the sole and exclusive representative for the members of the bargaining unit. The bargaining unit shall consist of all full-time certificated staff members employed by the Board under regular teaching contract, including coordinators who do not have administrative functions.

Substitutes employed in the Gallia-Jackson-Vinton JVS on a continuous basis in the same position for a period of sixty (60) or more days and those employed on a continuous basis or a combination of days thereof for one hundred twenty (120) days or more, shall be members of the bargaining unit but shall be specifically excluded from the application of the contract renewal provisions of this Agreement. Substitute teachers so employed shall not be eligible for a contract renewal as a regular teacher at the conclusion of any school year unless specifically approved by the Board.

Teachers employed less than twenty (20) hours per week and teachers employed on an hourly or as-needed basis whose employment may or may not exceed twenty (20) hours in any given week shall be specifically excluded from the application of all of the provisions of the Agreement except the grievance procedure and the specific salary provision, which may apply.

Excluded from the bargaining unit shall be the Superintendent, Directors, Deans, Principals, Coordinators with assigned supervisory responsibility, Supervisors, casual and day-to-day substitutes and all other administrative/supervisory personnel as defined in Section 4117-01 (F) of the Ohio Revised Code.

ARTICLE 2

NEGOTIATIONS PROCEDURE

2.01 Scope of Bargaining

The scope of bargaining shall include all matters pertaining to wages, hours or terms and other conditions of employment and the continuation, modification or deletion of an existing provision of a collective bargaining agreement except as otherwise specified in Section 4117.08 (B) and (C) of the ORC.

2.02 Negotiations Procedure

A. Directing Requests

A request for the opening of negotiations shall be submitted in writing by the Association to the Superintendent or by the Superintendent to the President of the Association no earlier than ninety (90) days nor later than sixty (60) days before the expiration of the Agreement. A mutually agreed date shall be set no later than ten (10) calendar days after the request for negotiations by either party unless a later date is agreed upon.

B. Submission of Items

At the initial session, the parties shall exchange their complete written list of proposals. No new items shall be submitted thereafter except upon mutual agreement of the teams.

C. Agenda

Before each negotiations session officially adjourns, the agenda, time and place for the next session shall be mutually agreed upon by the chief negotiators.

D. Representation

Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties may call upon competent, professional and lay representatives to consider matters under discussion and to make suggestions. Representation shall be limited to four (4) representatives each for the Board and the Association. The parties mutually pledge that their representatives will be clothed with all the necessary power and authority to make proposals, consider proposals and to make concessions in the course of the negotiations.

E. Caucus

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

F. Agreement

When tentative agreement is reached on all items subject to negotiations, the proposed agreement shall be reduced to writing and shall be first submitted to the Association for ratification, and, upon ratification, submitted

to the Board of Education for its approval. There shall be two (2) signed copies of any final agreement. One (1) copy shall be retained by the Board and the other one by the Association.

G. Meetings

Negotiations meetings shall be closed to the public.

H. News Release

News releases to the public media during negotiations shall be made only by mutual agreement as to when and the content of the release.

I. Impasse

In the event an agreement is not reached before the expiration of the current contract, the expiration date of the contract may be extended by mutual consent. Either party may declare an impasse and request that all unresolved issues be submitted to mediation. Upon the receipt of a written request by either party that an impasse has been declared, within five (5) calendar days a joint request signed by the President of the Association, or his/her designee, and the Superintendent, or his/her designee, shall be submitted to the Federal Mediation and Conciliation Service to appoint a mediator to assist in the resolution of all remaining issues. In the event agreement is not reached within twenty-one (21) calendar days after the beginning of mediation and it appears no more meaningful discussions can be accomplished, the Association may initiate the provisions of Section 4117.14 (D-2) of the ORC.

The cost of employing all mediation services shall be shared equally by the Association and the Board.

It is also agreed by the Association and the Board that the procedure outlined in this Agreement to negotiate and resolve disputes shall supersede all requirements established in Section 4117.14 of the ORC.

ARTICLE 3
ASSOCIATION RIGHTS

The Organization shall be granted the following exclusive organizational rights for the term of this Agreement:

- 3.01 There will be no reprisals of any kind taken against any bargaining unit member by reason of his/her membership in the Association or participation in any of its activities.

- 3.02 The Association may be granted use of school facilities at no cost for meetings. Association meetings may not interfere with regularly scheduled school activities.
- 3.03 The Association may use designated space on bulletin boards in school offices and teacher lounges for Association-related communications and notices.
- 3.04 The Association may use the intra-school mail system in the school offices to distribute official Association bulletins, newsletters or other circulars.
- 3.05 The Superintendent shall notify the Association President, either verbally or in writing, at least twenty-four (24) hours prior to each scheduled special Board meeting.
- 3.06 Prior to each regular or special Board meeting, the Board shall provide the Association with a copy of:
 - A. The Board agenda and all non-confidential attachments thereto;
 - B. The minutes of the prior regular meeting and of any special meeting within the prior thirty (30) days.
- 3.07 The Association President, or his/her designee, may be recognized by the Board President to address the Board for a specified period of time relative to an agenda item. The Association may be placed on the agenda for any Board meeting upon the request of the Association President. The request must be made at least forty-eight (48) hours prior to the scheduled meeting.
- 3.08 The Treasurer shall make available to the President of the Association a copy of the following documents upon their approval by the Board:
 - A. Amended Certificate of Estimated Resources
 - B. Temporary and Permanent Appropriations Resolutions
 - C. Monthly Financial Statement of Receipts and Expenditures
 - D. Names and Assignments of All Staff Members
 - E. Salary Schedule Grid (grid not to include non-general fund employees). These documents shall be made available at no cost to the Association.
- 3.09 The Association may use office equipment and school technology, provided they are not being used or are not required for any school business or activity.

- 3.10 The Association President may be invited to participate in new teacher orientation meetings when such participation is deemed appropriate by both the Association President and the Superintendent and/or designee.
- 3.11 The Association President shall have the right to visit schools during his/her lunch period provided the Dean of the building is notified in advance and such visit does not interfere with the assigned responsibilities of any staff member.
- 3.12 The Association shall have the right to represent bargaining unit members in accordance with the specific provisions of this Agreement.
- 3.13 The Association shall be provided the names, addresses, phone numbers, and work locations of bargaining unit members working in satellite programs annually by the end of the second week of school.

ARTICLE 4 **MANAGEMENT PREROGATIVES OF THE BOARD**

- 4.01 Except as specifically limited by the terms and provisions of this Agreement, the Board and the Superintendent shall retain all rights, powers and authorities vested in it prior to the date of this Agreement.
- 4.02 The rights, powers and authorities mentioned in the above shall include, but shall not be confined to, the following:
 - A. The right to manage and control the schools and to determine all locations for school facilities and equipment, the equipment to be used, the processes, techniques, methods and means to be used in servicing the school system, the right to determine all schedules of events, schedules of working hours, assignments of employees and the right to establish and maintain standards of quality and workmanship, to establish, maintain and amend occupational classifications, to establish working rules and regulations and to lay off and recall employees whenever necessary.
 - B. The power to establish rules and regulations governing all employees and pupils, the administration of the school district, use of school district property, attendance at meetings and the compensation and reimbursement of expenses therefore.
 - C. The authority to hire, rehire, promote, assign and reassign employees, to maintain discipline and efficiency, non-renew and discharge employees and to determine shift schedules.
 - D. All rights, powers and authorities granted at any time to Boards of Education and School Superintendents by the laws of the State of Ohio, as

well as such rights, powers and authorities which can reasonably be inferred there from.

4.03 Where the rights, powers and authorities itemized above are modified or limited by the terms and provisions of this Agreement, they shall only be modified or limited to the extent specifically provided therein.

ARTICLE 5 **GRIEVANCE PROCEDURE**

5.01 Definition

A "grievance" is an alleged violation, misinterpretation or misapplication of a specific article or section of this Agreement.

5.02 Purpose

It is the intent of the Board and the Association that grievances be resolved at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use.

5.03 General Provisions

- A. Any grievance shall be initiated within fifteen (15) days of the occurrence of the cause for the grievance.
- B. "Days" shall mean workdays during the regular school year. During the summer months, "days" mean calendar days, excluding Saturdays, Sundays and legal holidays.
- C. An "aggrieved party" is the member, or group of members, who submit a grievance or the Association.
- D. During the term of this Agreement, no grievant may be represented by any teacher organization other than the Buckeye Hills Teachers' Association in the grievance procedure initiated pursuant to this procedure. The Association shall have the right to be present for the adjustment of any and all grievances.
- E. A grievance may be withdrawn at any level without prejudice or record.
- F. Any grievance not advanced to the next level by the grievant within the time limits provided, shall be deemed withdrawn.

- G. Any grievance not answered by the Administration within the time limit shall move the grievance to the next level.
- H. The grievant may be represented at all formal levels of the grievance procedure by an Association Representative.
- I. In all levels of the formal proceedings, an official grievance form shall be made in triplicate: one (1) for the grievant, one (1) for the administration and one (1) for the Association.

The official grievance form shall be exhibited in the appendix of this Agreement. The Association may issue forms to grievants.

The form shall include the following information:

- 1. A brief description of the alleged grievance and the time, place and date it occurred;
- 2. The specific contract provision(s) alleged to be violated, misapplied or misinterpreted;
- 3. The relief sought;
- 4. The date of submittal;
- 5. The signature of the grievant(s) submitting the alleged grievance;
- 6. Copies of all written decisions at each step of the grievance procedure shall be sent to all parties involved including the Association President, the grievant and the appropriate administrator. All communications shall be hand-delivered or mailed by certified mail, return receipt requested.

J. Meetings and hearings held under this procedure shall be conducted at a time and place that will afford the opportunity for all persons required to be present to attend. Said meetings and hearings shall be conducted at times that will require no interruptions, or the least interruption possible, in the assigned responsibilities and duties of all persons required to be present.

5.04 Grievance Procedure

Level One - Informal

Within fifteen (15) days of the date the grievant knew or should have known of the event or condition upon which the grievance is based, the grievant shall discuss

the problem with his/her immediate supervisor. The grievant may do this alone or with his/her Association Representative. In the meeting, the grievant shall inform the supervisor that he/she wishes to discuss a complaint that may be filed as a formal grievance. Within five (5) days of the meeting, the immediate supervisor shall issue his/her written decision.

Level Two - Formal

In the event the grievant is not satisfied with the disposition at Level One, or no decision has been rendered within five (5) days after the informal meeting, the grievant may initiate formal proceedings. Within five (5) days after the receipt of the decision rendered at the informal hearing, a formal grievance may be filed. Formal proceedings shall be initiated by filing a written grievance which shall be initialed and dated by both parties at the time of filing. Within ten (10) days of the filing, a hearing shall be held between the grievant, the administrator and one (1) Association Representative, if requested by the grievant, and other parties, by mutual agreement, needed to give information to the grievance. The administrator shall issue his/her written decision within five (5) days after the hearing ends.

Level Three - Formal

If the grievant is not satisfied by the disposition of the administrator or no decision has been rendered within five (5) days, he/she may seek a hearing with the Superintendent or his/her designated representative, within five (5) days after receipt, in writing, of the administrator's answer at Level Two by completing step two of the grievance report form in triplicate and submitting it to the Superintendent. Within the next ten (10) days a hearing shall be held between the grievant, the Superintendent or his/her designated representative (who must be someone other than the grievant's immediate supervisor), and, if the teacher requests a representative of the Association, and other parties, mutually agreed to by both parties, who may be needed to give information relative to the grievance. The disposition of the Superintendent or his/her designee shall be completed in writing within ten (10) days after adjourning this hearing.

Level Four - Formal

- A. A grievance may be arbitrated upon written request by either party submitted ten (10) days after the Level Three disposition has been received by the grievant.
- B. Each referral to arbitration shall embrace but one (1) grievance unless otherwise stipulated by written agreement between the Association and the Board.
- C. Both parties shall within ten (10) days of a written request for arbitration

jointly request the American Arbitration Association to submit a list of arbitrators from which a selection may be made for an arbitrator. All procedures relative to arbitration shall be according to the Voluntary Rules and Regulations of the American Arbitration Association.

- D. The arbitrator shall have no authority to add to, or subtract from, or in any way modify the provisions of the Agreement.
- E. The decision of the arbitrator made in compliance with the foregoing shall be final and binding.
- F. The decision of the arbitrator shall be in writing, shall include the reason(s) for each finding and conclusion and shall be rendered within thirty (30) days following the date of the last hearing conducted by the arbitrator unless an extension of such period is agreed to by the Board and the Association.
- G. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association.

ARTICLE 6 **NON-DISCRIMINATION**

- 6.01 Neither the Association nor the Board will discriminate on the basis of race, color, national origin, sex (including sexual orientation and transgender identity), disability, age, religion, military status, ancestry, genetic information (collectively, "Protected Classes"), or any other legally protected category, in its programs and activities, including employment opportunities.

ARTICLE 7 **SCHOOL POLICY AND PROCEDURES**

- 7.01 At the beginning of each school year, the Director of Compliance shall provide all bargaining unit members with access to electronic faculty handbook, student handbook and board policy. Said procedures are subject to the provisions of this Agreement. The Board will require all members to acknowledge and sign upon receipt.

ARTICLE 8 **PARENTAL COMPLAINT PROCEDURE**

- 8.01 When a complaint is made by a parent or any other member of the public concerning a member's conduct, service, character or personality, which is deemed serious enough to become a matter of formal record, the member shall be informed of the complaint by the Director(s) and/or Superintendent and the parties shall attempt to resolve the complaint.

- 8.02 If the complainant is not satisfied after conferring with the Superintendent, the complainant may appeal to the Board by submitting a written request to the Superintendent within five (5) working days following the conference with the Superintendent.
- 8.03 The Board will review the complaint with all parties involved. The Board will render its decision relative to the complaint within ten (10) days. The decision of the Board shall not be subject to the grievance procedure unless the Board decision involves a disciplinary action being taken against a member. Such action would include written reprimands and suspensions. The decision of the Board shall be final.

ARTICLE 9 **EVALUATION PROCEDURE**

9.01 PURPOSE

The purpose(s) of evaluation shall be as follows:

- A. To assist the member in evaluating himself/herself in achieving the Board established job performance expectations in the areas of assigned responsibility.
- B. To provide evidence of a member's performance.
- C. To provide information relative to personnel decisions including promotions, reassignments, continuing contract status, limited contract renewal, non-renewal or termination.
- D. To assist the member in improving instruction and effectiveness.

9.02 EVALUATION PROCEDURE

A. Frequency of Evaluations

All bargaining unit members will be evaluated within the following timelines:

Accomplished Rating: Every three years

Skilled Rating: Every two years

Developing/Ineffective Rating: Annually

- B. Certificated/Licensed employees of the Gallia-Jackson-Vinton Joint Vocational School District employed under contract with the Board

pursuant to section 3319.01 or 3319.02, holding a certificate or license designated for being a supervisor, director, principal, assistant superintendent or superintendent and holding evaluator credentials established by the Ohio Department of Education shall be considered qualified to evaluate members of the bargaining unit.

C. Observations and Evaluation Reports

1. Members who spend at least 50% of the time teaching content related instruction will be evaluated using a standards based framework in compliance with O.R.C. 3319.111. This framework will combine 50% teacher performance with 50% student growth to determine the final evaluation rating.
2. Members who spend less than 50% of the time providing content related instruction will be evaluated using the previously established District evaluation form.
3. Guidance Counselors are evaluated using OTES.
4. The written evaluation, following a review by the member and the evaluator, will be signed by each party. One (1) copy will be given to the member and one (1) copy will be placed in the member's personnel file. The member's signature signifies only that the member has reviewed the evaluation and does not imply agreement with the evaluation. The member shall have the right to attach comments relative to the evaluation within ten (10) workdays following the conference.

D. A member whose evaluations reflect a need to improve in one or more areas shall be expected to develop cooperatively with his/her evaluator a positive program of improvement designed specifically to assist in the correction of professional difficulties or deficiencies identified in the evaluation process.

E. Only the procedural rights to observation, evaluation, post evaluation conference and written evaluation reports as set forth in the evaluation provisions of this Article will be subject to the grievance procedure.

F. The parties may mutually agree to extend the time deadlines under this Article. It shall automatically be extended due to the absence of any of the participants by the number of days in the absence.

G. Both the Board and the Association intend this provision to satisfy all evaluation requirements contained in Section 3319.11 and shall supersede

any conflicting provisions of that law.

- H. For the purposes of a reduction in force during the 2020-2021 school year, teacher evaluation ratings of "accomplished" and "skilled" will be considered comparable under the reduction in force statute. Beginning in 2020-2021, comparable ratings will mean the same rating, i.e. only other accomplished rated teachers will be comparable to a teacher with an accomplished rating.
- I. The Board and Association agree: 1) to implement OTES 2.0 and its framework/processes at the beginning of the 2021-2022 school year; and 2) to meet for purposes of revising their evaluation contract language prior to implementation.

ARTICLE 10 **CONTRACT SEQUENCE**

10.01 Limited contracts shall be issued by the Board to bargaining unit members in the following sequence:

- A. Supplemental License or Teachers holding less than a five year professional license:
 1. One (1) year contracts
- B. Five (5) Year License or Permanent Certificate:
 1. One Year Contract: upon initial employment.
 2. One Year Contract: upon re-employment for the second contract.
 3. Two Year Contract: upon re-employment for the third contract.
 4. Three Year Contract: upon re-employment for the fourth contract and every contract thereafter.

10.02 All members employed by the Board shall be issued written contracts in accordance with the Ohio Revised Code. Such contracts shall include the following information:

- A. Annual compensation to be paid for the first year of the contract.
- B. Basis of determining compensation (i.e. amount of training and years of experience credited to the teacher).
- C. Type of contract, limited or continuing. If limited, the number of years contract is to be in effect.

ARTICLE 11
TERMINATION AND NON-RENEWAL OF CONTRACTS

- 11.01 Termination of a bargaining unit member's individual contract shall be according to Section 3319.16 of the Ohio Revised Code.
- 11.02 Persons employed by the Board pending a satisfactory criminal records check and which criminal records check proves to be in violation of the requirements of Section 3319.311 of the Ohio Revised Code shall be immediately terminated by the Board without appeal and shall not be grievable.
- 11.03 The non-renewal of limited contracts shall be in accordance with the provisions of 3319.11 or 3319.111 of the O.R.C.

ARTICLE 12
TRANSFERS, REASSIGNMENTS, PROMOTIONS

- 12.01 When a vacancy arises or a new position is anticipated (including supervisory, administrative and/or supplemental), the Superintendent shall post and email a notice of such position(s) and/or vacancies in each school building office for no less than five (5) working days before the vacancy is filled.
- 12.02 Teachers who desire a change in grade and/or subject assignment and hold a certification for said change may file a written statement of a desire with the Superintendent no later than ten (10) calendar days after notification of said vacancy.
- 12.03 In acting on a request for voluntary assignment or transfer, the following criteria shall apply:
 - A. Individual qualifications,
 - B. Instructional requirements,
 - C. Staff availability and experience,
 - D. Seniority in the district, where the foregoing factors are substantially equal among two or more applicants for voluntary reassignment or transfer, and,
 - E. The teacher who applies for a voluntary change in subject assignment shall not be hired in place of another teacher who already holds that assignment, regardless of seniority.

- 12.04 Bargaining unit members who desire a transfer or reassignment shall submit a written statement of such desire to the Superintendent no later than April 15th of each school year. The Superintendent shall prepare a list of those teachers desiring a change and present it to the Association President prior to the last day of school.
- 12.05 The Superintendent shall notify the Association President of any known vacancies as they occur.
- 12.06 Teachers shall be notified of teaching assignments at the earliest possible date.

12.07 Involuntary Transfer and/or Reassignment

- A. An involuntary transfer or reassignment after September 1 to be effective during the current school year, will be made only after a meeting between the teacher involved and the Superintendent at which time the teacher shall be notified in writing of the reasons. A reassignment made pursuant to this policy shall be in the best interests of the school district.
- B. A teacher being voluntarily transferred or reassigned will be placed only in a position for which such teacher is certified.

12.08 Promotions

- A. The Board declares its general support of the policy of filling vacancies, including vacancies in supervisory positions, from within its teaching staff provided, however, nothing herein shall preclude the Board of Education from determining that the interests of the school system can best be served by actively seeking candidates from outside the district.
- B. The Superintendent determines and recommends who shall fill the vacancies. No transfers will be made until all staff candidates have been screened.

12.09 Disabled Members Assignment

In accordance with the provisions of the Americans With Disabilities Act, the Superintendent shall strive to "reasonably accommodate" the employment of disabled members of the bargaining unit provided said accommodation does not cause an undue hardship on the Board of Education nor result in the RIF'ing of a member of the bargaining unit. In effecting said accommodation, the posting and assignment procedures provided for in this Article shall not apply.

ARTICLE 13
REDUCTION IN FORCE

- 13.01 If the Board of Education is contemplating a Reduction in Force of teachers, it shall notify the Association forty-five (45) days before the proposed layoffs.
- 13.02 Any teacher to be laid off shall be notified in writing forty-five (45) days before the layoff.
- 13.03 All other provisions of the Reduction in Force shall be in accordance with the Ohio Revised Code 3319.17 with the exception of a teacher's recall rights.

13.04 Recall

Teachers on a recall will have the following rights:

- A. No new teachers will be employed by the Board of Education when there are teachers on the recall list who are certified for the vacancy.
- B. Teachers on the recall list will be recalled for vacancies in areas for which they are certified in the reverse order of the order in which the RIFs originally occurred.
- C. The names of teachers whose contracts are suspended in a Reduction in Force will be placed on a recall list for the remainder of the school year and one (1) additional school year.
- D. If a vacancy occurs, the Board will send a certified (receipt requested) announcement to the last known address of all teachers on the recall list who are qualified and attempt to contact the individuals by phone.
- E. It is the teacher's responsibility to keep the Board informed of his/her current address. All teachers offered a return to position are required to respond in writing to the district office within fifteen (15) calendar days.
- F. Any teacher who fails to respond within fifteen (15) days, or who declines to accept the position, will forfeit all recall rights.
- G. A teacher on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave, and salary schedule placement as he/she enjoyed at the time of the layoff.
- H. The provisions of this Reduction in Force procedure shall apply separately but equally to teachers in the regular school, the adult school, the school of

nursing and in each school district in which satellite programs are operated. Teachers RIF'd from one school may not displace teachers in another school.

13.05 Seniority

For the purpose of this Article, seniority will be computed from a teacher's most recent date of hire with the Gallia-Jackson-Vinton Joint Vocational School and will begin to accrue as of his/her first day of actual service in a bargaining unit position. Seniority will continue to accrue during all paid leaves of absence and for a period of two (2) years from the effective date of a layoff.

Time spent on inactive pay status (unpaid leave) or, effective July 1, 1996, time spent in a non-bargaining unit position shall not contribute to the accrual of seniority but shall not constitute a break in seniority.

Seniority shall be lost when a bargaining unit member retires or resigns, is discharged for cause or otherwise leaves the employment of the Board.

A tie in seniority shall be broken by the following method to determine the most senior member:

The member with the first day worked, then

The member with the earliest date of employment (dates of Board action in initial contract), then

By Lottery, with the most senior unit member being the one whose name is drawn first, etc. (said drawing shall be done in the presence of the Association President).

The Board will provide to the Association a seniority list for the bargaining unit not later than January 30th of each year.

13.06 The most senior members of the regular teaching staff at the Gallia-Jackson-Vinton Joint Vocational School site may displace a less senior member in a teacher area for which they hold a valid provisional license or five-year license provided they have comparable evaluation ratings on their last summative evaluation. However, a bargaining unit member on a limited contract may not displace a member on a continuing contract regardless of a member's rating or seniority.

Certificated employees may not displace a non-certificated employee during a Reduction in Force at the Gallia-Jackson-Vinton JVS site.

ARTICLE 14
EMPLOYMENT OF RETIRED TEACHERS

- A. A retiree is defined as a certificated staff member who has retired through a public or privately sponsored teachers' retirement system and is receiving a monthly stipend from said retirement system.
- B. For the purpose of salary schedule placement upon initial employment, a previously retired teacher (PRT) will be placed at their starting experience level according to Board Policy, not to exceed Step 7, and will advance one experience step annually, not to exceed Step 10. PRTs advancing to Step 10 will remain at Step 10 indefinitely.

A PRT will be placed on the academic training columns according to Board Policy; however, a PRT that retired from the Gallia-Jackson-Vinton JVSD will retain their column placement held at the time of retirement should it be greater than that granted by Board Policy.

- C. PRTs will be awarded one-year limited contracts that automatically expire at the end of each school year without notice of nonrenewal. PRTs are not eligible for continuing contract status.
- D. PRTs shall not accrue seniority. They shall be the first to have their contract suspended. They shall have no bumping or transfer rights.
- E. PRTs shall not be eligible for severance pay.
- F. PRTs shall not accrue seniority. PRTs will be eligible for the Board Health Insurance coverage only if they are not eligible for health insurance coverage under STRS or other available group coverage. PRTs are not eligible to participate in the Health Insurance Opt-Out Incentive Plan. PRTs may receive tuition reimbursement only for coursework necessary to maintain their certificate or license.
- G. Prior employment in the District is no guarantee of post retirement employment or a particular position, if rehired.
- H. The parties intend for the provisions of this Article to supersede all other conflicting provisions of this agreement, including but not limited to: Article 9 – Evaluation Procedure, Article 13 – Reduction in Force, Article 11 – Termination and Nonrenewal of Contracts, Article 10 – Contract Sequence, Article 12 – Transfers, Reassignments, and Promotions, Article 21 – Salary Schedule, Article 24 – Insurance, Article 35 – Tuition Reimbursement, and Article 23 – Severance Pay/Retirement Pay.

PRTs shall be entitled to all other benefits available to bargaining unit members unless otherwise limited by specific provisions of this Article.

- I. The parties intend for the provisions of this Article to supersede, to the maximum extent permitted by law, all sections of the ORC that may be in conflict with this Article.

ARTICLE 15
RESIDENT EDUCATOR MENTOR PROGRAM and
ALTERNATIVE RESIDENT EDUCATOR PROGRAM

15.01 The purpose of the Resident Educator Mentoring Program (Traditional Route Teachers) is to provide a program of positive formal support to foster professional growth of the individual and assessment of the performance of beginning teachers and other bargaining unit members who require a license. The Resident Educator program does not replace the employment evaluation and is used exclusively for licensure preparation.

Alternative Route Teachers are not required to participate in the Resident Educator Mentor Program. However, they are required to complete all aspects of the Alternative Resident Educator Teacher program outlined by the Ohio Department of Education. The district reserves the right to assign a mentor to any new teacher.

15.02 The Resident Educator program shall operate in accordance with the Teacher Education and Licensure Standards, ODE Guidelines and all other applicable laws and rules.

The Resident Educator Program within the Gallia-Jackson-Vinton Joint Vocational School District shall be that prescribed by the State of Ohio.

15.03 Mentors shall communicate directly with the Resident Educator bargaining unit member and shall hold all information in strict confidence. All interaction, written or verbal, between the mentor teacher and the Resident Educator bargaining unit member shall be confidential information, which may not be divulged to either support or defend subsequent employment decisions.

15.04 The Local Professional Development Committee will oversee the selection and assignment of the mentors. The LPDC will also assure that the Resident Educator program is operated within the approved guidelines.

15.05 Mentor teachers shall possess a minimum of five (5) years of satisfactory teaching experience within the District. Mentor teachers will be credentialed according to the training standards prescribed in the Ohio Resident Educator Mentor Standards. Efforts will be made to provide such training locally as a part of the

District's professional development activities.

15.06 Mentors will be provided appropriate release time to conduct classroom observations as required by the Ohio Resident Educator Program. Mentors will also use planning periods, as well as other time necessary, both within and outside the normal teacher workday, to complete mentoring responsibilities. Mentors will use state designed formative assessment tools, protocols and processes.

Mentors will be expected to maintain a log indicating the dates and times of meetings, observations and activities with the teacher being mentored. This will be provided to the administration and both the teacher mentor and the teacher mentee will sign such log.

15.07 Year One Resident Educator Mentors will be compensated \$750 per year per mentee. The submission of an accurate log signed by both the mentor and mentee will be required to release payment. Compensation for Years Two, Three and Four will be determined when the program requirements for those years are determined.

15.08 The mentoring of off-campus satellite teachers presents a special challenge in terms of identifying a mentor. Mentors of off-campus satellite Resident Educator teachers may be obtained through the host or other school district. In such cases the rules, pay rates or guidelines of the host school may be applied. These cases will be addressed individually with the understanding that the administration will be provided the flexibility required and that the terms of Article 15 will not be strictly applied to the off-campus satellite mentoring situations.

15.09 Alternative Resident Educator Teachers who hold the alternative resident educator career-technical license must meet the following requirements to be eligible for the five-year professional license:

- a. Successful completion of the university career-technical preservice teacher education program. You have four years to complete.
- b. Successful completion of the licensure plan and portfolio, if applicable.
- c. Successful completion of the performance-based assessment. Take with the University during year 4. ODE requires this to take place year 4.
- d. Successful completion of four years of teaching under the Alternative Resident Educator license; ODE requires 4 years of teaching.
- e. Recommendation by the Dean and university faculty program where the career technical program was completed. The member will submit the ODE required form to the Superintendent final approval.

ARTICLE 16
SUBSTITUTE TEACHERS

16.01 The Board agrees to employ properly certified substitutes.

ARTICLE 17
PERSONNEL FILES

17.01 A personnel file of all members of the bargaining unit shall be maintained in the office of the Board of Education. This shall be considered a confidential file to the extent permitted by public record laws and the primary official file of recorded information of members maintained by the Board and Administration.

17.02 Individual members shall have access to their personnel file upon request to the Superintendent and/or his/her designee at a time that is mutually convenient and does not interfere with the member's regularly assigned duties.

17.03 Those authorized to use files of members shall be limited to the Superintendent, Building Director, Treasurer of the Board and Supervisors directly responsible for those members, and any other administrators who are directly responsible in directing the professional services of members.

17.04 Any materials placed in the personnel file of bargaining unit members shall include the following:

- A. The date the item was placed in the file. A copy of all materials placed in the member's file, other than routine financial documents, shall be signed by the administrator making the entry and a copy shall be sent to the member.
- B. The Superintendent or his/her designee shall be the only person to authorize placement of materials in the personnel file.

17.05 Any materials entered into a bargaining unit member's file may be grieved as to the accuracy, relevance, timeliness or completeness of such materials. If the material is found to lack in any of the aforementioned, it shall be removed from the member's personnel file.

17.06 Items that may be maintained in the personnel file of members of the bargaining unit shall include but not be limited to:

- A. Official transcripts of college work;
- B. Copy(ies) of certification authorized by the State Department of Education;
- C. Copy of military service record;
- D. Copies of evaluations;

- E. Copies of General Conference Reports;
- F. Record of employment;
- G. Copies of contracts of employment with the local Board of Education.

17.07 A bargaining unit member shall have the right to a copy of any item in his/her file at the Board adopted rate.

17.08 No anonymous materials shall be placed in the personnel files of bargaining unit members.

17.09 Requests for personnel records by persons other than those authorized in paragraph 17.01 above shall be governed by the provisions of Section 149.43 ORC. A member shall be notified verbally within twenty-four (24) hours of any request to access a member's personnel file made by individuals other than those authorized in paragraph 17.01.

ARTICLE 18 **LEAVES**

18.01 SICK LEAVE

A. Sick Leave Accumulation and Usage

1. Each bargaining unit member shall receive one and one-quarter (1 1/4) days of paid sick leave per month for twelve (12) months for a total of fifteen (15) days per year. Unused sick leave shall be accumulated to a maximum of 240 working days.
2. New employees with accumulated sick leave from another public agency shall have placed to his/her credit upon written application and proof of such to the Board Treasurer, all sick leave accumulated with a previous public employer not to exceed 240 working days, provided, however, that such reemployment takes place within ten (10) years of the date of the employee's last termination from such public service.
 - a. Sick leave for regular teachers employed on other than a full-time basis shall be credited and deducted at the proportionate rate set forth in their contract of employment.
 - b. It shall be the responsibility of each teacher to notify the Board Treasurer in writing of any unused sick leave from a previous employer.
3. For absences covered by sick leave, the immediate family of a

teacher is defined to mean father, mother, spouse, son, daughter, stepchildren. The extended immediate family of a teacher is defined to mean grandmother, grandfather, mother-in-law, father-in-law, brother, sister, grandchild, or anyone living in the immediate household for whom the member is legally responsible. Other family members may be considered with the Superintendent's approval.

4. Employees may use sick leave for:
 - a. Personal illness or disability;
 - b. Exposure to communicable/contagious disease;
 - c. Illness in the employee's above defined family;
 - d. To attend the funeral of an individual not otherwise covered under the Bereavement Leave Articles.
5. Upon return from sick leave, all bargaining unit members shall be required to fill out the online Board prescribed form. If sick leave exceeds five days, a doctor's note will be required. This should be attached to the online Board prescribed form. Unlawful use of sick leave shall subject the employee to appropriate disciplinary action by the Board up to and including termination.
6. All bargaining unit members who have advanced knowledge that they will need to use their accumulated sick leave on an extended basis, will be required to notify their Dean.
7. Sick leave shall be charged-off as it occurs.

B. **Sick Leave Notification**

1. On the day of his/her absence, a bargaining unit member shall notify the online reporting system by 6:45AM if he/she must use sick leave in accordance with this sick leave procedure. After 6:45AM, the member must notify their Dean in accordance with sick leave procedures.
2. Applications for sick leave are to be submitted online three (3) days after returning from sick leave.

18.02 ASSAULT LEAVE

Any member of the bargaining unit who is absent due to physical disability resulting from an assault while performing his/her assigned responsibilities, he/she shall, upon written request, be granted a leave of absence with full pay and benefits for the period of time certified by the member's physician to a maximum of

fifteen (15) days. Assault leave shall not be deducted from sick leave. Members eligible for assault leave shall apply for Workman's Compensation. All proceeds received by the member from Workman's Compensation for reimbursement for the loss of pay due to the assault shall be given to the Treasurer of the Board.

Members eligible to receive assault leave due to the certification by their physician shall file charges against the party or parties responsible for the assault. Members failing to do so shall have their absence from duty due to the alleged assault deducted from sick leave except as approved by the Superintendent.

18.03 BEREAVEMENT LEAVE

Each member may be approved to use up to three (3) days of Bereavement Leave per occurrence. Bereavement leave may be used upon the death of the member's spouse, child, stepchild, mother, stepmother, father, stepfather, grandmother, grandfather, mother-in-law, father-in-law, brother, sister, grandchild, brother-in-law or sister-in-law or anyone residing in the member's household for whom they are legally responsible.

Any person not listed under bereavement leave, refer to Article 18.01 Sick Leave.

If additional time is needed, the member may utilize sick or personal leave with Superintendent approval.

18.04 PERSONAL LEAVE

- A. Personal leave may be requested for the purpose of conducting necessary or urgent personal business. Personal leave cannot be used for engaging in gainful employment.
- B. Each employee may be granted a maximum of five (5) days of personal leave each school year. No more than 20% of members per building on a given day will be approved. Requests beyond the maximum may be approved by the Superintendent.
- C. An employee using said leave shall notify their Dean twenty-four (24) hours in advance, except in the case of an emergency. Upon returning to work following an emergency, the employee shall complete the Board prescribed form within three (3) days. Use of personal leave for reasons not permitted under this section, shall be considered grounds for disciplinary action by the Board, including termination.
- D. Personal leave used in accordance with this policy shall not result in any loss of pay. Secondary teachers on the Buckeye Hills campus will have

Personal Leave deducted in 15-minute increments as approved by Dean.

E. Personal leave shall not be accumulated from year to year. Members have two options. Option 1: Any unused personal leave days remaining at the end of a school year may be transferred to an employee's sick leave accumulation to a maximum of 240 days. Option 2: Personal Leave may be paid out to the member at the end of the year in full day increments (limit of 2 days each year). Will be paid the second pay in June.

F. The following school days are restricted from using Personal Leave:

First 10 student days of the year
Sophomore Visits
Sophomore Orientation
Last five (5) student days of the year

G. Additionally, no more than three (3) consecutive personal days will be approved.

18.05 MILITARY LEAVE

Military leave shall be granted pursuant to O.R.C. 3319.14 and 5923.5.

18.06 JURY DUTY/COURT LEAVE

An employee who is summoned for jury duty, or who is subpoenaed to appear before a court or agency as a witness or party in a criminal or civil proceeding dealing with a work-related incident, shall be granted all necessary leave. After absence for such duty, either reporting or serving, the bargaining unit member shall return payment for services rendered to the Board Treasurer and at the next regular pay period receive full payment of his/her regular salary from the Board of Education for the day or days of absence for this purpose. Payments not turned in for days absent will cause a deduction of pay for those days.

18.07 PROFESSIONAL LEAVE

A. Release time may be granted for the following purposes, provided sufficient notification of not less than ten (10) school days is given.

1. Attendance at workshops, seminars and professional improvement sessions designed to improve the effectiveness of the teacher's skills, including those sponsored by any teachers' association, professional organization, or union so long as they are limited to academic matters in the curricular field in which the teacher is certified, and including observing in other schools;

2. Educational trips requiring travel out of state;
3. Conferences and seminars sponsored by the Ohio Department of Education.

B. Any in-service required by the Board or Ohio Department of Education may not be counted as professional leave, but will be considered for approval on its own merit.

C. Travel, hotel, meals and registration expenses incurred during such released time will be reimbursed as follows:

1. Transportation: Actual cost of ticket for airplane, train, etc. plus tax. Travel in privately owned automobile shall be reimbursed at the IRS adopted rate per mile in effect at the time the travel occurs but may not exceed the cost of air travel.
2. Meals: One day or partial days will be pro-rated as follows: Breakfast - \$10.00; Lunch - \$10.00; Dinner - \$20.00. Meetings of more than one day: In the event that overnight stay is required, reimbursement for meals shall not exceed forty dollars (40.00) per day.
3. Lodging: Members may complete a requisition prior to travel for approval through the district office. A credit card authorization form and tax-exempt form should be secured from the hotel and submitted to the Treasurer's office prior to travel. If a member pays out of pocket, reimbursement shall not exceed \$100.00.
4. Registration: Actual cost excluding cost of membership in the organization.
5. Tips and Gratuity: Not included.
6. Parking: Actual cost of parking or transportation to and from meeting.
7. Receipts: Original itemized receipts must be submitted with all requests for reimbursement.
8. Reimbursement: The Gallia-Jackson-Vinton JVS Travel Expense Form shall be submitted by the end of each month to the Treasurer's Office in order for the employee to be reimbursed on or before the fifteenth (15th) of the following month. Travel forms not so submitted shall be granted a one-month grace period only, after which a loss in

reimbursement will result for the specific month the form is due. In no event will travel reimbursement occur after the close of the fiscal year in which the travel took place.

Expedited Reimbursement: Members in need of their reimbursement more quickly than is provided by the standard reimbursement processing cycle may request an expedited processing of the travel reimbursement. Such a request must involve the reimbursement of \$300.00 or more. The reimbursement so requested may not include travel that could have been requested and reimbursed during a previous standard reimbursement processing cycle.

18.08 CHILD REARING LEAVE

- A. An unpaid child rearing leave of absence may be granted to the bargaining unit member who is a parent of a newborn if he/she has been employed within the district for at least one (1) year.
- B. A teacher requesting such leave must elect to take the leave for the remainder of the school year.
- C. Such leave must be requested in writing sixty (60) days prior to commencement of the leave and must state that the request is for leave through the end of the school year.

18.09 ADOPTION LEAVE

- A. An unpaid adoption leave of absence may be granted to the bargaining unit member who is the parent of an adopted child who is under school age if such individual has been employed within the district for at least one (1) year.
- B. Such leave must be requested in writing sixty (60) days prior to commencement of the leave and must state that the request is for leave through the end of the school year. However, a shorter period of notification is permissible in urgent situations where to wait out the required notice period would result in denial of the adoption.
- C. The term "under school age" as used in this Article means below first grade level.

18.10 SABBATICAL LEAVE

The Board agrees to provide a Sabbatical Leave Policy in accordance with the provisions of Section 3319.131 of the ORC.

18.11 UNPAID LEAVE OF ABSENCE

- A. Leave of absence for instructional personnel may be applied for by filing with the Superintendent a letter stating the purpose, period of time involved, and a signed statement regarding the need for said leave.
- B. Upon return from leave of a year's duration, said person shall be entitled to resume his/her duties as previously employed if such duties still exist.
- C. A person requesting leave of absence may request that his/her insurance policies be maintained at his/her expense.
- D. If leave is denied, the Superintendent shall give oral reasons for his/her or the Board's denial.

18.12 ASSOCIATION LEAVE

The Board agrees to grant the Association six (6) member days to attend Association meetings. The Board shall provide the substitute, if needed, and the Association shall pay all expenses of the member(s) attending the meetings.

The Board will grant two (2) additional days for special Association business conducted by the O.E.A. provided the Association reimburses the Board for teacher substitutes and pays all expenses of Association members attending the meetings.

18.13 PERFECT ATTENDANCE BONUS

Bargaining unit members with perfect attendance (no sick leave usage) for the quarter (nine-week period) will receive a \$300 attendance bonus paid quarterly.

ARTICLE 19 **PAY PERIODS**

19.01 The Board agrees to pay certificated employees in twenty-six (26) equal pay periods over a twelve (12) month period. A memorandum will be sent to each staff member at the beginning of each school year providing information on pay periods.

The first payday of each year shall be determined by the Treasurer in keeping with the requirements of the Auditor of State and the Ohio Revised Code.

19.02 In the event the scheduled payday falls on a day that is not a scheduled workday,

employees will be paid on their last day worked prior to the payday.

19.03 Bargaining unit members receiving additional compensation over and above their regular teaching salary shall receive payment in one (1) separate deposit per month. This does not include planning period stipend, attendance bonus, health insurance opt out or tuition reimbursement.

19.04 The Board will require members to have their paycheck direct deposited.

A member may be eligible to receive a paper check due to extenuating circumstances with the Superintendent's approval.

ARTICLE 20 **PAYROLL DEDUCTIONS**

20.01 Employees within the bargaining unit may sign and deliver to the Treasurer an authorization for deduction from their paycheck, membership dues and assessments of the Association and its affiliates. Such authorization shall continue in effect until such time said individual gives written notice to the Treasurer of the Board to discontinue such deductions or until employment with the Board terminates. The Association President shall be notified by the Treasurer should an Association member cease deduction of his/her Association dues.

20.02 Authorizations to make such deductions must be filed with the Treasurer by September 30 in the year such deductions are to begin.

20.03 The Treasurer of the Association shall notify the Treasurer of the Board in writing by September 30th of each year the amount to be deducted for Association membership dues in accordance with the employee authorization.

20.04 Deductions shall be made in twenty (20) equal installments beginning with the 2nd (second) paycheck in October and continuing in equal amounts from each subsequent paycheck until all installments have been deducted. New members after September 30th shall have deductions made in equal installments to begin the following pay period after delivery of authorization card and conclude when all installments have been deducted.

20.05 The first dues deduction check of each membership year shall be forwarded to the local Association Treasurer. All subsequent checks shall be forwarded to the Ohio Education Association on a monthly basis as stipulated by agreement between the Association and the Board Treasurer.

20.06 If any employee's employment is terminated before completing all dues payments authorized by her/him, the unpaid balance will be deducted from the final check received by the employee and will be remitted the same as a regular deduction.

20.07 Upon the application of five (5) or more members of the bargaining unit desiring to participate in the same insurance and/or annuity program, the Treasurer shall deduct from the member's paycheck payments to said program in the amount(s) specified in the contract between the member and the companies involved.

The Treasurer and the Board shall be held harmless relative to the legality of said deductions if the deductions are being made as a part of a tax sheltered annuity.

The Treasurer shall forward all such deductions to the designated companies in accordance with the contract requirements.

20.08 Bargaining unit members may deliver to the Treasurer an authorization for deduction from their paycheck for the Credit Union. Credit Union deductions shall be made from twenty-six (26) pays per year.

Bargaining unit members may authorize a change in their credit union deduction during the first week of every month.

20.09 Employees within the bargaining unit may sign and deliver to the Treasurer an authorization for deduction from their paycheck for Association Fund for Children and Public Education (FCPE) contributions.

20.10 Association Membership and Fair Share Fee

A. Any individual who wishes to cancel their membership and not contribute dues must notify the Association Membership Chair in writing between August 1 and August 31. A member may cancel their membership outside of the aforementioned cancellation period but shall be responsible for all remaining dues and assessments of the current membership year and by such cancellation acknowledges that he/she is forgoing any rights specifically reserved to members of the Association.

B. An individual who cancels their membership may choose to continue to pay fair share fee to the Association as follows:

1. The Association shall provide reasonable notification to non-members of the "fair share fee" and their right to object to the amount of the fee prior to the deduction of this fee. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining. The Association shall make available to any non-member so requesting the required financial disclosure upon which the "fair share fee" was determined.

2. The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(c) of the ORC and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the constitutions of the United States and the State of Ohio.
3. Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.
4. Notice of the amount of the annual fair share fee which shall not be more than 100 percent of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board by September 15th of each year during the term of this Agreement for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Ohio Education Association.
5. Payroll deductions of such fair share fees shall begin at the second payroll period in January, except that no fair share fee deductions shall be made for bargaining unit members employed after October 31 until the member has been apprised of his/her rights under the Association's internal rebate procedure.
6. The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.
7. The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted.

C. The Association shall indemnify and save the Board harmless against and from any, and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Board for the purpose of complying with Section 20.10 or regarding the Board's deduction of Association dues or fees from an employee's pay.

The Association shall extend to the Board the right to designate its own

counsel to assist in the defense in addition to allowing the Board the right to waive indemnification by the Association at any time and provide its own defense.

ARTICLE 21 **SALARY SCHEDULE**

21.01 The salary index is as follows:

SALARY SCHEDULE INDEX

Step 0	1.000	1.045	1.150
Step 1	1.040	1.090	1.200
Step 2	1.080	1.135	1.250
Step 3	1.120	1.180	1.300
Step 4	1.160	1.225	1.350
Step 5	1.200	1.270	1.400
Step 6	1.240	1.315	1.450
Step 7	1.280	1.360	1.500
Step 8	1.320	1.405	1.550
Step 9	1.360	1.450	1.600
Step 10	1.400	1.495	1.650
Step 11	1.440	1.540	1.700
Step 12	1.480	1.585	1.750
Step 13	1.520	1.630	1.800
Step 14	1.520	1.630	1.800
Step 15	1.600	1.720	1.900
Step 16	1.600	1.720	1.900
Step 17	1.600	1.720	1.900
Step 18	1.600	1.720	1.900
Step 19	1.600	1.720	1.900
Step 20	1.6455	1.7655	1.9455
Step 21	1.6455	1.7655	1.9455
Step 22	1.6455	1.7655	1.9455
Step 23	1.6455	1.7655	1.9455
Step 24	1.6455	1.7655	1.9455
Step 25	1.6910	1.8110	1.9910

21.02 The Salary Schedule for the 2020-2021 school year is as follows:

<u>Experience</u>	<u>Bachelors</u>	<u>150 Hrs.</u>	<u>Masters</u>
0	38,269	39,991	44,009
1	39,800	41,713	45,923
2	41,331	43,435	47,836
3	42,861	45,157	49,750
4	44,392	46,880	51,663
5	45,923	48,602	53,577
6	47,454	50,324	55,490
7	48,984	52,046	57,404
8	50,515	53,768	59,317
9	52,046	55,490	61,230
10	53,577	57,212	63,144
11	55,107	58,934	65,057
12	56,638	60,656	66,971
13	58,169	62,378	68,884
14	58,169	62,378	68,884
15	61,230	65,823	72,711
16	61,230	65,823	72,711
17	61,230	65,823	72,711
18	61,230	65,823	72,711
19	61,230	65,823	72,711
20	62,972	67,564	74,452
21	62,972	67,564	74,452
22	62,972	67,564	74,452
23	62,972	67,564	74,452
24	62,972	67,564	74,452
25	64,713	69,305	76,194

ARTICLE 22 STRS PICK-UP

22.01 The Board shall "pick-up" the certified teaching employees required contributions to the State Teachers Retirement System (hereinafter STRS), as a condition of employment under the conditions set forth below:

- A. The amount to be "picked-up" on behalf of each employee shall be that amount mandated by STRS of the employee's gross annual compensation. The employee's annual compensation shall be reduced by an amount equal to the amount "picked-up" by the Board for the purpose of State and Federal tax only.

- B. An Addendum to each bargaining unit employee's contract which states that the employee's contract salary is being restated as consisting of (1) a cash salary component, which is equal to the amount of the employee contribution being "picked-up" by the Board on behalf of the employee; (2) that the Board will contribute to STRS an amount equal to the employee's required contribution to STRS for the account of each bargaining unit employee; and (3) that sick leave, severance, vacation, supplemental and extended service pay which are indexed to or otherwise determinable by reference to the employee's rate of pay shall be calculated upon both the cash salary component and pick-up component of the employee's restated salary. All subsequent contracts and salary notices for these affected certificated employees shall be conformed to include the provisions of the addendum.
- C. Each teacher will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax deferred compensation plans.
- D. The "pick-up" shall be uniformly applied to all members of the bargaining unit.

22.02 If the foregoing "pick-up" provisions are nullified by subsequent Internal Revenue Service ruling, Ohio Attorney General opinions or other governing regulations or laws, the Board will be held harmless and this Article of the Agreement shall be declared null and void.

ARTICLE 23 **SEVERANCE PAY/RETIREMENT PAY**

23.01 All employees who provide written notification of State Teacher Retirement System (STRS) retirement eligibility, to the Board Treasurer within ninety (90) days of actual retirement from the Gallia-Jackson-Vinton Joint Vocational School District and who has worked in the district for at least ten (10) continuous years will be paid retirement severance. Such retirement severance will be paid at the per diem rate of the annual salary rate less any extended service or supplemental contract pay at the time of actual STRS retirement.

23.02 The Board authorizes the payment to a retiring employee an amount equal to 25% of his/her unused sick leave days to a maximum of sixty (60) days under the conditions hereinafter specified.

In addition, employees with the following years of service in the Gallia-Jackson-Vinton JVS District shall receive:

15 years - 1 additional day
20 years - 1 additional day
25 years - 1 additional day
30 years - 1 additional day
35 years - 1 additional day

A. Teachers serving in feeder districts whose units have been assigned to the Gallia-Jackson-Vinton JVS Board of Education shall be eligible to count their teaching experience in the home school for severance pay in accordance with the provisions of this Article.

23.03 For the purpose of this policy, "retirement" means actual retirement under the State Teachers Retirement System (STRS) and does not include disability retirement or service severance from the district. In order to qualify for retirement pay, an employee shall:

- A. Retire from the school system by submitting a written statement of the retirement notice to the Board of Education.
- B. Express his/her intention to retire on or before his/her last day of service.
- C. Provide the Treasurer of the Board of Education evidence from the State Teachers Retirement System that substantiates employee's eligibility for retirement benefits as of the last day of employment.
- D. Have served ten (10) or more continuous years of active service in this district.
- E. Have an effective STRS Retirement date no later than ninety (90) calendar days after the final day of service with this Board.
- F. After the Board of Education accepts the resignation, the employee must (within ninety (90) days of the last day of employment) provide to the Treasurer of the Board of Education a statement that the above items have been completed and retirement pay is requested. Failure to request payment within the ninety (90) day period may waive the employee's right to STRS retirement pay.
- G. A teacher may retire only once. No person shall collect severance pay/retirement pay more than one (1) time. Receipt of severance pay/retirement pay shall eliminate all sick leave credited to the bargaining unit member.

23.04 The bargaining unit member shall have the option of receiving severance in one of the following ways:

- A. One (1) lump sum upon documented evidence of retirement.
- B. One (1) lump sum in January of the succeeding calendar year.

In the event a member is qualified to receive severance by virtue of retirement and the member dies prior to receiving his/her severance, then the severance shall be paid to the employee's estate.

23.05 Payment of retirement pay shall eliminate all obligations of the employer at the time of retirement from any further retirement payment or restoration of unused sick leave.

ARTICLE 24 **INSURANCES**

24.01 Hospitalization - Major Medical - Prescription Drug

The Board will pay the first \$200,000 of the annual premium in calendar year 2021. The Board will pay 85% of the remaining health premium costs and the members will pay 15% of the remaining health premium costs.

At insurance renewal time or when changes to the plan are otherwise required, a committee consisting of two members each representing the BHTA, the BHSS and the Administration will be formed to recommend to the Board adjustments to the schedule of benefits or otherwise change the plan and/or insurance carrier to achieve the desired coverage levels.

Should the committee be unable to make a recommendation for the Board to act upon, then the Board will select a coverage level to provide insurance for all bargaining unit members.

The Board may select the type of plan (i.e. single, family, employee/spouse, etc.) that the Board deems the most cost-effective under which to provide coverage to the members. Members shall execute and submit the necessary documents to implement the coverage plan selected by the Board or shall risk the loss of insurance coverage. Nothing in this section is to be interpreted in such a way as to deny Board health insurance coverage to any otherwise qualified family member.

The Board and the Association agree to the following:

1. The District shall not be provided with, nor shall have access to, any personal health information of any bargaining unit member and/or family member of a bargaining unit member that is submitted to an insurance company hereunder. This information shall be provided in the format required by the broker.

2. For any bargaining unit member who does not provide his/her respective personal health information and/or for any family member of a bargaining unit member whose personal health information is not provided to an insurance company in order to obtain a quote, and that insurance company is chosen as the health insurance provider for the District's bargaining unit members:
 - a. Such bargaining unit member and/or such family member of the bargaining unit member shall not participate in the District's health insurance plan.
 - b. Such bargaining unit member shall not be considered to have opted out of the District's health insurance plan and shall not be entitled to any opt-out incentive payment, as set forth in Section 24.04 of the Agreement. The opt-out incentive payment may only be obtained by bargaining unit members who comply with the opt-out procedure during the open enrollment period.

24.02 Life Insurance

The Board will provide life insurance in the amount of \$40,000 for the term of this Agreement. Members 65 years or older may receive a reduced death benefit as determined by the insurance carrier.

24.03 Dental and Vision Insurance

The Board will provide single plans for Dental and Vision insurance for each member. Members will be required to pay for additional family member coverage.

24.04 Health Insurance Opt-Out Incentive Plan

A. Eligible Participants

Full time bargaining unit members who are currently insured under the health insurance plan provided in this Agreement and, who may be insured under another health insurance plan, may elect to opt-out of the Board approved health insurance plan by completing the *Application for Participation In Health Insurance Conservation Incentive Plan*.

B. Opt-Out Benefits

Each eligible bargaining unit member electing to opt-out of the Board approved health insurance plan shall receive an incentive payment. Such incentive payment shall be paid annually in a lump sum payment on the

second pay in June or bi-weekly per pay. Members must notify the Treasurer's Office of preferred payment option by July 15th.

Members will be required to select a payment plan and provide supporting documentation for eligibility and proof of insurance annually.

Effective January 1, 2020: Opt-Out amounts will be capped at the following rates.

Employee Single Opt-Out Rate: \$3,533.46

Employee-Child Opt Out Rate: \$5,964.48

Employee-Spouse Opt-Out Rate: \$7,766.58

Family Opt-Out Rate: \$10,907.88

Effective July 1, 2020:

Partial Waiver Opt-Out rates:

Family to Employee: \$7374.42

Family to Employee/Spouse: \$3141.30

Family to Employee/Child: \$4943.40

Employee/Spouse to Employee: \$4233.12

Employee/Spouse to Employee/Child: \$1802.10

Employee/Child to Employee: \$2413.02

The Board may provide a capital improvement program for members who have waived group coverage per Board policy.

C. Involuntary Changes In Insured Status

Any eligible bargaining unit member who elected to opt-out of the health insurance plan provided by this Agreement who involuntarily loses other insurance coverage through the unemployment of spouse, death of spouse, or divorce from spouse will be permitted to re-enroll in the Board approved health insurance plan(s). Notice of intent to enroll will be provided to the Treasurer not later than 30 days following a qualifying event with coverage to be effective the first day of the following month.

D. Voluntary Changes In Insured Status

Subject to provisions of paragraph C above, any bargaining unit member who elected to opt-out of the Board approved health insurance plan provided in this Agreement may enroll in the Board approved health insurance plan(s) during the next annual open enrollment period. Any such member shall notify the Treasurer that he/she intends to re-enroll in the Board approved health insurance plan(s).

ARTICLE 25 **SCHOOL YEAR**

- 25.01 The length of each school year will include 180 student instruction days and two (2) teacher inservice and/or workdays, for a total of 182 days. The 182 days shall be worked at the discretion of the Board.
- 25.02 Any bargaining unit member required by the Board of Education and/or Superintendent to attend a workshop, inservice or training seminar outside of the 182 day work year, shall be paid his/her hourly per diem rate for each day in attendance.

ARTICLE 26 **WORKDAY**

- 26.01 The maximum workday for bargaining unit members shall be seven (7) hours and 15 minutes including collaboration time, preparation time and a 30-minute duty-free lunch period. Management will have the right to set daily start and end times.
- 26.02 Unless excused in advance by the Superintendent or his/her designee, the Board of Education requires members to participate and attend the following events: Parent/Guardian Open House, Advisory Committee Meetings, Expo, Celebration Ceremony and Faculty Meetings. Administration will provide a two-day notice of faculty meetings. In case of an urgent need, the Superintendent and the Union President may agree to waive the two-day notice.

Members will be required to use half-day sick leave and/or personal leave for excused absences for Parent/Guardian Open House, Advisory Committee Meetings, Expo, Celebration Ceremony and Faculty Meetings.

The events listed above are not eligible for additional hourly compensation.

Members attending the Expo and Open House will be excused from the last teacher calendar day. Members taking leave for either Expo or Open House will be required to work half-day of the last teacher workday.

- 26.03 Satellite teachers will be required to follow their assigned school calendar and work day.

ARTICLE 27 **WORK ENVIRONMENT**

- 27.01 The Board shall comply with all required health and safety rules and regulations governing the maintenance and operation of the school buildings.

27.02 Bargaining unit members shall be responsible for reporting unsafe equipment to their Dean.

- A. The Dean shall evaluate the situation and take the appropriate steps to correct the matter.
- B. Should the bargaining unit member not be satisfied with the decision of the Dean, the bargaining unit member and the Union President shall request a conference with the Director of Compliance.
- C. The decision of the Director of Compliance may be appealed to the Superintendent for final disposition.

27.03 Bargaining unit members shall not direct students to operate equipment that has mutually been determined to be unsafe.

27.04 Bargaining unit members may be required to submit to post accident drug and alcohol testing as provided by ORC 4123.54 and board policy. Worker's Compensation claims may also be disallowed if the worker refuses to submit to testing.

ARTICLE 28 **SCHOOL CLOSINGS**

28.01 A calamity day shall be defined as a day when the Board, or its designated representative, determines it is necessary to close schools in the district for a reason beyond their control.

28.02 All members of the bargaining unit shall be subject to call for duty on days their particular school(s) are closed. It shall be the responsibility of the Superintendent or his/her designee to notify those members who are expected to report for duty either before or on the day the school(s) were closed. Members who are not so notified shall be excused from reporting to work on calamity days.

28.03 Members who are excused shall be reimbursed their regular rate of pay.

28.04 A member required to report for duty on a day that his/her school is closed shall be reimbursed one and one-half (1 1/2) times their regular daily rate of pay.

28.05 All members shall be expected to report for duty without additional compensation for all calamity days the district may be required to make up by the State Superintendent of Public Instruction or his/her designee provided said make-up days do not require the member to report for more duty days than required by his/her contract.

28.06 In the case of a statewide pandemic that results in a school closure ordered by the Governor or state officials, members may be required to work from home. Members will be required to follow the Board's policy regarding delivery of instruction models.

ARTICLE 29 **PREPARATION TIME**

29.01 Members of the bargaining unit shall be provided a planning period in accordance with the requirements of the State Board of Education Minimum Standards.

ARTICLE 30 **MATERIALS AND SUPPLIES**

30.01 The Board will provide supplies, materials and books in accordance with the requirements established by the State Board of Education Minimum Standards.

30.02 Members shall not be required or expected to provide personal property for school use.

ARTICLE 31 **ADDITIONAL TIME BEYOND THE NORMAL WORK DAY**

31.01 The Board shall provide additional time for educational programs, which require additional hours beyond the normal workday within the school calendar. This does not include youth activities, weekends or summer activities. (Refer to Article 36)

31.02 The instructor will be able to request additional time in 1-hour increments beyond the normal workday. All members must receive preapproval using an online form, and their request must be approved by their Dean and the Superintendent prior to working the time.

31.03 On overnight trips during the calendar year, additional hours will not be paid. A stipend of \$79.00 per night will be paid to bargaining unit members supervising on an overnight activity/trip.

31.04 The length of additional time is based on individualized program needs; however, administration has the right to manage by approving or denying each request due to various factors.

31.05 Members on additional time will follow reimbursement guidelines in accordance with the terms of this agreement.

31.06 Members must complete time sheets bi-weekly and will receive payment bi-weekly.

ARTICLE 32
TEACHING ASSIGNMENT DURING PLANNING PERIOD

32.01 The Board of Education will issue a supplemental contract to each bargaining unit member assigned to teach in the option program and, who as the result of said assignment is denied a planning period during pupil contact time.

The member shall be paid \$1,740.00 per semester/\$3,480.00 per year in 2020-2021.

Each eligible member shall be reimbursed at the conclusion of each semester in a check separate from his/her regular paycheck.

32.02 When a teacher is absent on approved leave for a total of five (5) days in a semester, the teacher will be paid for the number of planning and conferences periods actually worked per semester.

ARTICLE 33
SUBSTITUTE TEACHING ASSIGNMENT DURING PLANNING PERIOD

33.01 A building Dean may assign a member to assume the responsibilities of teaching class during his/her planning period, provided that every reasonable attempt has been unsuccessful in securing a substitute. The member will be responsible for submitting a time sheet prescribed by the Board at the end of each day to the Dean noting the periods taught. Members will be paid \$20.25 per period.

ARTICLE 34
TRAVEL REIMBURSEMENT

34.01 Members whose assignment necessitates travel shall, if they use their own automobile and if approved by the appropriate administrator, be reimbursed for the travel at the established IRS rate that is in effect at the time the travel occurs.

34.02 The Gallia-Jackson-Vinton JVS Travel Expense Form shall be submitted by the end of each month to the Treasurer's Office in order for the employee to be reimbursed on or before the fifteenth (15th) day of the following month. Travel forms not so submitted shall be granted a one-month grace period only, after which, a loss in reimbursement will result for the specific month the form is due.

ARTICLE 35
TUITION REIMBURSEMENT

35.01 Subject to the limitations stated below, the Board shall reimburse members up to \$125 per semester hour for an undergraduate college course and up to \$250 per semester hour for graduate coursework in the teacher member's area of certification and assignment offered by an accredited college or university, and, at

a like rate for equivalent courses in the area of certification of a teacher of career technical education and approved by the Superintendent. The Board shall pay tuition up to \$1250 for Buckeye Hills Adult Education courses or programs annually. All requests for reimbursement shall be submitted to the Superintendent for prior approval.

35.02 Payment to the member or Buckeye Hills Adult Education will be made within thirty (30) days of providing evidence of satisfactory completion of the course.

35.03 Limitations

- A. The teacher must complete the next school year as a teacher in the district. If a teacher fails to satisfy this teaching obligation, the amount for which that teacher has been reimbursed improperly under the preceding sentence shall be immediately due and payable to the district.
- B. Coursework must be scheduled at times that do not interfere with normal duties during the workday of the teacher.
- C. The teacher must present proof of satisfactory completion of the course to the Treasurer. Proof of satisfactory completion of the course shall consist of: 1) The official transcript from the college, university or sponsoring organization; or 2) official grade slip showing the final course grade; or 3) a letter from the college registrar's office confirming the actual completion of the course.
- D. Reimbursement shall occur for a maximum of ten (10) semester hours per teacher taken within any twelve (12) month period.
- E. A teacher is eligible for this provision only after obtaining a five (5) year license.
- F. A grade level of C or above must be attained and on the transcript before reimbursement can be made.

ARTICLE 36
STIPEND

36.01 A stipend of \$279.00 per day will be paid to the full-time members of the bargaining unit for days worked other than the regular school calendar (weekends/summer) in relation to a youth activity, which is non-fundraising in nature and approved by the building administrator. A stipend of \$79.00 per night will be paid to bargaining unit members supervising on an overnight activity/trip.

- 36.02 Each instructor shall provide the leadership necessary to improve the quality of instruction, to develop student leadership, to enhance citizenship responsibilities and to provide youth activities directly related to their students' participation at the local, district, state and national levels. Upon the authorization of the Superintendent, if the sponsored and approved leadership or competitive event is held on days other than a regular school day and the teacher has students participating in said event, this stipend compensation policy shall apply.
- 36.03 The Board will apply for the Agriculture Education 5th Quarter grant each year. If granted, Agriculture teachers will be provided the grant funds in lieu of Article 36.01. These funds will cover summer activities including FFA Camps and Fairs.

ARTICLE 37 **COMMERCIAL DRIVERS LICENSE**

- 37.01 The Board agrees to pay the cost of all training and other related expenses of bargaining unit members required to obtain or renew a commercial driver's license, which is required to transport students to various class activities. License renewals must be submitted to the Superintendent no later than October 1 of each year to receive expense reimbursement.

ARTICLE 38 **USE OF PERSONAL AUTOMOBILE**

- 38.01 The Board will purchase supplemental liability insurance to cover employees transporting students in their vehicle, in case of an emergency, to and from Board authorized activities approved by an administrator. Insurance coverage shall be a minimum of \$300,000 per person bodily injury and personal property.
- 38.02 Employees transporting students in their vehicle, in case of an emergency, shall provide the appropriate administrator with the name(s) of the student(s) being transported, date, activity attending and location of the activity prior to leaving.
- 38.03 Employees authorized to travel shall be reimbursed according to Article 34.

ARTICLE 39 **COPIES OF THE CONTRACT**

- 39.01 The Agreement shall be available electronically. The Association shall assume the responsibility for printing the Agreement upon a Member's request. The cost of printing shall be shared equally by the Board and the Association.

ARTICLE 40
CONTRARY TO LAW PROVISION

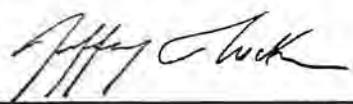
40.01 If any provision of this Agreement, or the application of any provision, shall be rendered or declared invalid, unlawful or not enforceable by any court action or by reason of any existing or subsequently enacted legislation, then such provision shall not be applicable, performed or enforced, but all remaining parts of this Agreement shall remain in full force and effect for the term of this Agreement.

ARTICLE 41
DURATION

41.01 Upon ratification by both parties, this Agreement shall become effective at 12:01 A.M. on July 1, 2020 and shall continue in full force and effect until midnight June 30, 2021.

41.02 This Agreement between the parties is attested to by the representatives whose signatures appear below.

FOR THE BOARD



6-30-20

(Date)

FOR THE ASSOCIATION



6-30-20

(Date)