

MASTER AGREEMENT

between the

**Wayne County JVS Education Association
(Certified Staff)**

and the

**Wayne County Joint Vocational School District
Board of Education
(Wayne County, Ohio)**

Effective July 1, 2020 – June 30, 2023

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ARTICLE 1 - RECOGNITION

- A.** The Wayne County Joint Vocational School District Board of Education, hereinafter "Board," does hereby recognize the as the exclusive representative of all full-time certified personnel in the appropriate unit as Wayne County Joint Vocational School Education Association, Inc., hereinafter "Association," certified by the State of Ohio, State Employment Relations Board, 6/28/1990, Case Number 90-REP-03-0047.
- B.** "Full-time" is defined to mean being scheduled to work at least thirty-five (35) hours per week for 120 days during the course of the school year (July 1 through June 30). Current bargaining unit members are grandfathered into the bargaining unit. Adult Continuing Education (ACE) staff whose positions are self-supporting and contingent upon tuition, grants, state funding and/or enrollment will be excluded from the bargaining unit.
- C.** Bargaining unit members have the right to join, participate in, and legally assist the Association, and the right to refrain from such. Membership shall not be a prerequisite for employment or the continuation of employment.
- D.** The Board and the Association, through their respective representatives, shall negotiate on wages, benefits, hours, terms, and other conditions of employment and the continuation, modification, or deletion of an existing provision of the Collective Bargaining Agreement with the intention of reaching an agreement, or to resolve questions arising under the agreement.

ARTICLE 2 - DUES DEDUCTIONS

- A.** Any bargaining unit member employed full-time by the Board, who is a member of the Association shall submit written authorization to the Association Treasurer to have her/his Association dues deducted through a payroll deduction plan set up by the Treasurer's Office. The Association shall present, in writing, to the Board Treasurer the amount to be deducted for dues by September 10 of each year by name or within sixty (60) days of employment, whichever is earliest. Deductions shall be equally made over the remaining pays in the contract year. Once initiated, dues deduction authorization shall be continuous, unless revoked by the employee according to the terms of this Agreement. The Association shall hold the Board harmless for any matter regarding collection of dues.
- B.** Payroll deduction authorization shall be irrevocable, except that authorization may be withdrawn if submitted during a period of fifteen (15) days ending September 15 of each year. If dues deduction is not revoked during such period, it shall continue for the remainder of that membership year. Copies of all revocations shall be made available to the Association Treasurer and Board Treasurer.
- C.** A member who wishes to cancel payroll deduction of dues may do so by notifying the Association Treasurer and District Treasurer, in writing, not less than two (2) weeks prior to the effective date of the payroll change.
- D.** Any questions concerning a bargaining unit member's rights under this Article shall be directed to the Association Treasurer.

E. ASSOCIATION OF CAREER AND TECHNICAL EDUCATION (ACTE)

1. Any bargaining unit member employed full-time by the Board may elect to pay the dues for ACTE through a payroll deduction plan set up in the Treasurer's Office. Deductions shall be equally made over thirteen (13) pays beginning in January.
2. For any certified staff members new to the District: ACTE dues will be paid in full by the Board during their first year of employment to the District, and costs associated with attending the Ohio ACTE annual meeting will be paid in full by the Board.
3. For the duration of the July 1, 2020 through June 30, 2023 Master Agreement, the Board shall pay all ACTE and Ohio ACTE dues through its institutional membership. Division dues are the responsibility of the member.

ARTICLE 3 - PROCEDURES FOR CONDUCTING NEGOTIATIONS

A. Negotiating Teams

The Board, or designated representative(s) of the Board, will meet with representatives designated by the Association for the purpose of discussion and reaching a mutually satisfactory agreement. All negotiations shall be conducted exclusively between said teams. If an Interest-Based Bargaining (IBB) method is not used, each negotiating team shall be limited to five (5) members, one of whom will be designated the spokesperson for their respective team. Either side may choose to have an Attorney/Consultant at the table and designated as spokesperson. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representative shall be clothed with all the necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

B. Submission of Issues/Questions

Issues/Questions proposed for negotiations will be submitted in writing by the Association to the Superintendent or his/her designated representative, and by the Superintendent to the Association President, on or before December 15 of the last year of the Contract. A mutually convenient meeting date shall be set and negotiations shall begin no later than January 15 unless both parties agree to a later date. Prior to beginning the negotiations, the Superintendent, or his/her designated representatives, and the representatives of the Association shall cooperatively develop and adopt an agenda listing those issues that shall be negotiated. Upon adoption of said agenda, no issues shall be added to the agenda for negotiations without the mutual consent of the Superintendent, or his/her designated representatives, and the representatives of the Association.

C. Negotiation Procedures

The Board's team shall meet at mutually agreed upon places and times with the Association's team for the purpose of affecting an exchange of facts, opinions, proposals, and counterproposals in an effort to reach mutual understanding and agreement. The Board will make the facilities of the Wayne County Joint Vocational School District available for negotiation meetings at no cost. However, either party may request that negotiations be conducted at a mutually acceptable neutral meeting site. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other. Following the initial meetings, as described in Section B, above, such additional meetings shall be held, as the parties may require, to reach an understanding on the

issue(s), or until an impasse is reached. Refer to Section H for Impasse Procedures. Prior to the completion of each negotiation session, a mutually agreeable time, place, and date shall be set for the next negotiation session.

D. Caucus

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

E. Exchange of Information

Prior to and during the period of negotiations, the Board and the Association agree to provide each other, upon written request, all regularly and routinely prepared information concerning the issue(s) under consideration.

F. Progress Reports

The parties agree that during the period of negotiations and prior to reaching an agreement to be submitted to the Board and the Association, the proceedings of the negotiations shall not be released to the media unless such an issuance has the prior approval of both parties.

G. Reaching Agreement

1. As tentative agreement is reached on each issue, it shall be so noted and initialed by each party. When consensus is reached covering the areas under discussion, the proposed agreement shall be reduced to writing as a tentative agreement and submitted to the Association and the Board for approval. The Association and the Board agree to abide by the terms of the agreement and to take the necessary action to advise their respective members of the terms of the agreement in the manner they see fit.
2. The Board and the Association shall equally share in the cost of printing the Master Agreement in sufficient numbers and in an 8.5" x 11" size for all members of the Association, Administration and the Board, plus twenty-five (25) additional copies for the Board in an 8.5" x 11" format. As new bargaining unit members are hired, the Administration shall provide such persons, upon employment, with a copy of the applicable Master Agreement.

H. Impasse Procedures

1. If, fifty (50) calendar days before the expiration of the existing Agreement, the parties are unable to reach an agreement, either party may request the State Employment Relations Board (SERB) to intervene. The request shall set forth the names and addresses of the parties, the issues involved, and the expiration date of the Agreement.
2. If an impasse exists forty-five (45) calendar days before the expiration of the Agreement, SERB shall appoint a mediator to assist the parties in the bargaining process.
3. If the mediator after assisting the parties advises SERB that the parties have reached an impasse, or not later than thirty-one (31) calendar days prior to the expiration of the agreement, SERB shall appoint within one (1) calendar day a fact-finding panel of not more

than three (3) members who have been selected by the parties in accordance with rules established by SERB, from a list of qualified persons maintained by SERB.

- a. The fact-finding panel shall, in accordance with rules and procedures established by SERB that include the regulation of costs and expenses of fact-finding, gather facts and make recommendations for the resolution of the matter. SERB shall by its rules require each party to specify in writing the unresolved issues and its position on each issue to the fact-finding panel. The fact-finding panel shall make final recommendations as to all the unresolved issues.
 - b. SERB may continue mediation, order the parties to engage in collective bargaining until the expiration date of the Agreement, or both.
4. The following guidelines apply to fact-finding:
- a. The fact-finding panel may establish times and places of hearings which shall be, where feasible, in the jurisdiction of the State.
 - b. The fact-finding panel shall conduct the hearing pursuant to the rules established by SERB.
 - c. Upon request of the fact-finding panel, SERB shall issue subpoenas for hearings conducted by the panel.
 - d. The fact-finding panel may administer oaths.
 - e. SERB shall prescribe guidelines for the fact-finding panel to follow in making findings. In making its recommendations, the fact-finding panel shall take into consideration those applicable factors listed in Divisions (G)(7) (a) to (f) of Section 4117.14 of the Ohio Revised Code.
 - f. The fact-finding panel may attempt mediation at any time during the fact-finding process. From the time of appointment until the fact-finding panel makes a final recommendation, it shall not discuss the recommendations for settlement of the dispute with the parties other than with the direct parties to the dispute.
5. The fact-finding panel, acting by a majority of its members, shall transmit its findings of fact and recommendations on the unresolved issues to the Board and the Association and to SERB no later than fourteen (14) calendar days after the appointment of the fact-finding panel, unless the parties mutually agree to an extension. The State shall pay one-half (1/2) the cost of the fact-finding panel. The parties each shall pay one-half (1/2) of the remaining costs.
6. Not later than seven (7) calendar days after the findings and recommendations are sent, the Board by a three-fifths (3/5) vote of its total membership, and the Association's membership by a three-fifths (3/5) vote of its total membership, may reject the recommendations. If neither rejects the recommendations, the recommendations shall be deemed agreed upon as the final resolution of the issues submitted and an Agreement shall be executed between the parties, including the fact-finding panel's recommendations except as otherwise modified by the parties by mutual agreement. If either the Board or the Association rejects the recommendations, SERB shall publicize the findings of fact and recommendations of the

fact-finding panel. SERB shall adopt rules governing the procedures and methods for the Association to vote on the recommendations of the fact-finding panel.

7. If the parties are unable to reach agreement within seven (7) calendar days after the publication of findings and recommendations from the fact-finding panel or the Agreement has expired, then the Association shall have the right to strike under Chapter 4117 of the Ohio Revised Code provided that the Association has given a ten (10) calendar day prior written notice of an intent to strike to the Board and to SERB; however, SERB, at its discretion, may attempt mediation at any time.

ARTICLE 4 - RENEGOTIATIONS

On request of the Board or the Association, and upon mutual agreement, or following mandating action by the Ohio General Assembly, changes in Federal laws, changes in rules and regulations of the State Department of Education affecting any agreement or part thereof in effect, renegotiations shall occur on any or all of those parts of the agreement affected by such action.

ARTICLE 5 - PROTOCOL

No action to coerce or censor or penalize any negotiating participant shall be made or implied by any other member.

ARTICLE 6 - RESPONSIBILITIES AND DUTIES

- A. Bargaining unit members shall perform all duties described in their contract, in the Resource Manual, in Board Policy, and in their job description; and perform those duties and responsibilities in a professional manner.
- B. Each bargaining unit member, the Administration and Board shall perform and uphold the duties and responsibilities set forth in the Master Agreement.
- C. All staff will be provided an up-to-date job description for the area of their responsibility. Within sixty (60) days of the consummation of this successor agreement, a date stamped [within forty-eight (48) hours of modification] copy of an updated job description will be provided to the bargaining unit member as well as the Association President. The job description will be a specific list containing duties performed on a routine and regular basis. Changes to job descriptions for members of the bargaining unit shall be shared with the Association President and the member to whom the job description applies for review and input prior to adoption by the Board. Input from the member and the Association will be given consideration in changing a job description. After a job description is changed, the revised job description will be given to the member affected and the Association. Notification of Board approved changes to job descriptions will be made using an "all-staff" email alert and posted on the Intranet within 48 hours.

ARTICLE 7 - MANAGEMENT RIGHTS

- A. The Board, through its representatives, has the right: to determine matters of inherent managerial policy, such as programs, standards of service, overall budget, utilization of technology and

organizational structure; to direct, supervise, evaluate, and hire employees; to maintain efficiency and effectiveness, and determine methods and personnel for the conduct of operations; to suspend, discipline, demote, or discharge according to the negotiated agreement and/or State statute, or layoff, assign, schedule, promote or retain employees; to determine the adequacy of the work force; to determine the overall mission of the employer; to effectively manage the work force; and to carry out the mission of the Wayne County Joint Vocational School District as determined by the Board.

- B.** The Board's exercise of its management rights is limited solely by the terms of this Master Agreement.

ARTICLE 8 - ASSOCIATION RIGHTS

- A.** Have the use of school mailboxes/email without cost to the Association.
- B.** Association announcements may be made at regularly scheduled staff meetings at the conclusion of the administrative agenda or on the public address system after school is dismissed.
- C.** Faculty/Staff shall have exclusive use of the faculty work and break room designated for that purpose by the Administration.
- D.** Have the right to use the bulletin board in the faculty workroom, but not exclusively, for the purpose of posting Association information.
- E.** Typing and duplicating equipment may be used if materials and supplies are provided by the Association and use does not conflict with school operations.
- F.** An area suitable for use as a secure office shall be designated by the Administration for the exclusive use of the Association for the purpose of securing its permanent records. A master key to that area will be maintained in the Treasurer's Office for access as necessary, with the understanding that locked storage furniture (a file cabinet or desk) shall be maintained by the Association. This office is not to be utilized during Board paid time for the conduct of Association activities.

ARTICLE 9 - INDIVIDUAL RIGHTS

- A.** Responsibilities of qualified personnel are understood to mean the professional dispatch of duties and obligations as specified in this Agreement, Board Policy, the District's Resource Manual, and in the job description, and any adoptions thereof. A copy of any item placed in a bargaining unit member's permanent file will be provided to and clearly identified to the member at the time it is so placed.
- B.** A bargaining unit member shall have the right to view all materials within his/her personnel file during business hours by scheduling a time with the Superintendent's Office. The Superintendent or his/her designee shall be present at any such viewing. A member may request a copy of any or all items in the file, except those items that a member has waived his/her right to see prior to employment with the Board. The cost of any requested copy shall be the usual and customary charge. The member may have a representative present when viewing the file.

- C. A checklist of required employment documents will be prepared for each member's file. Prior to any document being placed in a bargaining unit member's file and after the effective date of this Agreement, the document shall be shown to the member. The member will initial and date the document to verify seeing the document. Such initialing and dating will not be construed as agreement with the item, only that item has been seen. The only exceptions to this provision will be annual salary notices, leave request forms, certification/licensure, certificates/licenses, college transcripts, and Workers' Compensation and Unemployment Compensation forms. Upon submitting required employment documents, the documents will be noted on the checklist sheet and initialed and dated by the employee. An employee will not incur costs to replace items required for employment that are misplaced subsequent to the checklist being initialed by the employee.
- D. Pursuant to the provisions of Chapter 1347 of the Ohio Revised Code, a bargaining unit member has the right to request that a document in his/her file be removed from the file because it is irrelevant, inaccurate, or untimely. Such a request will be directed to the Superintendent who will consider the request and advise the member of his/her decision within ninety (90) calendar days of the request.
- E. A bargaining unit member can, at any time, write a rebuttal or explanation statement for any item contained in his/her personnel file. The rebuttal will be attached to the item being rebutted.
- F. All documents included in a bargaining unit member's file, after the effective date of this Agreement, shall be dated and identifiable as to source.
- G. The bargaining unit member's personnel file shall contain all pertinent information regarding the member, including complaints, if any, except as is required by law to be maintained separately.
- H. Upon request, a bargaining unit member shall be made aware of any and all files containing information relative to him/her. If any material relating to a member is kept other than in his/her personnel file, such material shall be made available to the member upon request.
- I. Administrators may have a working evaluation file during the year of an employee's evaluation. This file may contain previous year's evaluations and may be a paper or electronic file. Any electronic files will be downloaded to a secure storage device in intervening years and placed in the employee's personnel file.
- J. This agreement recognizes the existence of a Resident Educator Program which shall be consistent with Ohio law. All full-time teachers with a Resident Educator License shall be enrolled and will participate in the program.

ARTICLE 10 - STAFF INFRACTIONS AND UNPROFESSIONAL BEHAVIOR

- A. In the event of an infraction by a bargaining unit member of the Board's rules as outlined in this document, the Board Policy Book, or Resource Manual, to include unprofessional behavior, it shall be the practice of the Board to apply this Agreement, statutes of the State, and the regulations of the District with equal consideration to each member. Unprofessional behavior includes, but is not limited to, failure to appropriately utilize complaint and grievance procedure for the purpose of resolving a dissatisfaction, disagreement, or alleged violation of the contract, as well as any and all acts of insubordination. Unprofessional behavior is subject to disciplinary action as outlined in this Agreement.

B. Disciplinary action shall consist of five (5) progressive steps and shall only be for just cause. It is understood that some acts or the severity of the act may itself warrant a second written warning, suspension, or discharge. In those cases, progressive discipline will not be followed.

First Step: Written Warning placed in personnel file.

Second Step: Second Written Warning placed in personnel file.

Third Step: Suspension of up to three (3) workdays with or without pay.

Fourth Step: Suspension of up to ten (10) workdays with or without pay.

Fifth Step: Discharge.

C. The disciplinary record at any of the first three (3) steps will be removed from the bargaining unit member's record two (2) years after being imposed, except when there is a reoccurrence of misconduct, the disciplinary record will be retained for two (2) years after the last occurrence. The disciplinary record at the fourth step shall be removed three (3) years after being imposed, except when there is a reoccurrence of misconduct, the disciplinary record will be retained for two (2) years after the last occurrence.

D. The following provisions apply beginning with the First Step:

1. All bargaining unit members will be given one (1) school day advanced written notice of such meeting.
2. All members shall have the right to representation of his/her choice, if available, at any disciplinary conference with the Administration. If the chosen representative is not available, then the member must select one who is available. The Administration may, likewise, have representation present.
3. All parties shall have the right to have an equal number of representatives present, as a witness(es), at any conference with the Administration. However, release for representation is limited per Article 11D.

ARTICLE 11 - GRIEVANCE PROCEDURE

A. Definitions

1. Complaint: Dissatisfaction or a disagreement involving a circumstance or condition. It may involve a bargaining unit member or members.
2. Complainant: Shall be an individual bargaining unit member acting on his/her own behalf or the Association acting on behalf of a member or members.
3. Grievance: Is an alleged violation of, misinterpretation of, or misapplication of the terms of this Contract.
4. Grievant: Shall be an individual bargaining unit member or the Association acting on behalf of bargaining unit members.

5. Days: Shall mean actual working days for complaint or grievance. Failure to meet the “days” requirement, in any part of this Section, will result in the automatic awarding or withdrawal of the grievance.
6. Rights of Complainant or Grievant: The lodging and resolving of grievances shall be the right of each bargaining unit member acting on his/her own behalf and the Association acting on the behalf of a member or members. However, the resolution of any complaint or grievance shall not be inconsistent with the terms of this Contract.

B. Complaint Procedure

1. Within twenty (20) working days of the time the complainant knew of the alleged dissatisfaction or disagreement, complainant shall make a written request for a meeting with the appropriate immediate supervisor in an attempt to resolve the problem. The written request shall clearly state whether the complainant is an individual bargaining unit member or the Association acting on behalf of a member or members.
2. The complainant shall discuss the complaint with the appropriate immediate supervisor who shall attempt to effect a solution. If the complainant is not satisfied with the solution, the complainant shall discuss the complaint with the Superintendent, who shall attempt to effect a solution. The decision of the Superintendent is expected to be the completion of the Complaint Procedure.
3. If the complaint is not initiated within twenty (20) working days from the time the complainant learned of the complaint, the complaint, and any subsequent right to grievance regarding the alleged dissatisfaction or disagreement are expressly waived by the complainant as an individual and the Association acting on behalf of a member or group of members.
4. At all levels of processing the complaint, all parties are encouraged to act as rapidly as possible. The Complaint Procedure is expected to be completed within twenty (20) working days.
5. This Complaint Procedure is to be used exclusively for complaints defined herein.

C. Grievance Procedure Steps

1. This procedure shall be initiated within thirty (30) working days of the time that the grievant knew or should have known of the event giving rise to the grievance.

a. Step 1

Within five (5) working days of the receipt of the Grievance Report Form (Form A), the immediate supervisor shall meet with the grievant. The immediate supervisor shall write a disposition of the grievance within five (5) working days after such meeting and return a copy to the grievant and the Superintendent. No records will be placed in any bargaining unit member’s file as a result of Step 1 of the procedure.

b. Step 2

If the grievant is not satisfied with the disposition of the grievance in Step 1, the grievant shall, within ten (10) working days of such disposition, submit Report Form

and disposition to the Superintendent who shall, within twenty (20) working days, meet with the grievant. Within twenty (20) working days of this meeting, the Superintendent shall write a disposition of the grievance and forward a copy to the grievant, the Association, and the immediate supervisor.

c. Step 3: Arbitration

- 1) If the grievant(s) is/are not satisfied with the written disposition of the grievance by the Superintendent or if no disposition has been made within twenty (20) working days after the date of filing with the Superintendent, whichever is later, the grievance may be submitted to arbitration.
- 2) The Superintendent or his/her designee and the Association President or his/her designee will meet within five (5) working days to attempt to mutually agree to an arbitrator. If the parties are unable to agree to an arbitrator, either party, individually or jointly, shall request a list of seven (7) names of experienced arbitrators from the American Arbitration Association (AAA).
- 3) Upon receipt of this list, the Superintendent or his/her designee and the Association President or his/her designee shall meet within ten (10) working days to select the arbitrator. The arbitrator shall be selected by alternately striking names, with the party who strikes the first name being determined by the flip of a coin. If either party or both of the parties find the list to be unacceptable, another list may be requested from the AAA. Upon the receipt of this final list, the arbitrator shall be selected in the above fashion by the alternate striking of names.
- 4) Upon selection of the arbitrator, a hearing date(s) shall be set pursuant to AAA administrative procedures and the hearing shall be conducted according to the arbitration rules of the AAA.
- 5) The arbitrator shall render his/her decision within thirty (30) days of the close of the hearing which shall be binding on all parties.
- 6) The arbitrator shall have no power to add to, subtract from or otherwise modify the terms and conditions of this negotiated agreement, nor shall the arbitrator be permitted to make a decision which is contrary to law.
- 7) The cost of the arbitrator will be paid by the Board if the decision is in favor of the grievant. If the decision is in favor of the Board, the Association or the grievant will pay the costs. If the decision favors both sides, which shall be stated by the arbitrator's decision report, then the cost of arbitration will be divided equally between both parties. All other costs shall be borne by the party incurring said costs.

D. Release from Duty

Named grievants and/or an Association representative shall be released from regular duties to attend meetings scheduled during work time in connection with the processing of any grievance.

ARTICLE 12 - SALARY

A. Index

YEARS	I/ BACH	II/BA +130SH	III/BA +140SH	IV/BA +150SH	V/ MAST	VI/MA +15GSH	VII/MA +30GSH
0	0.9600	0.9900	1.0250	1.0400	1.0550	1.0870	1.1190
1	1.0000	1.0300	1.0650	1.0800	1.0950	1.1270	1.1590
2	1.0440	1.0810	1.1160	1.1380	1.1520	1.1840	1.2160
3	1.0880	1.1320	1.1760	1.1960	1.2090	1.2410	1.2730
4	1.1320	1.1830	1.2180	1.2540	1.2660	1.2980	1.3300
5	1.1760	1.2340	1.2690	1.3040	1.3230	1.3550	1.3870
6	1.2200	1.2750	1.3100	1.3450	1.3800	1.4120	1.4440
7	1.2640	1.3160	1.3510	1.3860	1.4370	1.4690	1.5010
8	1.3080	1.3570	1.3920	1.4270	1.4940	1.5260	1.5580
9	1.3520	1.3980	1.4330	1.4680	1.5580	1.5830	1.6150
10	1.3960	1.4390	1.4740	1.5090	1.5990	1.6240	1.6560
11	1.4400	1.4800	1.5150	1.5500	1.6400	1.6650	1.6970
12	1.4840	1.5210	1.5560	1.5910	1.6810	1.7060	1.7380
13	1.5280	1.5620	1.5970	1.6320	1.7220	1.7470	1.7790
14	1.5720	1.6030	1.6380	1.6730	1.7630	1.7880	1.8200
15	1.6130	1.6440	1.6790	1.7140	1.8040	1.8290	1.8610
16	1.6540	1.6850	1.7200	1.7550	1.8450	1.8700	1.9020
17	1.6540	1.6850	1.7200	1.7550	1.8450	1.8700	1.9020
18	1.6540	1.6850	1.7200	1.7550	1.8450	1.8700	1.9020
19	1.6950	1.7260	1.7610	1.7960	1.8860	1.9110	1.9430
20	1.6950	1.7260	1.7610	1.7960	1.8860	1.9110	1.9430
21	1.7360	1.7670	1.8020	1.8370	1.9270	1.9520	1.9840
22	1.7360	1.7670	1.8020	1.8370	1.9270	1.9520	1.9840
23	1.7360	1.7670	1.8020	1.8370	1.9270	1.9520	1.9840
24	1.7360	1.7670	1.8020	1.8370	1.9270	1.9520	1.9840
25	1.7770	1.8080	1.8430	1.8780	1.9680	2.0000	2.0320
26	1.7770	1.8080	1.8430	1.8780	1.9680	2.0000	2.0320
27	1.7770	1.8080	1.8430	1.8780	1.9680	2.0000	2.0320
28	1.7770	1.8080	1.8430	1.8780	1.9680	2.0000	2.0320
29	1.8180	1.8490	1.8840	1.9190	2.0090	2.0340	2.0660

B. Salary Schedule: 2020 – 2021 - 2.0% increase

<u>Steps</u>	<u>I/BACH</u>	<u>II/BA</u> <u>+130SH</u>	<u>III/BA</u> <u>+140SH</u>	<u>IV/BA</u> <u>+150SH</u>	<u>V/MAST</u>	<u>VI/MA</u> <u>+15GSH</u>	<u>VII/MA</u> <u>+30GSH</u>
0	\$38,121	\$39,312	\$40,702	\$41,297	\$41,893	\$43,164	\$44,434
1	\$39,709	\$40,900	\$42,290	\$42,886	\$43,481	\$44,752	\$46,023
2	\$41,456	\$42,925	\$44,315	\$45,189	\$45,745	\$47,015	\$48,286
3	\$43,203	\$44,951	\$46,698	\$47,492	\$48,008	\$49,279	\$50,550
4	\$44,951	\$46,976	\$48,366	\$49,795	\$50,272	\$51,542	\$52,813
5	\$46,698	\$49,001	\$50,391	\$51,781	\$52,535	\$53,806	\$55,076
6	\$48,445	\$50,629	\$52,019	\$53,409	\$54,798	\$56,069	\$57,340
7	\$50,192	\$52,257	\$53,647	\$55,037	\$57,062	\$58,333	\$59,603
8	\$51,939	\$53,885	\$55,275	\$56,665	\$59,325	\$60,596	\$61,867
9	\$53,687	\$55,513	\$56,903	\$58,293	\$61,867	\$62,859	\$64,130
10	\$55,434	\$57,141	\$58,531	\$59,921	\$63,495	\$64,487	\$65,758
11	\$57,181	\$58,769	\$60,159	\$61,549	\$65,123	\$66,115	\$67,386
12	\$58,928	\$60,397	\$61,787	\$63,177	\$66,751	\$67,744	\$69,014
13	\$60,675	\$62,025	\$63,415	\$64,805	\$68,379	\$69,372	\$70,642
14	\$62,423	\$63,654	\$65,043	\$66,433	\$70,007	\$71,000	\$72,270
15	\$64,051	\$65,282	\$66,671	\$68,061	\$71,635	\$72,628	\$73,898
16	\$65,679	\$66,910	\$68,299	\$69,689	\$73,263	\$74,256	\$75,527
17	\$65,679	\$66,910	\$68,299	\$69,689	\$73,263	\$74,256	\$75,527
18	\$65,679	\$66,910	\$68,299	\$69,689	\$73,263	\$74,256	\$75,527
19	\$67,307	\$68,538	\$69,928	\$71,317	\$74,891	\$75,884	\$77,155
20	\$67,307	\$68,538	\$69,928	\$71,317	\$74,891	\$75,884	\$77,155
21	\$68,935	\$70,166	\$71,556	\$72,945	\$76,519	\$77,512	\$78,783
22	\$68,935	\$70,166	\$71,556	\$72,945	\$76,519	\$77,512	\$78,783
23	\$68,935	\$70,166	\$71,556	\$72,945	\$76,519	\$77,512	\$78,783
24	\$68,935	\$70,166	\$71,556	\$72,945	\$76,519	\$77,512	\$78,783
25	\$70,563	\$71,794	\$73,184	\$74,574	\$78,147	\$79,418	\$80,689
26	\$70,563	\$71,794	\$73,184	\$74,574	\$78,147	\$79,418	\$80,689
27	\$70,563	\$71,794	\$73,184	\$74,574	\$78,147	\$79,418	\$80,689
28	\$70,563	\$71,794	\$73,184	\$74,574	\$78,147	\$79,418	\$80,689
29	\$72,191	\$73,422	\$74,812	\$76,202	\$79,775	\$80,768	\$82,039

Salary Schedule: 2021 – 2022 – 2.0% increase

<u>Steps</u>	<u>I/BACH</u>	<u>II/BA +130SH</u>	<u>III/BA +140SH</u>	<u>IV/BA +150SH</u>	<u>V/MAST</u>	<u>VI/MA +15GSH</u>	<u>VII/MA +30GSH</u>
0	\$38,883	\$40,098	\$41,516	\$42,123	\$42,731	\$44,027	\$ 45,323
1	\$40,503	\$41,718	\$43,136	\$43,743	\$44,351	\$45,647	\$46,943
2	\$42,285	\$43,784	\$45,201	\$46,092	\$46,659	\$47,956	\$49,252
3	\$44,067	\$45,849	\$47,632	\$48,442	\$48,968	\$50,264	\$51,560
4	\$45,849	\$47,915	\$49,333	\$50,791	\$51,277	\$52,573	\$53,869
5	\$47,632	\$49,981	\$51,398	\$52,816	\$53,585	\$54,882	\$56,178
6	\$49,414	\$51,641	\$53,059	\$54,477	\$55,894	\$57,190	\$58,486
7	\$51,196	\$53,302	\$54,720	\$56,137	\$58,203	\$59,499	\$60,795
8	\$52,978	\$54,963	\$56,380	\$57,798	\$60,511	\$61,808	\$63,104
9	\$54,760	\$56,623	\$58,041	\$59,458	\$63,104	\$64,116	\$65,412
10	\$56,542	\$58,284	\$59,701	\$61,119	\$64,764	\$65,777	\$67,073
11	\$58,324	\$59,944	\$61,362	\$62,780	\$66,425	\$67,437	\$68,734
12	\$60,106	\$61,605	\$63,023	\$64,440	\$68,086	\$69,098	\$70,394
13	\$61,889	\$63,266	\$64,683	\$66,101	\$69,746	\$70,759	\$72,055
14	\$63,671	\$64,926	\$66,344	\$67,762	\$71,407	\$72,419	\$73,715
15	\$65,331	\$66,587	\$68,005	\$69,422	\$73,067	\$74,080	\$75,376
16	\$66,992	\$68,248	\$69,665	\$71,083	\$74,728	\$75,741	\$77,037
17	\$66,992	\$68,248	\$69,665	\$71,083	\$74,728	\$75,741	\$77,037
18	\$66,992	\$68,248	\$69,665	\$71,083	\$74,728	\$75,741	\$77,037
19	\$68,653	\$69,908	\$71,326	\$72,743	\$76,389	\$77,401	\$78,697
20	\$68,653	\$69,908	\$71,326	\$72,743	\$76,389	\$77,401	\$78,697
21	\$70,313	\$71,569	\$72,986	\$74,404	\$78,049	\$79,062	\$80,358
22	\$70,313	\$71,569	\$72,986	\$74,404	\$78,049	\$79,062	\$80,358
23	\$70,313	\$71,569	\$72,986	\$74,404	\$78,049	\$79,062	\$80,358
24	\$70,313	\$71,569	\$72,986	\$74,404	\$78,049	\$79,062	\$80,358
25	\$71,974	\$73,229	\$74,647	\$76,065	\$79,710	\$81,006	\$82,302
26	\$71,974	\$73,229	\$74,647	\$76,065	\$79,710	\$81,006	\$82,302
27	\$71,974	\$73,229	\$74,647	\$76,065	\$79,710	\$81,006	\$82,302
28	\$71,974	\$73,229	\$74,647	\$76,065	\$79,710	\$81,006	\$82,302
29	\$73,634	\$74,890	\$76,308	\$77,725	\$81,371	\$82,383	\$83,679

Salary Schedule: 2022 – 2023 – 2.0%

Steps	<u>I/BACH</u>	<u>II/BA</u> <u>+130SH</u>	<u>II/BA</u> <u>+140SH</u>	<u>IV/BA</u> <u>+150SH</u>	<u>V/MAST</u>	<u>VI/MA</u> <u>+15GSH</u>	<u>VII/MA</u> <u>+30GSH</u>
0	\$39,660	\$40,900	\$42,346	\$42,966	\$43,585	\$44,907	\$46,229
1	\$41,313	\$42,552	\$43,998	\$44,618	\$45,238	\$46,560	\$47,882
2	\$43,131	\$44,659	\$46,105	\$47,014	\$47,593	\$48,915	\$50,237
3	\$44,949	\$46,766	\$48,584	\$49,410	\$49,947	\$51,269	\$52,591
4	\$46,766	\$48,873	\$50,319	\$51,807	\$52,302	\$53,624	\$54,946
5	\$48,584	\$50,980	\$52,426	\$53,872	\$54,657	\$55,979	\$57,301
6	\$50,402	\$52,674	\$54,120	\$55,566	\$57,012	\$58,334	\$59,656
7	\$52,220	\$54,368	\$55,814	\$57,260	\$59,367	\$60,689	\$62,011
8	\$54,037	\$56,062	\$57,508	\$58,954	\$61,722	\$63,044	\$64,366
9	\$55,855	\$57,756	\$59,202	\$60,647	\$64,366	\$65,398	\$66,720
10	\$57,673	\$59,449	\$60,895	\$62,341	\$66,059	\$67,092	\$68,414
11	\$59,491	\$61,143	\$62,589	\$64,035	\$67,753	\$68,786	\$70,108
12	\$61,308	\$62,837	\$64,283	\$65,729	\$69,447	\$70,480	\$71,802
13	\$63,126	\$64,531	\$65,977	\$67,423	\$71,141	\$72,174	\$73,496
14	\$64,944	\$66,225	\$67,671	\$69,117	\$72,835	\$73,868	\$75,190
15	\$66,638	\$67,919	\$69,365	\$70,810	\$74,529	\$75,561	\$76,883
16	\$68,332	\$69,612	\$71,058	\$72,504	\$76,222	\$77,255	\$78,577
17	\$68,332	\$69,612	\$71,058	\$72,504	\$76,222	\$77,255	\$78,577
18	\$68,332	\$69,612	\$71,058	\$72,504	\$76,222	\$77,255	\$78,577
19	\$70,026	\$71,306	\$72,752	\$74,198	\$77,916	\$78,949	\$80,271
20	\$70,026	\$71,306	\$72,752	\$74,198	\$77,916	\$78,949	\$80,271
21	\$71,719	\$73,000	\$74,446	\$75,892	\$79,610	\$80,643	\$81,965
22	\$71,719	\$73,000	\$74,446	\$75,892	\$79,610	\$80,643	\$81,965
23	\$71,719	\$73,000	\$74,446	\$75,892	\$79,610	\$80,643	\$81,965
24	\$71,719	\$73,000	\$74,446	\$75,892	\$79,610	\$80,643	\$81,965
25	\$73,413	\$74,694	\$76,140	\$77,586	\$81,304	\$82,626	\$83,948
26	\$73,413	\$74,694	\$76,140	\$77,586	\$81,304	\$82,626	\$83,948
27	\$ 73,413	\$74,694	\$76,140	\$77,586	\$81,304	\$82,626	\$83,948
28	\$73,413	\$74,694	\$76,140	\$77,586	\$81,304	\$82,626	\$83,948
29	\$75,107	\$76,388	\$77,834	\$79,280	\$82,998	\$84,031	\$85,353

- C. The salary schedule reflects a 184-day bargaining unit member's work year. The 20th step of the salary schedule shall be the maximum used to figure extended time.

D. Training Classification

1. Class I (Bachelors Degree or Equivalent)

A bargaining unit member who possesses a Bachelors Degree shall be placed in Class I. Members without a Bachelors Degree or equivalent, who are eligible for their initial Ohio Career Technical License in their assigned area, shall be placed in Class I.

2. Class II (Bachelors Degree With 130 Semester Hours)

A bargaining unit member who possesses a Bachelors Degree with 130 semester hours of credit shall be placed in Class II. Members without a Bachelors Degree, who have an Ohio Professional Career Technical License in their assigned area, shall be placed in Class II.

3. Class III (Bachelors Degree With 140 Semester Hours)

A bargaining unit member who possesses a Bachelors Degree with 140 semester hours of credit shall be placed in Class III. Members without a Bachelors Degree, who have an Ohio Professional Career Technical License in their assigned area with 40 semester hours of college and/or university credit, shall be placed in Class III.

4. Class IV (Bachelors Degree With 150 Semester Hours)

A bargaining unit member who possesses a Bachelors Degree with 150 semester hours of credit shall be placed in Class IV. Members without a Bachelors Degree, who have at least an Ohio Professional Career Technical License in their assigned area with 60 semester hours of college and/or university credit, shall be placed in Class IV.

5. Class V (Masters Degree)

A bargaining unit member who possesses a Masters Degree shall be placed in Class V. Career Technical bargaining unit members whose work experience qualifies them to teach in their assigned area, who have an Ohio Professional Career Technical Certificate/License and having obtained a Bachelors Degree after initial hire in a related field of study as determined only by the Superintendent, shall be placed in Class V.

6. Class VI (Masters Degree + Fifteen (15) Graduate Semester Hours)

A bargaining unit member with a Masters Degree plus fifteen (15) graduate semester hours shall be placed in Class VI. Members having a Masters + ten (10) graduate semester hours prior to July 1, 2005 shall continue in Class VI.

7. Class VII (Masters Degree + Thirty (30) Graduate Semester Hours)

A bargaining unit member with a Masters Degree plus thirty (30) graduate semester hours shall be placed in Class VII.

E. Salary Schedule Placement

The Superintendent shall evaluate all previous training experiences prior to making a recommendation for placement on the salary schedule. However, a maximum to ten (10) years of experience in public schools (or equivalent), or five (5) years of military service, or a ten (10) year combination of the two (2), shall be transferable.

1. A year for year recognition shall be allowed on the salary schedule for full-time teaching in other school systems; a year of experience must consist of at least 120 days under a teacher's contract. All years of active military service in the armed forces of the United States, as defined in Ohio Revised Code 3307.02, to a maximum of five (5) years, shall be given on the salary schedule. Active military service of eight continuous months or more in the armed forces shall be counted as a full year. Maximum allowable experience recognized regardless of the nature of experience will be ten (10) years.
2. Bargaining unit members coming to Wayne County Joint Vocational School District directly from business and industry will be allowed credit for full-time work experience and military service under the following regulations:
 - a. Five (5) years of apprenticeship, journeyman, or equivalent training in the CTE area to be taught, approved by the State Department of Education, shall qualify the applicant for employment at the Bachelors Degree level.
 - b. In determining the years of experience for a bargaining unit member in a Career Technical area, each year of work experience above the apprenticeship level shall be accepted in lieu of teaching experience, except that the initial five (5) years that were accepted as teaching experience. All work experience must have been directly related to the specific CTE field in which the person is to teach. If the total time in years involves a fraction of eight (8) calendar months or more, such fraction shall be credited as a year of experience. No non-educational work experience will be used to move down on the salary schedule that was required to be certified in a specific CTE area.
 - c. All years of active military service in the Armed Forces of the United States as defined in Ohio Revised Code 3307.02, to a maximum of five (5) years, shall be given on the salary schedule. Active military service of eight (8) continuous months or more in the armed forces shall be counted as a full year.
 - d. Maximum allowable experience recognized regardless of the nature of the experience will be ten (10) years above the years of experience needed to qualify for employment.
 - e. All work experience, college credit, or other training needed to meet the minimum requirements for initial employment and/or certification may not be used to advance on the salary schedule.

Note: Career Technical bargaining unit members who needed a Bachelors Degree or certain amount of work experience, or a combination of the two (2), to receive their initial teaching.
3. Seniority (experience) shall be lost when an employee retires or resigns.

F. Supplemental Contracts

1. An annual notification of supplemental openings listing the criteria, if any, and expectations for each position will be posted for application.
2. Candidates who apply for a position will be granted an interview for the position.
3. After the selection of the successful candidate is made, the candidates will be notified of the decision and the basis for the decision.
4. When the Board decides to fill the following supplemental positions, the compensation shall be determined based upon the dollar amounts listed or by applying the listed percentages to the Class 1, Step 1 Base, as appropriate:

Supplemental A

Banquets*	\$100.00/Event
Breakfast Banquets*	\$50.00/Event
CTSO Competition Chaperone with supervisor approval & full participation in the event for unscheduled hours. CTSSO district advisors are not eligible.	\$50/Regional \$75 State \$200/National
Parking Lot	\$12.00 Hour
Supplement for Extra Prep	\$500.00 full year/\$250.00 half year
Weekday School Monitor	\$12.00/Hour

*For work performed outside the school day.

Supplemental B

BPA District Advisor	1.5%
CTE Teachers with more than 25 students in a level. Career Technical Instructors that request more than 25 students to be scheduled in their lab will be eligible for a 0.75% per student supplemental for each student over 25 based on the October count week, with supervisor approval.	0.75% per student above 25 students
Curriculum Development	2.5%
Diversity	1.0%
Dual Enrollment Teacher Incentive	1.5%
Educators Rising	2.0%
EPEC Chairperson	1.5%
FCCLA District Advisor	2.0%
FFA District Advisor	3.5%
FFA District Assistant	1.5%
HOSA District Advisor	3.0%
HSTW Committee Chairpersons [paid from HSTW funds]	2.0%/Committee

HSTW Leader Assistant 2.0%

Instructional Minutes beyond 241 Minutes:

Effective 2015 – 2016, X-Option = 12.0% + 0.75% per Student beginning at 30 Students; \$ CAP at 42 students

Teachers with licensed teaching assistants will only receive 25% of the X-Option pay. See Appendix D.

KEY Club	2.5%
LPDC Chairperson	1.5%
Master Teacher Reviewer	\$40.00/Review
Mentor	3.0% each
National Honor Society Advisor	2.5%
Prom Advisor	2.5%
SAVE/SADD	0.5%
SkillsUSA District Advisor	3.5%

[During Regional Competition held at WCSCC, an additional 2.0% will be paid.]

SkillsUSA District Assistant	1.5%
STAR	1.0%
Student Ambassador Advisor	5.0%
Tech Prep Coordinator	2.0%
Social Media Editor	2.5%
Wellness Chairperson	1.5%
[paid from Wellness Rotary Account]	
Yearbook Advisor	2.5%

Supplemental C

Dean of Students (only available for Dean of Students position, 30 minutes before & 30 minutes after student day) 8.0%

Department Chairpersons	4.0% + 1 Period or 6.0% if No Period
HSTW Leader [paid from HSTW Funds]	4.0% + 1 Period or 6.0% if No Period
Resident Educator Coordinator	5.0% + 1 Period or 7.0% if No Period

1. Qualified bargaining unit members will be given first priority when supplemental positions are to be filled.
2. Part-time positions will be open first to current bargaining unit members as supplementals.
3. In the event the Board decides to create an additional supplemental contract position, the compensation for that position will be determined by the Superintendent and the Association President.

G. Certified Salary Schedule – Hourly [This schedule is not additional pay for assigned duties; see Article 15 – Teaching Day.]

Tutors		
Step	Bachelor	Master
0	\$21.18	\$23.27
1	\$22.06	\$24.16
2	\$23.03	\$25.41
3	\$24.00	\$26.67
4	\$24.97	\$27.93
5	\$25.94	\$29.19
6		\$30.44
7		\$31.70
8		\$32.96

70% of the hourly rate (salary/180/7) of step 1 for initial year for each classification (Class I & Class V).

ARTICLE 13 - STRS PICK-UP

The bargaining unit member's share of retirement will be sheltered by the Board.

- A. The amount to be picked-up and paid on behalf of each bargaining unit member shall be that percentage required by law of the bargaining unit member's compensation. The bargaining unit member's annual compensation shall be reduced by an amount equal to the amount picked-up and paid by the Board.
- B. The Board will pick-up and pay one and one-half percent (1.5%) of each bargaining unit member's total annual compensation directly to the State Teachers Retirement System.

ARTICLE 14 - COMMITTEES **

The Classified Staff Committee, Employee Performance Evaluation Committee (EPEC), Faculty Advisory Committee (FAC), Local Professional Development Committee (LPDC), and Wellness/Benefits Committees will use the following guidelines:

- A. Bargaining Unit Membership on committees will be appointed by the Association President or designee and Administrative Membership on Committees will be appointed by the Superintendent or designee.
- B. Committees will make recommendations to the Administration.
- C. Committees will determine their internal governance consistent with any contractual requirements.
- D. Committee recommendations should not conflict with any of the provisions of the negotiated agreement.
- E. Committees shall prepare a meeting summary.

1. The written meeting summary is to be done by a member of the committee. This may be done as a rotating assignment.
2. The meeting summary should include a list of attendees, whether recommendations were made, information provided, or issues were discussed without resolution.
3. Prior to dissemination, all meeting summaries shall be approved by the committee.
4. The meeting summary template and meeting summaries will be posted on the WCSCC Intranet.

****See Appendix "C"**

ARTICLE 15 - TEACHING DAY

- A. The teaching day shall be set at seven (7) hours [8:00 AM to 3:00 PM] minus a 30-minute duty free lunch.
 1. In addition to the normal teaching day, staff will be required to attend meetings and events each school year arranged by the Administration that do not exceed a combined total of nine (9) hours for the year. The meeting dates and the event dates will be established for the year by September 1. Monthly meetings will not exceed one hour in duration. There may be up to two events each school year approved jointly by the Association and Administration through the Labor Management Committee. Required attendance cannot exceed two hours per event. The Association and Board will provide written confirmation of these events to all bargaining unit members.
 2. The Administration will have ninety (90) minutes per school year in which to hold urgent meetings for staff for the purpose of sharing information critical to staff.
 - a. Meetings called under A2 of this Article shall not be subject to disciplinary action when a staff member gives prior notice to the Administration that they are unable to attend the called meeting.
 - b. Rather than call a meeting under A2, the Administration, when possible, will use E mail, handouts, and other forms of communication to share information with staff.
 - c. Meetings called under A2 shall not exceed thirty (30) minutes.
 - d. A minimum of three (3) common planning times for teachers will be provided during the school year.
 3. Staff assigned to programs provided for students in associated districts will follow the schedule of the assigned district. Hours for some faculty must necessarily be worked to accommodate their program needs rather than the 8:00 AM to 3:00 PM shown above. All high school classroom teachers shall be provided a minimum of forty-seven (47) minutes of planning time per day or two hundred thirty-five (235) minutes per week. "Planning time" shall be defined to mean time spent in the act of professional preparation to conduct instructional activities. Bargaining unit members may be assigned by the Administration to

assist with school-wide promotional activities such as, but not limited to, 8th Grade Tours. High school classroom teachers may be assigned additional school duties so long as a 30-minute duty free and unrestricted lunch and at least one (1) 47-minute prep period are provided. A survey will be distributed annually for staff to indicate their preferences for duties. Reasonable attempts will be made by the Administration to equitably distribute duties and, if feasible, duties will be rotated. Sample duties may include: study hall, lunch room, Student Assistance Center tutoring, in-school extra help tutoring. The Association President will be given notice whenever there is a change in the duty list or responsibility assigned.

4. Notwithstanding any other provision to the contrary in this Article, the teaching day may be staggered and starting and end times for individual teachers may be modified by the addition of a zero period with agreement of both the teacher affected and the administration.

B. Student Load/Preps

1. High school class size shall be limited to thirty (30) students per class when classroom space is environmentally conducive to thirty (30) students. Class size for Career Technical Education (CTE) instructors may be limited to twenty-five (25) students per class. Career Technical Instructors may request more than 25 students in their class per Article 12.H.
2. No High School Academic teacher shall have a student load that exceeds one hundred fifty (150) students in five (5) instructional periods.
3. No High School English teacher shall have a student load that exceeds one hundred twenty-five (125) students in five (5) instructional periods.
4. If a Modified Curriculum teacher has a Modified Curriculum instructional period with more than fifteen (15) students, assistance will be provided.
5. When a Modified Curriculum class has multiple students requiring significant one-on-one time and no “follow along” aide is provided, the teacher may request consideration for an instructional aide.
6. Academic and CTE instructors will be assigned no more than two hundred forty-one (241) minutes of instruction per day unless supplemental is received as outlined in the supplemental schedule.
7. All Academic and CTE instructors shall be responsible for no more than three (3) preps per day.
8. Notwithstanding any other provision to the contrary in this Article, a teacher may agree to teach a sixth period without additional compensation if it is in lieu of a duty period. This provision shall not apply or be available to teachers in the resident educator program.

- C. The number of contract days for high school staff new to the District shall be one hundred eighty-five (185) in their first year of employment.

**ARTICLE 16 - EMPLOYEE REQUIRED
LICENSE/CERTIFICATE/TRAINING/TESTING EXPENSE REIMBURSEMENT**

- A. The Board will establish an employee reimbursement account of four thousand dollars (\$4,000) per contract year for the purpose of reimbursing employee required license/certificate, training/testing, and vendor/site required testing/ clearance. This amount will be used by Classified, Certified, and Part-time bargaining unit members.
- B. Employees will be reimbursed for employee required license/certificate, training/testing, and vendor/site required testing/clearance (i.e. PN TB test, ASE, CDL, AWS, etc.) as approved by their supervisor.
- C. Reimbursement expenses under this Article may be preapproved for payment by the supervisor prior to the required testing.
- D. Receipts will be submitted to the Treasurer's Office for reimbursement.
- E. Any unused portion of the employee reimbursement allocation, in any contract year, shall be carried over to the next contract year except in the year of contract expiration when any unused amount shall be retained in the General Fund.
- F. CDL and physicals for CDL will be funded from the Board Transportation account and will be reimbursed after request and verification by supervisor.
 - 1. Physicals required to obtain a CDL or Van Certification will be reimbursed up to two hundred fifty dollars (\$250.00) when provided by a physician selected by the Board.
 - 2. If the employee chooses to leave the District prior to the end of any school year in which a CDL expense reimbursement has been provided, the amount of the reimbursement will be returned to the District by deduction on the employee's final pay.

ARTICLE 17 – CERTIFIED STAFF MEMBER EVALUATION

- A. **Employee Performance Evaluation Committee**
 - 1. The Association and the Board agree to maintain the standing Employee Performance Evaluation Committee (“EPEC”) for the purpose of recommending policy to the Board and establishing procedures to implement policy adopted by the Board.
 - 2. EPEC is comprised of an equal number of bargaining unit members appointed by the Association and administrators appointed by the Superintendent.
 - 3. EPEC shall be co-chaired by one representative of the Association appointed by the Association and one representative of the administration appointed by the Superintendent.
 - 4. Members of EPEC should receive periodic professional development on Ohio’s certified staff member evaluation requirements.

5. EPEC shall establish by mutual agreement a meeting calendar and timeline for work completion.
6. EPEC is responsible for recommending an evaluation policy to the Board as needed.
7. The Board will not change the evaluation policy without a recommendation from EPEC unless required specifically by law to forego the process. Prior to the submission of any recommendation to the Board, it shall be submitted to the Association Executive Committee for its approval.
8. EPEC shall develop procedures for implementation of the Board policy on certified staff member evaluation as a Wayne County Schools Career Center Evaluation Electronic Handbook found on the staff intranet.

B. Notice of Evaluation

Each certified staff member who is to be evaluated shall be provided written notification of the status of the evaluation and name of the evaluator no later than the end of September, except in the case of a new teacher starting after the beginning of the school year such notice shall be within thirty calendar days of the first day of work. The notice will include information for access to the rubrics upon which the evaluation will be based.

C. Timetable for Evaluation

1. The evaluation shall be completed no later than the first day of May, and the certified staff member being evaluated shall receive a written report of the results of this evaluation, including the assigned evaluation rating, not later than the tenth day of May.
2. A timetable will be established by EPEC and included in the Electronic Handbook.

D. Evaluator

1. Evaluators will not be bargaining unit members and will have credentialing training as required by law.
2. Evaluators will be employees of the District or employees from the ESC who are working in the District.
3. A certified staff member may request a change in evaluator.

E. Criteria for Performance Assessment

1. Assessment based on the Ohio Standards for the Teaching Profession or the Ohio Standards for School Counselors and the criteria set forth in the Electronic Handbook.
2. No inaccurate or untimely information may become part of a certified staff member's performance assessment.
3. Certified staff members may provide evidence to the evaluator including, but not limited to, student information affecting educational progress, student interest or learning style surveys,

newsletters, classroom rules, lesson plans, portfolios, summative assessments and student work samples at the post-observation conference.

4. No information shall be collected through use of videotaping or audiotaping.

F. Frequency of Certified Staff Member Evaluations

The administration reserves the right to observe/evaluate any certified employee.

1. Full Evaluation required under the following conditions:

- a. One-Year Limited Contract of 2nd Year of Two-Year Limited Contract
- b. 1st Year of Two (2)-Year Limited Contract rated developing or needs improvement from previous year
- c. Continuing Contract on 3rd year of three-year rotation.
- d. Continuing Contract rated developing or needs improvement from previous year
- e. Any certified staff member with expiring contract

2. Modified Evaluation may be used under the following conditions:

- a. Certified staff members rated accomplished during their last evaluation cycle may be evaluated less frequently (every three years) per Ohio Revised Code 3319.111. During the years certified staff members are not formally evaluated, the following are required:
 - i. Professional growth plan (self-directed for OSCES)
 - ii. One observation: OTES: walk-through; OSCES: formal observation
 - iii. One conference;

To continue with less frequent evaluation cycle:

- Bargaining members employed as teachers with 50% or more of student instruction time: maintain a rating of average or higher for student growth measures
 - Bargaining members employed as school counselor: maintain skilled or higher for metrics of student outcomes
 - Bargaining members employed as other certified staff members with less than 50% of student instruction time: no student growth measures or metrics of student outcomes are needed
- b. Certified Staff Members rated skilled during their last evaluation cycle may be evaluated less frequently (every two years) per Ohio Revised Code 3319.111. During the years they are not formally evaluated, the following are required:

- i. Professional growth (self-directed for OSCES)
- ii. One observation: OTES: Walk-through; OSCES: formal observation
- iii. One conference;

To continue with less frequent evaluation cycle:

- Bargaining members employed as teachers with 50% or more of student instructional time: maintain a rating of average or higher for student growth measures
- Bargaining members employed as school counselor: maintain skilled or higher for metrics of student outcomes
- Bargaining members employed as other certified staff members with less than 50% of student instruction time: no student growth measures or metrics of student outcomes are needed

G. Response to Evaluation

The certified staff member shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the certified staff member's personnel file. A copy, signed by both parties, shall be retained by the certified staff member.

H. Right to Grieve

Any alleged violation of the evaluation procedures shall be subject to the grievance procedure. There is no right to grieve the substance of any observation or evaluation.

I. Evaluation Procedures of Bargaining Unit Members Employed as Certified Staff Members With 50% or More Student Instruction Time

1. Applicability

- a. Teachers working under a license issued under sections 3319.22, 3319.26, 3319.222 or 3319.226 of the Revised Code who spend at least fifty (50) percent of their time providing content-related student instruction.
- b. Teachers working under a permanent certificate issued under section 3319.222 of the Revised Code as it existed prior to September 2003 who spend at least fifty (50) percent of their time providing content-related student instruction.
- c. Teachers working under a permanent certificate issued under section 3319.222 of the Revised Code as it existed prior to September 2006 who spend at least fifty (50) percent of their time providing content-related student instruction.
- d. Teachers working under a permit issued under 3319.301 of the Revised Code who spend at least fifty (50) percent of their time providing content-related student instruction.

2. Observations
 - a. A minimum of two formal observations lasting a minimum of thirty (30) minutes each.
 - b. Teachers shall be provided a copy of the observation form and feedback within the time frame established in the Electronic Handbook.
 - c. A post-observation conference will be offered to each teacher.
 - d. A teacher may request an additional formal observation.
3. Walkthroughs
 - a. A walk-through is an informal observation for a limited time period that will not be less than five (5) minutes nor exceed ten (10) minutes.
 - b. Walkthroughs shall not unreasonably disrupt and/or interrupt the learning environment.
 - c. Teachers will have at least one (1) and no more than three (3) walkthroughs included in each evaluation cycle.
 - d. A general email announcement will be made to staff at least twenty-four (24) hours prior to walkthrough(s).
 - e. A copy of the notes from the walkthrough will be provided to the teacher.
4. Student Growth Measures (“SGM”)
 - a. High stakes employment decisions will not be materially informed by consideration of the student growth portion of the teacher evaluation unless or until there has been a minimum of two (2) consecutive years of SGM data from the same grade level, subject matter or age level.
 - b. There shall be a Student Learning Objective Committee established by the Superintendent and President of the Association through mutual agreement to approve Student Learning Objectives and to provide input regarding vendor assessments. There shall be no more administrative appointees to the committee than teacher members.
5. Remediation Plans for Any Identified “Ineffective” Area During Observations or Walkthroughs
 - a. The evaluator will provide a Remediation Plan for any areas identified as “Ineffective” during an Observation or Walkthrough which shall include:
 - i. specific performance expectations, resources and assistance to be provided,
 - ii. timelines for its completion,
 - iii. professional indicators documented as unsatisfactory; and

- iv. allocation of financial resources to support professional development for staff on remediation plan.
6. Improvement Plan for Teachers with an “Ineffective” Rating in Performance or Student Growth
- a. The evaluator together with teacher will formulate the Improvement Plan. The Improvement Plan should include:
 - i. specific performance expectations, resources, and assistance to be provided;
 - ii. the District will provide for the allocation of financial resources to support professional development for staff on improvement plans;
 - iii. timelines for its completion;
 - iv. professional indicators documented as unsatisfactory through the formal evaluation process; and
 - v. reasonably sufficient time (not less than six (6) weeks) and duration, as to allow the teacher to improve performance to a satisfactory level.
 - b. The District will provide the teachers with trained mentors/coaches as appropriate. The mentors/coaches will be provided release time to allow for meetings/observations with the teacher under an Improvement Plan.
 - c. In the event that the teacher and the evaluator cannot agree on the evaluator’s expectations for the Improvement Plan, the teacher may request an administrator of the District to facilitate further discussion between the teacher and the evaluator.
 - d. If the final evaluation indicates the teacher meets the criteria for the professional indicators for satisfactory performance as outlined in the Improvement Plan, the evaluator of record will recommend that the teacher be returned to a non-improvement plan status.
 - e. The teacher shall be entitled to Association representation for all conferences in this evaluation procedure.

J. Evaluation Procedures of Bargaining Unit Members Employed as Other Certified Staff Members with Less than 50% Student Instruction Time

- 1. Evaluation criteria will be determined by EPEC and approved by the Association Executive Committee and the BOE.
- 2. Evaluations will be conducted for limited contract bargaining unit members on an annual basis and for continuing contract bargaining unit members at least once every three years.
- 3. Timelines and observations shall be consistent with the provisions in the Electronic Handbook for teachers with less than 50% student instruction time.

K. Evaluation Procedures of Bargaining Unit Members Employed as School Counselors

1. Observations
 - a. A minimum of two formal observations lasting a minimum of thirty (30) minutes each
 - b. The observations will not be conducted when school counselors are engaged in counseling activities with students that require confidentiality.
 - c. School counselors shall be provided a copy of the observation form and feedback within the timeframe established in the Handbook.
 - d. A post-observation conference will be offered to each school counselor.
 - e. A school counselor may request an additional formal observation.
2. Walk-throughs
 - a. A walk-through is an informal observation for a limited time period that will not be less than five (5) minutes nor exceed ten (10) minutes.
 - b. Walk-throughs shall not unreasonably disrupt and/or interrupt the learning environment.
 - c. School counselors will have at least one (1) and no more than three (3) walk-throughs included in each evaluation cycle.
 - d. A general email announcement will be made to school counselors at least twenty-four (24) hours prior to walk-through(s).
 - e. A copy of the notes from the walk-through will be provided to the school counselors.
3. Assessment of Student Metrics
 - a. The Evaluator and Counselor will collaboratively select student metrics that will be utilized for school counselor evaluations in the areas of academics, career and social emotional development.
 - b. Timelines and forms can be found in the EPEC electronic handbook on the staff intranet.
 - c. Employment decisions will not be materially informed by consideration of the student metrics portion of the school counselor evaluation alone.
4. Evaluation procedures for final summative rating
 - a. Each school counselor's performance rating for each of the six (6) standards will be combined with the assessment of student metrics to produce the final summative.
 - b. the evaluator ensures that each evaluation is submitted to the school counselor for his/her acknowledgment by written receipt.

5. Professional growth or improvement plan
 - a. Based on the results of the annual evaluation conducted in accordance with this policy, each school counselor must develop either a professional growth plan or professional improvement plan as follows:
 1. School counselors with a final summative rating of “Accomplished” will develop a growth plan.
 2. School counselors with a final summative rating of “Skilled” will develop a professional growth plan collaboratively with their evaluator.
 3. School counselors with a final summative rating of “Developing” will develop a professional growth plan collaboratively with their evaluator. A building administrator must approve the professional growth plan.
 4. School counselors with a final summative rating of “Ineffective” will develop an improvement plan with their evaluator. A building administrator must approve the improvement plan.
 - b. Professional growth and improvement plan must be completed according to timelines set forth by EPEC.
 - c. The Board may place a school counselor on an improvement plan at any time based on deficiencies in any individual component of the evaluation system.

ARTICLE 18 - UNIFORMS

- A. The Labor Management Committee shall annually review those areas where uniforms are needed for safety, to protect clothing, to perform the member's job requirements. They will recommend to the Board, by consensus, those positions and uniforms that should be provided and the allocation of the uniforms.
- B. The Board will contract with a uniform service to provide uniforms and for cleaning and repairing the uniforms.
- C. Employees to whom uniforms are provided are required to wear them in the performance of their duties.
- D. Bargaining unit members will purchase their shoes and prescription glasses.

ARTICLE 19 - RETIREMENT PAYMENT

- A. To be eligible for the retirement payment under Section E, below, the bargaining unit member must qualify for retirement income under any State retirement system and by declaring, in good faith and in writing, his/her intention to permanently withdraw from active service covered by any of Ohio's retirement systems.

- B.** The retiring bargaining unit member must notify the Treasurer’s Office, in writing, to accept the retirement payment.
- C.** Any such payment will be made subsequent to the receipt of the first payment made to eligible bargaining unit members by the appropriate retirement system as verified by the Treasurer’s Office.
- D.** Upon being notified that a bargaining unit member is eligible for disability retirement, that member will retire on the date of the official notice from STRS and elect to take the retirement payment under Section E, below.
- E.** Severance Pay

The Association and the Board have agreed to the following severance pay policy:

- 1. "Retirement" shall be defined to mean actual retirement and eligibility for retirement benefits under the State Teachers Retirement System (STRS) or the School Employees Retirement System (SERS).
- 2. Accumulated Sick Leave may be used as severance pay not to exceed the days and the percentages listed below:

Year	Maximum % for Severance	Maximum Days of Severance
2020 – 2023	25	71.25

- 3. Dispersal

The retired bargaining unit member shall receive his/her severance as follows:

- a. The entire amount immediately after the official date of retirement subject to Section B and C above.
 - b. In the event of the death of an employee of the Wayne County Joint Vocational School District, the Board will pay an amount equal to the employee's severance at the time of his/her death. This payment will be made to the surviving spouse, if any, or in the absence of a surviving spouse, to the deceased employee's estate.
- 4. Any such payment immediately eliminates all sick leave credit accrued.

ARTICLE 20 - TRANSPORTATION

- A.** A bargaining unit member who is required to drive his/her personal vehicle for authorized school business shall be reimbursed at the IRS rate.
- B.** Personnel whose official duties require travel other than from their place of residence to and from their place of employment will be subject to the following:

Transportation within the School District and area of Ohio:

1. A monthly travel expense statement, on approved forms, shall be submitted on the first of the month for the preceding month.
2. Monthly mileage requests are required on the first workday of the month following the month in which the travel took place.
3. Every effort must be made to conserve mileage through proper planning and sharing transportation.
4. Parking expenses shall be paid based on expense request with attached receipt.

ARTICLE 21 - INSURANCE

A. Insurance Benefits

In order to be eligible for insurance, an employee must be contracted for at least thirty-five (35) hours per week for 120 days during the course of the school year (July 1 through June 30). No members eligible for insurance benefits as of July 1, 2005 shall be excluded due to this provision.

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

B. Coverage: See Plan Booklet for COG Adopted Coverage Information

Medical

1. The Board will pay 85% of the premium and the employee will pay 15% for full-time employees.
2. Stark County Schools Council

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

3. Preferred Provider - Doctors/Hospitals
 - a. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services shall be provided through the Stark County Council of Governments (COG) Health Insurance Program. Anyone, as of August 1, 2009, who has the traditional Mutual Health Program instead of the PPO, may continue such participation.
 - b. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be mutually determined by the representative of the COG and the Stark County OEA office representative.
4. Preferred Provider - Prescription Drugs

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

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

C. Life Insurance

The Board shall provide term life and accidental death and dismemberment coverage in the amount of \$30,000 for each bargaining unit member.

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

D. Liability Insurance

100% Board paid

E. Dental Insurance

The Board shall provide dental coverage and pay 100% of the premium.

F. Vision Insurance

The Board shall purchase employee and family Vision Insurance. The full cost of this program and any increases thereof, shall be paid by the Board.

G. Section 125 Tax Plan

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

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

H. Premium Holidays

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

I. Spousal Coverage

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

J. Same Sex Marriage

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

ARTICLE 22 - LEAVES

A. Miscellaneous

1. The provisions hereinafter set out pertaining to leaves shall be subject to and interpreted in conjunction with the Family and Medical Leave Act of 1993 (P.L. 103-3).
2. Bargaining unit members using less than a full day of leave will have the time missed recorded in one-eighth day (1/8), one-quarter day (1/4), one-half day (1/2), three-quarter day (3/4), or full day increments.
3.
 - a. Attendance by bargaining unit members is critical to supporting the Board adopted philosophy and achieving the Board adopted objectives of the Wayne County Joint Vocational School District.
 - b. A bargaining unit member not using any Sick Leave for any nine-weeks of the student school year will receive a fifty dollar (\$50.00) incentive bonus, subject to all appropriate deductions. A bargaining unit member can earn an additional fifty dollar (\$50.00) bonus if no sick leave is taken for the entire student school year. For purposes of this section of the Agreement a year is considered to be the period of time from the first day of school with students to the last school day with students. It will be the responsibility of the member to complete and submit the form on the staff intranet each nine weeks. Members on unpaid leave of absence are not eligible for this provision.

4. a. Any unused Personal Leave at the end of any school year will be converted to Sick Leave at the rate of one (1) day of Personal Leave equals one (1) day of Sick Leave.
- b. Any bargaining unit member not using any Personal Leave during any school year covered by the Contract will receive a one hundred dollar (\$100.00) incentive bonus, subject to all appropriate deductions. It will be the responsibility of the bargaining unit member to present verification of nonuse of Personal Leave to the Treasurer's Office on Checkout Day or the final scheduled workday of their regular contract. Members on unpaid leave of absence are not eligible for this provision.

B. Personal Leave Days: Non-Restricted

1. Right To Leave

Each bargaining unit member shall, upon appropriate notice to the Superintendent's Office, be granted without loss of pay, a maximum of three (3) days of non-accumulative Personal Leave per school year. All Personal Leave days are nonrestrictive.

2. Notice of Intent to Use Leave

Notice of intent to use Personal Leave shall be provided by the bargaining unit member completing and submitting electronically using the absence reporting system at least five (5) days in advance of the anticipated absence. However, in the case of an emergency, notice of the intent to use Personal Leave shall be made to the immediate supervisor as soon as possible. The supervisor shall forward the notice to the Superintendent.

3. Restrictions

- a. No more than six percent (6%) of the members of the certified bargaining unit may use Personal Leave on any given day on a first-come/first-served basis. An exception to the six percent (6%) would be if a bargaining unit member is subpoenaed to appear in Court as a witness in the line of public duty. No Personal Leave may be requested prior to the start of the member's contract year for which it is being requested. For purposes of this section, six percent (6%) shall be interpreted to mean six percent (6%) rounded up to the next full person.
- b. Personal Leave will not be granted on Parent/Teacher Conference Days, nor will it be granted on the October In-service Day.
- c. Personal Leave requested and granted during extended time will need to be made up at a later date.
- d. All Personal Leave requests will be delivered to the office of the Superintendent to be dated and time stamped prior to delivery to the appropriate supervisor if the electronic absence reporting system is not functioning.

- e. Bargaining unit members who retire or resign prior to completing at least one hundred twenty (120) workdays will not be entitled to take all three (3) Personal Leave days.
- f. Resigning prior to sixty (60) workdays equals zero (0) Personal Leave days.
- g. Resigning after sixty (60) workdays but less than eighty (80) workdays equals one (1) Personal Leave day.
- h. Resigning after eighty (80) workdays but less than one hundred twenty (120) workdays equals two (2) Personal Leave days.

C. Leave Without Pay

A bargaining unit member may apply for leave without pay. Notice of the request to use leave without pay shall be provided by the member completing and delivering to his/her immediate supervisor a leave request form at least five (5) days in advance of the anticipated absence. Granting of such leave is not automatic and shall be made at the discretion of the Superintendent, which will not be unreasonably withheld. Leave without pay shall be granted in one-eighth day (1/8), one-quarter day (1/4), one-half day (1/2), or full day increments. Leave without pay shall not be granted for more than five (5) days in any given school year.

D. Professional Leave

1. Eligibility For Leave

A bargaining unit member requesting Professional Leave for attendance at a professional conference shall apply for said leave by submitting electronically using the absence reporting system. The supervisor, recommending said leave, shall present said request to the Superintendent for approval.

2. Rights While On Leave

A bargaining unit member approved for a professional conference shall receive full salary while in attendance at said conference. In addition, an estimate of cost of reimbursement will be submitted with the request.

3. Restrictions

If requested by the Administration, a bargaining unit member will file a written and/or oral report to his/her immediate supervisor on professional meetings for which salary and/or expenses are allowed.

E. Association Leave

1. Right To Leave

Association members shall be granted an accumulative total of up to four (4) days of leave per work year, to be divided among members of the Association, as

determined by the Association, to attend any affiliated meetings, conferences, or conventions. This leave shall be granted in increments of not less than one-eighth (1/8) day. This leave is without loss of pay. Expenses incurred by the members are to be paid by Association. In addition, the Association's negotiations team (certified, classified, part-time combined) will be permitted a total of forty (40) hours of leave for each team member with pay to attend negotiations sessions with the Board. Negotiation sessions beyond the forty (40) hours per team member will be conducted outside the normal teaching day.

2. Notice of Intent To Use Leave

The Association President shall notify the Superintendent of the use of such leave in writing for the designated Association member(s). Except in cases of emergency, such notice shall be provided at least five (5) days in advance of the intended absence.

3. Expenses Incurred While On Leave

The Association shall be responsible for making arrangements with its members for expenses incurred by them in the use of such leave. The Board will be responsible for the cost of the substitute whenever at least twenty-four (24) hour notice is given. If twenty-four (24) hour notice is not given, the cost of the substitute will be paid by the Association.

F. Assault Leave

1. Right To Leave

A bargaining unit member who must be absent due to a disability resulting from a physical assault which occurs as a result of Board employment will be eligible for Assault Leave.

2. Eligibility For Leave

The bargaining unit member shall provide a certificate from a licensed physician stating the nature and duration of the disability and the necessity of absence from regular employment. In addition, the Board may require the member claiming more than five (5) days of Assault Leave to submit to a medical examination by a Board-approved physician. If the Board requires such a medical examination, the full cost of the examination, including mileage reimbursement, shall be borne by the Board.

3. Legal Actions Resulting From Assault

If legal action results, said bargaining unit member shall be granted leave, with no loss of pay, for all necessary absence connected with said legal action.

4. Restrictions

A maximum of thirty (30) Assault Leave days will be allowed per assault. Falsification of either the signed statement or the physician's certification is grounds for, under Ohio Revised Code 3319.143, and may subject the bargaining unit

member to, suspension and/or termination of employment under Ohio Revised Code 3319.16 and related sections.

5. Rights While On Leave

A bargaining unit member on Assault Leave shall receive his/her full salary less the amount received by that member, if any, for Workers' Compensation which covers loss of pay sustained for the injury. However, the member's pay shall not be reduced by benefits received to cover medical expenses, nursing expenses, hospital expenses, medicine, and/or rehabilitation.

6. Termination of Leave Benefits

Assault Leave benefits shall cease after thirty (30) paid days per assault or upon resignation or mandatory retirement as provided for in Ohio Revised Code 3307.37 or related sections.

G. Sick Leave

1. The Sick Leave Law should be regarded as a form of insurance and not as a form of compensation. Sick Leave regulations for all certificated/licensed personnel follow State law. Sick Leave is not available for use by bargaining unit members to provide child care or companionship for a pre-school or school-age child or any family member who is not in a condition of ill health.

2. An accurate record of Sick Leave shall be on file in the Treasurer's Office of the school.

3. Accumulation

a. All bargaining unit members of the Board shall accrue Sick Leave at the rate of one and one-fourth (1-1/4) days per month. A maximum of fifteen (15) days will be allowed per year. The total number of accumulated Sick Leave days for this contract period is two hundred eighty-five (285).

b. Sick Leave credit to which a public school teacher is entitled will also accumulate during the paid period of time that the teacher is absent from duty because of illness.

c. Sick Leave may be transferred from one (1) Ohio board of education to another, or one (1) state agency to another, provided that reemployment takes place within ten (10) years of the last termination of public service.

d. The Superintendent may require satisfactory medical evidence that the bargaining unit member is either able or unable to resume his/her duties as an employee of the District.

e. Each new bargaining unit member is immediately advanced five (5) days of Sick Leave.

4. Use of Sick Leave

- a. Sick Leave benefits shall be used only for absence resulting from personal illness, injury, exposure to a contagious disease, death, or illness in the immediate family, and pregnancy. All such absences shall be charged against the Sick Leave of the bargaining unit member.
- b. For purposes of Sick Leave, "immediate family" shall be defined as: spouse, child, child-in-law, grandchild, parent, parent-in-law, grandparent, grandparent-in-law, sibling, sibling-in-law, or any other family member who has stood in the same family relationship of the bargaining unit as any of these such as in the case of legal guardianship. In addition for purposes of death in the immediate family, a bargaining unit member may use Sick Leave, upon approval of the Superintendent, in case of the death of relatives other than immediate family. The other relatives shall include uncle, aunt, first cousin, niece, and nephew.
- c. Pregnancy, childbirth, and related medical conditions will not be treated any differently from other equally disabling physical conditions or illness for the purpose of granting Sick Leave.
- d. Bargaining unit members using Sick Leave will have the time absent recorded in one-eighth day (1/8), one-quarter day (1/4), one-half day (1/2), or full day increments based upon their workday.
- e. When missed time does not require a substitute, bargaining unit members will be allowed to make up time in lieu of using Sick Leave. Certified staff must make up the time within five (5) working days or on a nonscheduled day as agreed to by the supervisor and the employee.
- f. When the bargaining unit member will need a substitute for one (1) period or less, the member, with supervisor approval, may ask another bargaining unit member to cover his/her class. The staff member covering the class will not receive compensation for this coverage.

5. Salary Adjustments

- a. At the point where a bargaining unit member has exhausted his/her accumulated Sick Leave, the Treasurer would continue his/her regular salary payments until total earnings have been paid.
- b. A bargaining unit member who has exhausted his/her accumulated Sick Leave days but has returned to work would have an amount equal to his/her daily rate deducted from his/her payroll check, if additional Sick Leave days are taken during any two (2) week period in which accumulated sick days were not earned to cover the Sick Leave.

6. Payment of Health Care Package

The Board will continue its share of payment for the Health Care Package to provide one (1) complete month of coverage following the month earnings are exhausted.

The bargaining unit member may continue these plans through the group, at his/her expense, during a Medical Leave.

7. Sick Leave Verification

All bargaining unit members must submit the absence electronically using the absence reporting system. If the member was attended by a physician, the Board may require the physician's name, address, and dates attended.

8. Donation of Sick Leave

- a. If a bargaining unit member is absent due to a major illness, injury or accident, or absent and using Sick Leave in accordance with Article 23, and the member has exhausted all of his/her accumulated Sick Leave, the member may receive up to five (5) days of accumulated Sick Leave from any Certified or Classified bargaining unit member who wishes to donate these days. Members receiving donated days will be paid at their per diem rate of pay.
- b. A committee of three (3) Board representatives designated by the Superintendent and three (3) Association representatives designated by the Association President will be established to set up a procedure for the operation of this donation. Any such procedure shall limit the total use of donated Sick Leave by any one (1) member to thirty (30) days, and shall provide that once any days are donated from one member to another on the records of the Treasurer, they are not recoverable.

H. Medical Leave

1. Right To Leave

When Sick Leave is exhausted, a bargaining unit member shall, upon request, be granted Medical Leave without pay. If leave begins prior to January 1, such leave shall have a maximum duration of the balance of the school year. If leave begins January 1 or after, such leave shall have a maximum duration of the balance of the school year and the subsequent school year.

2. Extension of Leave

- a. A bargaining unit member desiring to extend a leave into the subsequent school year shall, by April 1, submit a written request plus doctor's recommendation to the Superintendent. Extensions to the time limitations stated above may be made at the discretion of the Board.
- b. The Board reserves the right to require an independent medical opinion on request. Expenses of the Board approved medical opinion and mileage shall be paid for by the Board.

3. Restrictions

Sick days shall not accrue during a Medical Leave.

4. Right To Return From Leave

If a bargaining unit member on Medical Leave gives the Superintendent proper notification by April 1 of his/her desire to return to active employment, he/she shall be assigned, not later than the beginning of the first semester, to the same certification area he/she held at the time the leave commenced.

5. Retirement Payments to STRS and SERS

During the period of the leave, the bargaining unit member may contribute or purchase service to the State Teachers Retirement System (STRS) and/or School Employees Retirement System (SERS) as provided by Ohio Revised Code Sections 3307.512 and 3309.27.

6. Payment of Health Care Package

The Board will continue its share of payment for the Health Care Package to provide one (1) complete month of coverage following the month earnings are exhausted. The bargaining unit member may continue the Health Care Package through the group, at his/her expense.

7. Payment for Substitute

The Board will be responsible for the pay of the substitute.

I. Parental Leave

1. A Parental Leave without pay shall be granted a bargaining unit member for the purpose of child bearing and/or child rearing.

2. Length of Leave

If leave begins prior to January 1, such leave shall have a maximum duration of the balance of the school year. If leave begins January 1 or after, such leave shall have a maximum duration of the balance of the school year and the subsequent school year.

3. Eligibility for Leave

A bargaining unit member will be entitled, upon request, to a leave to begin at any time between the birth of the member's child and one (1) year thereafter. Said member will notify the Superintendent in writing of his/her desire to take such leave and, except in cases of emergency, shall give such notice at least thirty (30) days prior to the date on which his/her leave is to begin.

4. Eligibility for Adoption/Parental Leave: Unpaid

A bargaining unit member, requesting leave under this heading, is subject to all of the limitations outlined above under Parental Leave. A member adopting a child will be entitled, upon request, to a leave to commence at any time during the first year after receiving de facto custody of said child, or prior to receiving such custody

if necessary in order to fulfill the requirement of adoption. Said member will notify the Superintendent in writing of his/her desire to take such leave and, except in cases of emergency, shall give notice at least thirty (30) days prior to the date on which his/her leave is to begin.

5. Eligibility for Adoption/Parental Leave: Paid

Paid Adoption Leave will only be granted in a block of ten (10) consecutive workdays with three (3) days designated as leave without pay. Paid Adoption Leave will only be available to adopt a child who is less than five (5) years of age at the time of the adoption. The seven (7) consecutive paid workdays [ten (10) minus the three (3) leave without pay] will first be deducted from and exhaust the bargaining unit member's Personal Leave for the school year of the request with the remainder deducted from any available Sick Leave.

6. Right to Return from Leave

A bargaining unit member shall have the following rights to return from leave:

- a. Between the time the leave is requested and one (1) calendar week following the delivery date or the anticipated date of receipt of an adopted child, the bargaining unit member may cancel the leave upon written notification to the Superintendent. If the time limit of one (1) calendar week following the delivery date of receipt of an adopted child occurs on a Saturday, Sunday, or Board recognized holiday, the leave may be canceled no later than the weekday following the one (1) calendar week.
- b. Upon return to active duty after a leave, a bargaining unit member shall be returned to the same position he/she occupied prior to the leave if said position has not been abolished. If the position has been abolished, the Reduction In Force procedure shall be followed.
- c. Individuals on leave shall notify the Superintendent by letter of plans for the coming school year by April 1 preceding that school year.
- d. A bargaining unit member desiring to return early during a leave of absence shall notify the Superintendent, in writing, at least thirty (30) days prior to the requested date of return. The member may be required to wait until the beginning of the next semester before returning to work, as determined by the Superintendent.
- e. A bargaining unit member may be required to wait until the beginning of the next grading period before returning to work following the completion of an approved leave, as determined by the Superintendent.

7. Salary Adjustments

The Treasurer would continue regular salary payments to a bargaining unit member until unpaid earnings have been paid following the beginning of a leave.

8. Retirement Payments to STRS and SERS

- a. During the period of the leave, the bargaining unit member may contribute or purchase service to STRS and/or SERS as provided by Ohio Revised Code Sections 3307.512 and 3309.27. In order to take a Parental Leave, the member shall reimburse the Board for the amount of its contributions for any service credit so purchased according to the following schedule:

<u>Years of Experience In the District</u>	<u>Percentage of Reimbursement</u>
Less than 2 Years	100%
2 Years	75%
3 Years	50%
4 Years	25%
5 or More Years	0%

- b. Such reimbursement shall be made according to a payment plan mutually agreeable to the bargaining unit member and Treasurer and can be spread over a twelve (12) month period.

9. Payment of Health Care Benefits

The Board will continue its share of payment of the Health Care Package to provide one (1) complete month of coverage following the month earnings are exhausted. The bargaining unit member may continue these plans through the group, at his/her expense, during a Parental Leave.

10. Restrictions

Sick days shall not accrue during Parental Leave.

J. Jury Duty/Court Appearance/Compulsory Leave

1. Bargaining unit members are encouraged to serve on jury duty as an act of public duty. The member will be paid the difference between his/her regular compensation and the remuneration received for serving as a juror [Ohio Revised Code 3313.311]. The Superintendent and the appropriate supervisor shall be notified promptly when a summons is received.
2. Bargaining unit members who are subpoenaed to appear in Court as a witness because of the performance of their employment duties in the school, or other tribunal in connection with a matter regarding the District, will be released and will be provided full compensation. Witness fees received must be paid to the Board. Leave will not be deducted from any other type of leave.
3. Bargaining unit members who are obligated by legal authorities in a matter that delays his/her arrival to school (e.g. witness to an accident) will not have that time of delayed arrival to school deducted from any type of leave. The member whose

lateness was due to such an unavoidable delay must provide satisfactory evidence of such delay.

K. Bereavement Leave

1. For the death of a member of their "immediate family," bargaining unit members shall be granted Bereavement Leave of up to four (4) workdays. If the death requires travel out of state, an additional day may be added if additional days are required, they may be taken under paid sick leave.
2. Immediate Family Defined

For the purpose of Bereavement Leave, "immediate family" shall be defined as: parent or parent/guardian, spouse, or child/custodial child.

L. Fire & EMS Released Time

1. Procedure for Use of Released Time

Each bargaining unit member shall, upon appropriate notice to and with the approval of the supervisor, be granted release time to respond to fire and EMS runs to which his/her department has been summoned. If the Immediate supervisor is not available, then the bargaining unit member shall contact the next Administrator in a "chain of command" according to the Career Center flowchart.

2. Restrictions

Bargaining unit members who respond to fire/EMS calls must belong to a recognized department that responds to calls within Wayne County.

3. Responsibility for Recordkeeping

Bargaining unit members who are away from work on fire/EMS calls will keep track of all responses, and will have a record of: date of response, time away, and how time has been made up.

4. Accounting for Leave Time

For the purposes of make-up release time, the bargaining unit member is required to make up the time in the same workweek at straight time unless the supervisor approves make up at overtime in a subsequent workweek because it is not feasible to make it up in the current workweek or the supervisor and employee agree it would be more beneficial to make up the time in a subsequent workweek. The employee has the option of using vacation or personal leave time or compensation time if such time is available.

M. Workers' Compensation

Bargaining unit members may recover benefits from Workers' Compensation for accidental injuries received while on school property subject to rules and regulations of the Department.

1. A letter of rights, choices, dates, and the responsibilities of the employee and employer will be provided to the worker injured on the job.
2. The employee injured on the job, by mutual agreement between the worker and the employer, may come back to work on light duty with a doctor's approval.
3. Employees injured on the job and receiving benefits from the Workers' Compensation System will receive Board-paid insurance benefits as provided by the Collective Bargaining Agreement for up to a total of six (6) months.

ARTICLE 23 - PAYROLL PROCEDURES

- A. The annual salary of each bargaining unit member is set up on the basis of twenty-six (26) pay periods per year, which fall every other Friday. When a payroll falls on a holiday, the pay will be made no earlier than one (1) day prior to the normal payday. It must be realized that by paying every other Friday, or twenty-six (26) times per year, that we are accounting for only 364 days per year. Therefore, approximately once every seven (7) years, it is necessary to adjust the payroll by allowing three (3) weeks between one (1) of the payrolls.

B. Deductions From Pay

Deductions of pay are made for authorized absence, withholding tax, hospitalization, bargaining unit member's share of retirement contribution, tax deferred payroll deduction to STRS for the purchase of allowable service credit, city tax, and other deductions approved by the Board. In addition, a payroll deduction will be made available for purchase of certain refunded credit, if and when those provisions are approved by the General Assembly and become law.

C. Direct Payroll Deposit

Payroll shall be made through direct deposit, which shall be mandatory for all bargaining unit members. Bargaining unit members may select multiple accounts for deposit.

ARTICLE 24 - ASSIGNMENT AND TRANSFER PROCEDURE

- A. The appropriate placement of a qualified and competent staff is essential to the successful functioning of the District. The Board will strive to assign bargaining unit members and administrators to positions in which their services will most benefit the instructional program of the District.

B. Assignment

Properly (including temporary) certificated/licensed bargaining unit members of the Board shall be assigned to specific positions by or under the direction of the Superintendent.

C. Transfer

1. Transfer from one position to another within the School District shall be made for any purpose which, in the judgment of the Superintendent, is for the welfare of the school or the bargaining unit member, and only if properly (including temporary) certificated/licensed.
2. Any member who is to be transferred shall be granted the courtesy of a conference before the transfer is made.
3. A request for the transfer of a member from one subject area or grade level to another, may be made by the member, supervisor, or both, and should be submitted in writing to the Principal (ACE bargaining unit members should submit requests to the Director of Operations) not later than March 1.
4. Final action in any matter is the responsibility of the Superintendent.

ARTICLE 25 - VACANCIES AND POSTING

- A. When the Board determines to fill a vacancy created by death, resignation, retirement, termination, nonrenewal, transfer, or promotion of an employee, or when the Board creates a new bargaining unit position, it will post notice of said vacancy as provided below. All postings will include salary range, hours and the responsibilities of the position.
- B. All bargaining unit positions will be posted on the Board of Education page on the District Web Site for five (5) workdays, and sent, via email notification to all bargaining unit members. Members desiring to bid for any such vacancy will do so within five (5) days of the posting.
- C. All applicants applying for a given job are responsible for including with their bid all relevant experience, as well as all educational criteria they deem relevant to the posted position, to the Board. Within ten (10) days of the closing of the posting period, applicants will be notified as to whether they are deemed qualified to warrant an interview. The decision to interview any or all applicants is within the exclusive jurisdiction of the Board or its designee.
- D. The Board reserves the right to select the most qualified applicant for the position who demonstrates he/she possesses the qualifications to perform the job at the time of the interview. In the event two (2) or more bargaining unit member applicants have relatively equal qualifications, then the most senior applicant shall be awarded the position. If no member applies during the posting period, or no current member applicant is deemed most qualified, then the position may be filled from the outside. Applicants not chosen for the position will be notified prior to any public announcement of the filling of the position.
- E. "Equal opportunity" is defined to mean that current bargaining unit members whose qualifications are equal to those of outside applicants will be given preference in hiring.

ARTICLE 26 - REDUCTION IN FORCE

- A. The language in this Article is intended to supersede Ohio Revised Code 3319.17, to the extent permitted by law.
- B. If the Board determines it necessary to reduce the number of bargaining unit positions by reason of decreased enrollment of students, return to duty of regular teachers after a leave of absence, by reason of suspension of schools or territorial changes affecting the District, decline in enrollment in specific subject area, program discontinuation as described in paragraph C of this section, or for financial reasons, reasonable reductions shall be made by suspending contracts based upon the Superintendent's recommendation. Those contracts to be suspended will be chosen as follows:
1. To the extent reductions are not achieved through attrition, the Board shall proceed to suspend contracts. The order of reduction shall be according to the teaching area currently assigned, and shall be based upon the following sequence:
 - a. First, limited contract teachers shall be reduced utilizing the following order:
 - i. licensure/certification;
 - ii. competency as determined by formal evaluation. For purposes of determining competency, all teachers will be considered equally competent through the end of school year 2016-17 except that teachers rated as "ineffective" in the evaluation summative rating will be considered less competent. All teachers in their first year in the system will be considered "Developing" until their second year's evaluation.
 - iii. where competency is equal, in accord with the seniority list currently approved by the Board and in place under the present contract subject only to the addition of new employees who are eligible for membership in the bargaining unit.
 - b. Second, continuing contract teachers shall be reduced utilizing the following order:
 - i. licensure/certification;
 - ii. competency as determined by formal evaluation. For purposes of determining competency, all teachers will be considered equally competent through the end of school year 2016-17, except that teachers rated as "ineffective" in the evaluation summative rating will be considered less competent.
 - iii. where competency is equal, in accord with the seniority list currently approved by the Board and in place under the present contract subject only to the addition of new employees who are eligible for membership in the bargaining unit.

2. "Seniority" is defined as the length of continuous service as a certificated/licensed employee under full-time contract in this District subject to the following conditions:
 - a. Board approved leaves of absence will not interrupt seniority, but time spent on such a leave shall not count toward seniority.
 - b. If two (2) or more bargaining unit members have the same length continuous service, seniority will be determined by:
 - i. The date the bargaining unit member started service in the Wayne County Joint Vocational School District;
 - ii. The date of the Board meeting at which the bargaining unit member was hired; and then by
 - iii. Selecting a number from a container with each number representing a different employee. The first number selected will be the most senior and the next number selected will be the next most senior and so forth until all ties in seniority are broken. The selection will be made by the administration with a representative of the Association present.
 - c. Seniority Status for Non-Bargaining Unit Members Entering or Returning to the Bargaining Unit
 - 1) A non-bargaining unit member who achieved continuing contract status as a member of the bargaining unit and is serving as an administrator in the District and who returns to the bargaining unit, for whatever reason, shall be credited with up to five (5) years seniority for their prior service in a bargaining unit position and no seniority for service to the District outside of the bargaining unit.
 - 2) A non-bargaining unit member who achieves continuing teacher contract status in the District as an administrator but has not obtained such status while a bargaining unit member, and who enters the bargaining unit will not be credited with any seniority for any service either inside or outside the District.
3. A seniority list shall be prepared annually by September 30 and provided to the Association President. Within thirty (30) calendar days after the seniority list is provided, any objection to the list must be presented. If no objection is made during the thirty (30) day period, no grievances can be filed over individual seniority dates, as published.
4. At the time this procedure is applied, all affected certificated/licensed staff will be placed on a seniority list for their teaching area currently assigned. Bargaining unit members serving under continuing contracts will be placed at the top of the list in descending order of seniority. Members serving under limited contracts will be placed on the list under continuing contract members, also in descending order of seniority. No member shall revoke or cancel any of his/her certificate(s)/license(s) after September 1, 1993.

5. Those contracts to be suspended shall be chosen by selecting those staff with applicable and valid certificates/licenses who have the least seniority and holding limited contracts in the teaching assignment area in which the reduction is taking place and then, if additional reductions are needed, by selecting those staff with applicable and valid certificates/licenses who have the least seniority and holding continuing contracts in the teaching assignment area in which the reduction is taking place.
6. When the Association and the Board agree it is beneficial, professional/retraining development opportunities will be provided for teachers who are at risk for RIF.
7. Notice of RIF
 - a. Except for a RIF involving a return from a leave of absence, the Board will give the Association at least thirty (30) calendar days advanced notice of the Board action implementing the RIF.
 - b. Except for a RIF involving a return from a leave of absence, after Board action approving a RIF, each member to be laid off shall be given at least thirty (30) calendar days advance written notice stating the effective date of the intended layoff. Salary continuation can be made in lieu of the notice.
8. Right of Displacement
 - a. A bargaining unit member, whose contract is subject to suspension in accordance with this Article, may elect to displace another member if both of the following conditions are met:
 - 1) The bargaining unit member seeking to displace another member must have a valid teaching certificate/license for the teaching assignment in which he/she wishes to bump.
 - 2) The bargaining unit member seeking to displace another member must have a higher competency rating than the member he/she is seeking to displace; or an equal competency rating and hold seniority over the member he/she is seeking to displace, except that a limited contract teacher cannot displace a continuing contract teacher.
9. Reduction from Full-Time to Part-Time

Should the Board determine that it desires to suspend a contract in part, so that the teacher is required to work a percentage of the time the teacher otherwise is required to work under the contract, it may do so, with the following requirements:

 - a. The teacher shall have the option of either working part-time with proportionate pay or having the contract suspended in full;
 - b. If the teacher takes the part-time suspension, the teacher will be placed on the recall list with recall rights to a full-time position based upon seniority, teaching certificate/license and contract status;

- c. If the teacher elects to have the contract suspended in full, the teacher will be placed on the recall list with recall rights based upon seniority, teaching certificate/license and contract status.
10. It is recognized by the parties that Adult Education is a separate “teaching field” and any reduction in that area does not give rise to any rights under this Agreement unless it is an Adult Education individual that is part of the bargaining unit.

**ARTICLE 27 - PROGRAM PROBATION AND DISCONTINUATION PROCEDURE
BASED UPON ENROLLMENT**

1. Program probation will be based on the following guidelines:
- a. Beginning with the 2015 – 2016 enrollment, a CTE program with enrollment that falls below twenty (20) students but has at least eight (8) students on May 15 will be placed on probationary status. This enrollment includes all juniors, seniors, and 13th year students enrolled in the CTE program on May 15.
 - b. When a program goes into probationary status, the Supervisor will initiate a written intervention program in collaboration with the affected bargaining unit member that develops and implements an individualized plan to increase enrollment. Other internal and external district resources will be utilized in the development of the plan. This plan may include professional development, equipment, supplies, curriculum, and marketing changes. All costs associated with a written intervention program will be paid for by the Board.

When a program goes into probationary status, the CTE instructor will work the intervention plan for two full years.

All enrollment numbers will be based upon the May 15 enrollment numbers per CTE class.

2. Program Discontinuation
- a. If total enrollment in the CTE program has not been raised above nineteen (19) students after two full school years of the implementation of the intervention plan or seven (7) students after one year of probation status, the program may be discontinued upon the recommendation of the superintendent to the Board of Education. All enrollment numbers will be based upon the May 15 enrollment numbers per CTE class.
- An exception to this provision may be agreed upon by the Association and Administration (currently Buildings and Grounds and Hospitality). Any lay off will be based upon the RIF procedure.
- b. Whenever enrollment in any academic department is less than the ratio of twenty (20) students to one (1) academic instructor, in any section in his/her department, (excluding special need situations such as modified curriculum classes, and pilot projects), academic teacher contract(s) may be recommended for suspension by the

Superintendent to the Board of Education until the twenty (20) students to one (1) teacher ratio is reached. Any lay off will be based upon the RIF procedure. The last school day shall be the date at which enrollment will be considered fixed, and appropriate contract action taken.

- c. Whenever adult CTE job training programs are no longer approved and funded programs have inadequate placement as determined by the appropriate State of Ohio department or agency having jurisdiction over adult education, those programs may be discontinued upon recommendation by the Superintendent to the Board.

ARTICLE 28 - RECALL OF BARGAINING UNIT MEMBER

- A. The language in this Article is intended to supersede Ohio Revised Code 3319.17, to the extent permitted by law.
- B. All bargaining unit members, whose contracts are suspended because a reduction in force has taken place, shall be placed on a recall list stating their contract status and seniority in each field for which they are certified/licensed to teach. Bargaining unit members suspended and holding limited contracts will remain on the recall list for twenty-four (24) months from the effective date of the suspension of their contract or until they are reemployed full-time or offered full time reemployment and decline such offer, whichever occurs first. Bargaining unit members suspended and holding continuing contracts will remain on the recall list until such time as they are reemployed full-time or offered full-time reemployment and decline such offer.
- C. Bargaining unit members teaching core academic classes must maintain their Highly Qualified status while on recall.
- D. Bargaining unit members on the recall list shall be offered a contract to full-time positions, as they become available, for which they are certified/licensed in the reverse order of suspension: last suspended, first recalled.
- E. A bargaining unit member who is recalled to a position shall resume the contract status he/she held prior to the reduction, except that a bargaining unit member who was eligible for continuing contract status at the time the limited contract was suspended and who had been evaluated for a continuing contract shall be recalled to a continuing contract. A bargaining unit member who is recalled shall be credited with Sick Leave accumulation and years of service for the salary schedule placement he/she had prior to being suspended.
- F. When a vacancy(ies) occurs, the Board shall send a certified letter to all bargaining unit members certified/licensed for the position to their last known address to advise them of such position. It is the member's responsibility to keep the Board informed of his/her whereabouts. The member shall, within fifteen (15) days from the postmark date of the letter, indicate availability and desire for such position. The Board shall reinstate that member indicating availability and desire for such position who has the greatest seniority. If the member fails to notify the Board within the specified period of time, or if the member rejects the offered full-time position, said member shall be considered to have rejected the position and to have forfeited his/her right to recall to service in the District. Each member shall be responsible for having all areas of his/her certification/ licensure on file with the Board.

- G. No bargaining unit member new to the District shall be employed in a position if a member on the Reduction In Force list has the proper certification/licensure for such position.
- H. Suspended bargaining unit members shall have the right to remain in the group fringe benefit programs, provided by the Board, by paying their single or family coverage on a monthly basis to the Board under COBRA provisions.
- I. While on the recall list, bargaining unit members will be eligible for training in Adult Education Programs tuition free if the program/class has not been filled by tuition paying students. Bargaining unit members will be responsible for all supplies and books when taking classes.

ARTICLE 29 - COVERING CLASSES

- A. Each bargaining unit member may be asked by an Administrator or an Administrator's designee to cover a class. The member shall have the right to refuse such request. No reprisals will be taken against a member who refuses such a request.
- B. Any bargaining unit member who agrees to cover a class(es) shall be paid fifteen dollars (\$15.00) per classroom period. Class coverage for a lab will be paid at twenty dollars (\$20.00) for each fifty-one (51) minute period of lab and \$50.00 for an entire laboratory.

ARTICLE 30 - X-OPTION

- A. A minimum of thirty (30) total students is required to be X-Option along with a minimum of ten (10) in either lab. The special compensation earned from the beginning of extended time to October 15 shall be paid in one (1) lump sum via supplemental contract on the first pay in November. The remainder shall be evenly spread over the remaining pays in the contract year.
- B. Whenever enrollment is below twenty-five (25) total students or ten (10) students in either lab in a secondary CTE job training program which has two (2) labs taught by one (1) CTE bargaining unit member, that program may be switched from a double lab format to a combined laboratory format.
- C. If the enrollment falls below thirty (30) students total or ten (10) students in either lab, then the supplemental compensation outlined above will be divided by 180 student contact days to establish a per diem rate of pay. That rate of pay will be multiplied by the number of student contact days between the first day of school with students and October 15 with the ensuing total paid in one (1) lump sum via supplemental contract on the first pay in November.
- D. Career Technical bargaining unit members with combined programs [juniors and seniors together in the same lab due to insufficient enrollment to fund a split junior/senior lab] may voluntarily request to be placed in the split lab format by making such a request in writing to the Superintendent by April 1 for the subsequent school year. Those Career Technical bargaining unit members who make such a request expressly waive their right for any supplemental compensation for the subsequent school year unless the program enrollment reaches the supplemental compensation level as defined above. The master schedule is created based upon program enrollment as of April 1st. Changes in program enrollment after April 1st will be reflected in the master schedule, when possible.

ARTICLE 31 - ADULT CAREER EDUCATION (ACE) STAFF

ACE members are entitled to the rights and benefits of this Contract except as excluded or modified below. ACE staff whose positions are self-supporting and contingent upon tuition, grants, state funding, and/or enrollment will be excluded from the bargaining unit.

A. Workday

1. ACE bargaining unit certified staff shall have a maximum of twenty-five (25) student/client hours per week.
2. ACE bargaining unit members shall be provided on average at least the equivalent of forty-five (45) preparation minutes per day. "Planning time" shall be defined to mean time spent in the act of professional preparation to conduct instructional activities.
3. ACE bargaining unit certified staff have a thirty (30) minute duty free lunch when working five (5) hours or more per day.
4. ACE bargaining unit staff shall attend/participate in up to two (2) program graduations per year. In lieu of pay, members may earn compensatory time for the hour(s) attending or may choose to not attend one (1) or more of the required monthly inservice meetings (Article 15 A.1.) for the equivalent time earned.
5. ACE bargaining unit certified staff will participate in the one-day planning time or meeting for ACE.
6. ACE bargaining unit certified staff will participate in other appropriate school-wide professional development activities such as HSTW waiver days, school-wide in-service, etc.
7. If an ACE certified staff member covers another ACE class or lab during his/ her prep time, the member will be paid an additional fifteen dollars (\$15.00) per hour.

B. Workload

ACE bargaining unit certified staff shall have a class size limit of twenty (20) students to one (1) instructor (at any given time, not total year enrollment) for self-paced curriculum. A class size of twenty-five (25) students to one (1) instructor will apply for all other classes (at any given time, not total year enrollment).

C. Contracts

1. Contract days will be mutually determined by director, supervisor, employee, and Association representatives. The decision will be based on the State/ Board program requirements and the educational needs of the ACE students/ clients.
2. The number of contract days for ACE staff new to the District shall be increased by one (1) day in their first year of employment. This additional day will be at no additional cost to the ACE Program.

ARTICLE 32 - EXTENDED TIME

- A. Extended time days shall be set annually by the Board of Education. An extended time contract is a supplemental contract and expires at the end of the school year for which it is issued.
- B. A teacher shall request the issuance of an extended time contract in accordance with the Extended Time Application Procedure. Any bargaining unit member issued a contract will be paid per Article 12 E.
- C. Non-teaching certified personnel (VOSE, Guidance, GRADS, Student Placement Liaison, etc.), at their option, may apply for up to four (4) flex days in lieu of all or part of extended time. The Educational Technologist and the School and Community Relations Coordinator, at their option, may each apply for up to ten (10) flex days.

ARTICLE 33 - LABOR-MANAGEMENT COMMITTEE/SCHOOL CALENDAR INPUT

- A. The Wayne County Joint Vocational School District Board of Education and the Wayne County JVS Education Association agree to establish a Labor-Management Committee consisting of three (3) members appointed by the Association and three (3) members appointed by the Board. The Committee shall meet at mutually agreeable times, at least once per month during the school year, for the purpose of discussing, not negotiating, issues of concern to both parties. This Committee will not negotiate issues related to the Negotiated Agreement between the Association and the Board.
- B. The Association President shall have input on the school calendar. In addition to dates currently designated, the school calendar shall delineate dates for Parent/Student Orientation and Open House.

ARTICLE 34- TUITION REIMBURSEMENT

- A. The Board shall set aside twenty-five thousand dollars (\$25,000) per contract year to provide tuition and/or registration reimbursement for earned college credit or workshops in a program designed and maintained by the Association for college courses or workshops that must be taken in the area(s) of the individual's certification/licensure or other matter approved by the LPDC and/or Association. This fund is to be used only for courses and workshops selected by the teacher.
- B. The Treasurer will pay any individual's' tuition or registration within thirty (30) calendar days of submission of the form signed by the employee having attached copies of all receipts for expenditures. The Association Vice-President must submit tuition reimbursement requests to the Treasurers' office no later than June 30 each year.
- C. Any unused portion of the tuition reimbursement allocation, in any contract year, shall be carried over to the next contract year except in the year of contract expiration when any unused amount shall be retained in the General Fund.

**ARTICLE 35 - NEW STUDENT/PARENT ORIENTATION, OPEN HOUSE,
AND CHECKOUT DAY**

A. Student/Parent Orientation

1. Bargaining unit members will be present during Student/Parent Orientation not to exceed four (4) hours' duration. Every effort will be made to balance out assignments.
2. A Career Technical teacher may choose to be present for the entire six (6) hours of Student/Parent Orientation. If a Career Technical teacher chooses to attend the six (6) hours, he/she may choose to be compensated in one of two ways: 1) two (2) hours of compensatory time after seniors' last school day, or 2) to not report on Checkout Day. The Career Technical teacher must notify his/her supervisor of his/her choice. Arrangements must be made with his/her immediate supervisor regarding compensatory time or not reporting on Checkout Day.

B. Open House

Bargaining unit members will be present for Open House following sophomore visitations not to exceed three (3) hours' duration.

C. Checkout Day

Bargaining unit members who completely fulfill the requirements of Sections A and B, above, and have received the approval of their supervisor with respect to the completion of all year-end reports, will be permitted to leave school on the final day of their regular contract (excludes extended time) as soon as they have completed checkout procedure in the front office. Supervisors and front office checkout personnel will be available for checkout beginning at 7:30 AM. Bargaining unit members who do not fulfill 100% of the above requirements will be required on the final day of their regular contract (excludes extended time) to attend other meetings set by the Administration with checkout at the end of the day. Checkout must be completed by all members on the final day of their regular contract.

D. Cancellation

Cancellation of Orientation and Open House due to inclement weather or other circumstances beyond the control of the Administration shall not void the requirement of staff to be in attendance when the event is rescheduled.

ARTICLE 36 - SATELLITE PROGRAMS

A. Definitions

1. A "satellite program" is defined as a foundation based program the Board may establish or discontinue from time to time that involves the delivery of education services by unit members directly on the premises or at the facilities of an Associate School District.
2. A "satellite program teacher" is any teacher that is employed in a satellite program on or after June 1, 2008. Only new "satellite program teachers" are impacted by paragraphs B and C. All satellite teachers, regardless of hire date, follow paragraph D.

B. Transfer Rights

1. There shall be no rights of transfer of any bargaining unit member except those placed in a satellite program prior to June 1, 2008.
2. No satellite program teacher will have the right to transfer outside of the Associate School District where the satellite program operates.

C. Seniority

1. The seniority of a satellite program teacher shall begin with the first date of employment in the satellite program at an Associate School District. Any ties in seniority will be broken based upon the seniority held in the Associate School District prior to employment in the satellite program, if applicable.
2. For purposes of RIF (Article 27) and Vacancy and Posting (Article 26), seniority rights of a satellite program teacher may only be exercised within any satellite program operated by the Board at the Associate School District where the satellite program teacher is assigned. A satellite program teacher will have no right to bump outside any satellite program in the Associate School District where assigned.
3. Teachers employed by the Board in a satellite program prior to June 1, 2008 shall retain their seniority and have all rights to exercise that seniority to move back to the main campus of the Board in the event of a RIF under Article 27 or in filling a vacancy under Article 26.

D. Work Schedule

1. Any teacher employed in a satellite program will follow the schedule of the Associate School District where the satellite program is operating, including attendance at meetings before or after school as agreed to between the Board and the Associate School District administration. Paragraphs A and B of Article 15 shall not apply to teachers employed in a satellite program.
2. Any teacher employed in a satellite program will be subject to the calendar of the Associate School District where the satellite program is operating. Should the work year of the Associate School District be longer than the Board's year, unless there is an agreement with the Associate School District to have the year for the teacher in the satellite program reduced to the same length as the Board's school year, the teacher working in the satellite program shall be paid the teacher's per diem rate for any day's worked beyond the Board's scheduled work year. Should the work year of the Associate School District be shorter than the Board's work year, the teacher working in the satellite program will be expected to work the additional days necessary to equal the Board's work year as directed by the Board's administration.

E. Salary Placement

If a teacher is employed in a satellite program from the Associate District where the satellite program is being operated, the teacher shall be placed on the collective bargaining agreement's salary schedule on the appropriate education column at the same or closest dollar amount for the Associate District's salary schedule for the corresponding year.

F. Program Elimination

1. Nothing in this Agreement shall prevent the elimination of any satellite program.

G. Contract Applicability

1. Except as otherwise provided in this Article, all other provisions of the collective bargaining agreement shall be applied to satellite program teachers.

ARTICLE 37 - EMPLOYMENT OF RETIRED TEACHERS
(PRP - Previously Retired Personnel)

A teacher retired under the State Teachers Retirement System ("Previously Retired Teacher" or "PRT") may be employed/reemployed under the following conditions:

- A. The number of PRTs each year will not exceed five percent (5%) of the total bargaining unit.
- B. There is no qualified current bargaining unit member available for the position.
- C. Candidates must meet any certification/licensure requirements that are applicable.
- D. Candidates must go through the established interviewing and selection process and will be considered on the basis of their merits, qualifications and the needs of the District.
- E. Prior employment in the District is no guarantee of post-retirement employment or a particular assignment, if hired. A current employee who retires and intends to return under provisions of this policy must completely fulfill the provisions of his/her last pre-retirement individual contract of employment in order to be considered for post-retirement employment.
- F. PRP are not eligible for continuing contracts and will be awarded one (1) year contracts that will automatically expire at the end of the school year without notice of nonrenewal and without compliance with ORC 3319.11 and 3319.111.

For the purpose of PRP, the parties expressly agree that this provision supersedes and replaces ORC 3319.11 and 3319.111 and differs from the rights of other personnel contained in the Negotiated Agreement.

- G. PRP will receive credit for up to five (5) years' experience and full credit for their educational level.
- H. A "retired" teacher who is rehired under this section ("retired/rehired teacher") is eligible to participate in the Board's health and dental insurance coverages under the single or family benefit plans. The retired/rehired teacher may also participate in the Board's life insurance programs at his/her own expense. All payments will be made through payroll deduction.
- I. PRP are not eligible to participate in any retirement incentive programs; nor are they eligible for severance pay. In accordance with ORC 3307.352, a special benefit which consists of a single life annuity with a reserve based on the retiree's contributions during their period of service as a regular teacher will be provided.

- J. PRP will be eligible to accumulate Sick Leave. Sick Leave shall commence at zero (0) days for PRP. PRP shall earn one and one-quarter (1-1/4) days of Sick Leave per month for the duration of their reemployment. PRP may request an advance of up to five (5) days of Sick Leave, if necessary. PRP must reimburse the Board for any advanced Sick Leave, which is not earned at the time the PRP severs his/her employment with the District.
- K. PRP will not be eligible for tuition reimbursement.
- L. PRP will not accrue seniority.
- M. PRP are not subject to the mentoring program.
- N. PRP will be considered as new employees to the District with the exception that PRP who previously worked in the District do not need to attend the New Teacher Orientation Program that is held prior to the commencement of classes in August.
- O. PRTs may not be considered for supplemental contract positions if qualified non-retired teachers apply. The parties expressly agree that this provision supersedes and replaces ORC 3313.53.
- P. Subject to these provisions, PRP are part of the bargaining unit and subject to the provisions of the Negotiated Agreement.
- Q. The parties expressly agree and fully intend this Article to supersede and take precedent over any inconsistent and/or contrary provisions of the Ohio Revised Code, the Ohio Administrative Code, Federal laws and regulations, and any other provisions of the Negotiated Agreement.

ARTICLE 38 - IMPLEMENTATION AND AMENDMENTS

A. Agreement Binding Clause

This Contract contains the full and complete agreement between the Board and the Association on all negotiable issues and neither party shall be required, during the term thereof, to negotiate upon any issue whether it is covered or not covered in this Contract unless otherwise mutually agreed.

B. Savings Clause

If the State Legislature, Federal Congress, or court of competent jurisdiction makes a part of this Agreement void, the remainder shall be in force until the expiration date.

C. Reduction In Salary Clause

If it is determined by the District's Treasurer that the financial resources of the District are inadequate to fund the agreed negotiated package, a uniform reduction in salaries and/or fringe benefits may take place for all WCJVSD employees as per the Ohio Revised Code.


D. Duration of Agreement Clause

Except as otherwise provided herein, this agreement shall be effective July 1, 2020, and shall remain in effect until June 30, 2023, at which time it shall expire. In the event that the Board and

the Association fail to secure a successor agreement prior to the expiration day of this Agreement, the parties may mutually agree in writing to extend this agreement for any period of time.

- E.** This Master Agreement shall become effective upon approval by the Association and the Board. This document may be amended by mutual agreement of the Board and the Association.
- F.** This Master Agreement was made and entered into this _____ day of _____, 2020, by and between the Board and the Association.

BOARD OF EDUCATION


Philip Keener, President

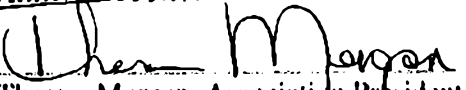

Dr. Rip Crain, Superintendent



Mary Workman, Treasurer

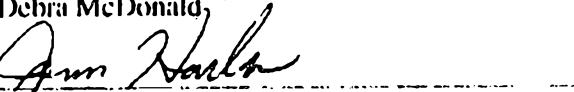
This Master Agreement as amended and its appendices were adopted by the Board on May 20, 2020.



Mary Workman, Treasurer

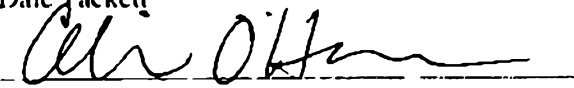
ASSOCIATION


Theresa Morgan, Association President


Debra McDonald,


James Harlan


Dale Tackett


Celia O'Hearn

This Master Agreement as amended and its appendices were adopted by the Association on June, 2020.


Dale Tackett, Secretary

Grievance # _____

**GRIEVANCE PROCEDURE
STEP ONE**

Date

Grievant

Supervisor

Date Grievance Occurred

1. Statement of Grievant:

2. Relief Sought:

Signature of Grievant

Date

Disposition by Supervisor

Signature of Supervisor

Date

Grievance # _____

**GRIEVANCE PROCEDURE
STEP TWO**

Date

Grievant

Supervisor

Date Grievance Occurred

1. Statement of grievant:

2. Relief sought:

Signature of Grievant

Date

Disposition by Superintendent

Signature of Superintendent

Date

Complaint # _____

**FORMAL COMPLAINT PROCEDURE
STEP ONE**

Date

Complainant

Supervisor

Date Cause of Complaint Occurred

Request for a Meeting On:

1. Statement of Complaint:

2. Relief Sought:

Signature of Complainant

Date

Disposition by Supervisor

Signature of Supervisor

Date

Complaint # _____

FORMAL COMPLAINT PROCEDURE
STEP TWO

Date

Complainant

Supervisor

Date Cause of Complaint Occurred

Request for a Meeting On:

1. Statement of Complaint:

2. Relief Sought:

Signature of Complainant

Date

Disposition by Superintendent

Signature of Superintendent

Date

Topics for Review by EPEC

The Association and Administration agree the following items are topics for review by EPEC for consideration for inclusion in a Wayne County Career Center Teacher Evaluation Handbook. The Handbook needs to contain separate provisions for those evaluated under OTES and those who are not evaluated under OTES.

1. Timetable for Evaluation Process including SGM timeline, observation procedures, and forms
2. Improvement Plan procedure and forms
3. Remediation plan procedure and forms
4. Orientation for new teachers
5. Professional Development for training on OTES
6. Review of newly adopted OTES procedures
7. Training on SGM (new developments or new teachers)
8. Walk-through forms, procedures, and requirements
9. Calculating Teacher Performance Rating
10. SGM Categories and Percentages
11. Role of Mentor Teacher for Improvement Plans
12. eTPES

For the Association

For the Administration

PROCEDURES FOR REQUESTING A LICENSED TEACHING ASSISTANT

1. CTE teacher may request a teaching assistant by putting such request in writing to the Supervisor and Superintendent.
2. A meeting will be held with the requesting CTE teacher, Association representative and the Superintendent to review the need for a teaching assistant.
3. Teaching Assistant job descriptions are located on the staff intranet.
4. CTE teacher will be part of the Teaching Assistant hiring process.
5. Teachers with Teaching Assistants will only receive 25% of the X-Option pay.
6. If the CTE teacher no longer wishes to have a Teaching Assistant, the request will be put in writing to the Supervisor and Superintendent.
7. If a Teaching Assistant is assigned by Administration, the CTE teacher will have no reduction in their X-Option pay.

Non-Contractual:

Staff will receive notice of all check out times via all-staff e-mail/Google Doc communication.

In addition to the contractual changes, the Administration commits to providing more opportunities for co-teaching or overlapping academics and the Association and Administration agree certified staff not in a classroom may be utilized to teach a class or classes.

STATEMENT OF INTENT

Any teacher involved in educating a student who is being served under an IEP or 504 Plan will be provided a copy of the Plan. Either an Intervention Specialist or VoSE Coordinator can be contacted by the teacher to discuss questions and concerns related to the IEP or 504 plan, education of students on an IEP or 504 Plan or preparation of reports concerning such Plan.

Further, the District recognizes both regular education and Modified Curriculum teachers need to have training to meet the various needs of students on IEP or 504 Plans, including both educational and legal needs. As such, the District will work to provide appropriate training to assist in meeting those needs.

Intent Statement shall be extra-contractual and placed in the Contract