COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

SCIOTO COUNTY JOINT VOCATIONAL SCHOOL DISTRICT BOARD OF EDUCATION

AND THE

SCIOTO COUNTY JOINT VOCATIONAL SCHOOL TEACHERS ASSOCIATION

July 1, 2026 THROUGH June 30, 2029

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APPENDIX 1: SALARY SCHEDULES

ARTICLE 1: RECOGNITION

1.1 Recognition

The Scioto County Joint Vocational School District Board of Education, hereinafter called the Board, recognizes the Scioto County Joint Vocational School Teachers Association, OEA/NEA, hereinafter called the Association, as the sole and exclusive bargaining agent for the purpose of collective bargaining.

1.2 Bargaining Unit Member

Classroom teachers, instructional staff, support staff, such as ICP Coordinator, Vocational Evaluator, Special Education Coordinator and Guidance Counselors hired after July 1, 2010 are Members of the Bargaining Unit. Bargaining Unit Members are hereinafter referred to as all professional, non-supervisory licensed/certified personnel employed by the Board, including but not limited to department chairpersons. The bargaining unit shall not include any personnel employed as management level personnel (e.g. Superintendent, directors) or Supervisors as defined in Section 4117.01 of the Ohio Revised Code.

None of the Bargaining Unit Members' rights guaranteed by Chapter 4117 of the Ohio Revised Code shall be abridged by this Agreement.

1.3 Unless otherwise specified, a day shall be a school day during the regular school year. A day shall be a weekday (Monday through Friday) during summer vacation.

ARTICLE 2: "GOOD FAITH" BARGAINING

2.1 "Good Faith" Defined

"Good Faith" requires that the Association's and the Board's negotiators come to the negotiating table with the intention of negotiating, not of dogmatically pursuing preconceived stands. "Good Faith" requires that the Association and Board react to each other's package proposal or package counter proposal. If a package proposal or package counter proposal is unacceptable to one of the parties, that party is obligated to give its reasons and offer a package counter proposal. "Good Faith" requires both parties to recognize negotiations as a shared process. The obligation of the Board or its representatives and the representatives of the Association to meet for purposes of negotiations to bargain collectively as defined in ORC 4117.01(G) which states: "To

bargain in collectively" means to perform the mutual obligation of the public employer, by its representatives, and the representatives of its employees to negotiate in good faith at reasonable times and places with respect to wages, hours, terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement, with the intention of reaching an agreement, or to resolve questions arising under the agreement. "To bargain collectively" includes executing a written contract incorporation the terms of any agreement reached. The obligation to bargain collectively does not compel either party to agree to a package proposal or require the making of a concession.

ARTICLE 3: SUBJECTS FOR BARGAINING

3.1 This recognition constitutes an agreement between the Board and the Association to attempt to reach mutual understandings regarding matters related to wages, hours, and terms and other conditions of employment for members of the bargaining unit. The Board and the Association recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the District.

ARTICLE 4: PROCEDURES FOR BARGAINING A SUCCESSOR CONTRACT

4.1 Negotiating Teams

Designated representatives of the Board will meet with designated representatives of the Association for the purpose of discussion and reaching mutually satisfactory agreements. All negotiations shall be conducted exclusively between the teams. The parties may call upon professional and lay consultants to assist in negotiations if prior notice is given and may use its consultants in manners it deems necessary.

The expense of such consultants shall be borne by the party requesting them.

4.2 Submission of Issues

Upon the request of either party to open negotiations for a successor contract, a mutually acceptable date for an initial meeting shall be set between January 1 and February 1 of the year the agreement expires, unless the two parties mutually agree to a later date.

All articles proposed for negotiations shall be submitted in writing by the Association and the Board representative(s) at the initial meeting. No additional articles shall be submitted by either party following the initial meeting, unless mutually agreed by the parties.

The Association shall submit in writing their complete initial proposal to the representative(s) of the Board at the second meeting. The Board representative(s) will submit in writing its complete initial proposal to the Association's representatives no later than one (1) week after it receives the Association's initial proposal. The second meeting, and all necessary subsequent meetings, shall be called at times mutually agreed by the parties.

4.3 Caucus

Upon request, either party may caucus for a time not to exceed thirty (30) minutes, unless mutually agreed.

4.4 Exchange of Information

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

4.5 Progress Reports

Statements to the media may be issued by either party. A copy of any media release shall be furnished to the other party at the same time.

4.6 Reaching Agreement

As a tentative agreement is reached on each issue, it shall be reduced to writing and initialed by each party. When total consensus is reached, the proposed successor agreement shall be reduced to writing and submitted to the Association and the Board for ratification.

4.7 Impasse

A. Alternate Dispute Resolution procedure the parties agree to the following in lieu of the dispute resolution in 41174.14 of the revised code.

1. Either party may declare impasse in negotiations
2. The parties shall mutually petition the Federal Mediation and Conciliation Service for the assigned mediator

3. The mediator shall have the authority to call meetings at times and locations acceptable to the parties. Mediation can be held for thirty (30) days before 3.05 A.4 is declared. The parties may mutually agree to extend the thirty (30) Day period of mediation. The Parties will evenly split the mediator's costs and fees as long as the fees cannot be provided free of charge.
4. After meeting with the mediator either party is free to declare ultimate impasse.

B. The declaration of ultimate impasse will require the Board to reduce a final offer to writing and present such an offer within five (5) calendar days from the declaration of ultimate impasse by either party.

1. The Association will conduct a vote on the final offer, communicating results to the Board.
2. If the offer is rejected, the Association may notify the Board of notice to strike under 4117.14(G) (2).

ARTICLE 5: IMPLEMENTATION AND AMENDMENT

5.1 This Agreement shall become effective upon its ratification by the Association and the Board. During the life of this agreement, it may be amended by mutual consent of both parties. If there are proposed changes in wages, hours, terms and other conditions of employment, a meeting to negotiate such amendment proposals shall be held not more than ten (10) days following a written request for such meeting by either party. Negotiations shall be conducted in accordance with the procedures in the document, but such amendment proposals shall not be permitted during the negotiations period defined in Article 4.

ARTICLE 6: FAIR DISMISSAL POLICY

6.1 Termination of Contract

Termination of Bargaining Unit Member's contract shall be according to Section 3319.16 and related provisions of the Ohio Revised Code.

6.2 Non-Renewal of Regular Limited Contract

1. Non-renewal of a Bargaining Unit Member's regular limited contract, if the Bargaining Unit Member has more than three (3) years of service in the District, shall be for just cause. A challenge to such non-renewal may be made exclusively under the terms of the grievance procedure appearing in Article 7 of

this Agreement, and the procedures appearing in Section 3319.11 (G) of the Ohio Revised Code shall not apply.

2. Non-renewal of a Bargaining Unit Member's regular limited contract, if the Bargaining Unit Member is completing his/her first, second, or third years in the District, shall be in accordance with Sections 3319.11 and 3319.111 of the Ohio Revised Code using the evaluation procedure referenced in Article 8 of this Agreement. A challenge to such non-renewal may be made exclusively under the terms of Sections 3319.11(G) and 3319.111 of the Revised Code, and the terms of the grievance procedure appearing in Article 7 of this Agreement shall not apply.
3. For purposes of Paragraphs 1 and 2 above, a "year of service" means a school year in which the Bargaining Unit Member works at least one hundred twenty (120) school days under a regular limited contract.
4. Reasons for non-renewal of a Bargaining Unit Member's contract shall be clearly stated and given, in writing, to the Bargaining Unit Member by the Superintendent, the Second Principal, or the Bargaining Unit Member's immediate supervisor.
5. The notification date for non-renewals shall be no later than two workdays after the May Board Meeting.

6.3 Fair Dismissal Procedure

1. A full written record of evaluation of a Bargaining Unit Member's professional service shall be maintained (prior to any action or dismissal or reprimand or discipline). Copies of such information shall be available to the Bargaining Unit Member upon written request.
2. Formal reprimand or discipline of a Bargaining Unit member by an administrator for alleged violation of Board regulations or regarding professional performance or conduct shall, upon request of the Bargaining Unit Member, be in the presence of a member representative the Association and shall be for good and just cause.
3. Traditional principles of progressive discipline will be followed unless the nature and severity of the offense warrant immediate disciplinary time off or termination.
4. Grounds for dismissal shall be clearly defined and given to the Bargaining Unit Member in writing with notification of the Board's intent.
5. Termination notice shall be in accordance with ORC 3319.16.
6. A Bargaining Unit Member so notified shall have the opportunity to appear before the Board to respond to the allegations prior to official Board action. This meeting shall be in executive session or public at the Bargaining Unit Member's discretion. The Bargaining Unit Member may have an Association representative of his/her choice to help represent him/her at this meeting with the Board.

ARTICLE 7: GRIEVANCE PROCEDURE

7.1 The Board recognizes that in the interest of effective personnel management a procedure is necessary whereby its Bargaining Unit Members can be assured of a prompt, impartial, and fair hearing on their grievances. Such procedures shall be available to all Bargaining Unit Members and no reprisals of any kind shall be taken against any Bargaining Unit Member initiating or participating in the grievance procedure.

The primary purpose of this procedure shall be to obtain, at the lowest administrative level and in the shortest period of time, equitable solutions to grievances which may arise from time to time. Both the Board and the Association agree that grievance proceedings shall be handled in a confidential manner.

A grievance is an alleged violation misinterpretation or misapplication of this agreement.

7.2 General Provisions

1. An individual grievance shall be initiated by the person aggrieved.
2. A group grievance may be initiated by the Association on an alleged violation that affects one (1) or more Bargaining Unit Members.
3. An alleged violation should be first discussed informally with the appropriate administrator prior to initiation of the grievance procedure.
4. A grievance shall be reduced to writing and include: (a) the alleged violation, (b) relief sought; and (c) date of initiating the procedure. This form shall be presented to the Grievance Committee of the Association for discussion before going to Level I.
5. The Association shall be available to assist any Bargaining Unit Member in preparing the information necessary to expedite the procedure.
6. Time limits given shall be considered as maximum unless extended by mutual written agreement.
7. Failure of the aggrieved to proceed within the specified time limits to the next level of the procedure shall mean the grievance has been resolved by the recommendations stated in the previous level.
8. A day shall be a school day during the regular school year. A day shall be a weekday (Monday through Friday) during summer vacation.
9. Failure of the Administration or Superintendent to respond in the time limit stated (5) school/work days at Level I, Level II or Level III shall mean the grievance will automatically move to the next higher level. If there is no response within seven (7) school/work days, the grievance will be granted, with the understanding that any dispute over the appropriateness of the requested remedy will be promptly submitted to arbitration under Level IV of the grievance procedure for resolution.

10. When it has been determined by the supervisor that the subject is not within his realm of responsibility or control, the grievance may be initiated at Level II. The supervisor who makes this determination shall make written notice to the aggrieved and to the Superintendent within the allowable time limits of Level I, stating that the subject is not within his realm of responsibility or control.
11. Resolution of a grievance at any level shall apply to the stated grievance and shall in no way infringe on the statutory obligation or other policy of the Board.
12. Nothing contained in this procedure shall be construed as limiting the individual rights of a Bargaining Unit Member having a complaint or problem to discuss the matter informally with members of the Administration through normal channels of communication.
13. Nothing contained in this procedure shall be construed as limiting the rights of a Bargaining Unit Member from using other professional or legal rights in resolving a complaint or problem.
14. The Association shall represent the aggrieved (unless the aggrieved chooses not to be represented in accordance with Section 4117.03 of the Ohio Revised Code) and shall be present at all grievance meetings.
15. The Superintendent may at his/her discretion issue a waiver of levels if he/she determines that the level of authority is beyond Level I or II.
16. The grievance procedure shall accelerate to Level IV whenever a grievance is filed pertaining to reasons for a Reduction in Force.

7.3 Level I – Administration

A copy of the written grievance shall be submitted to the supervisor within twenty-five (25) days of becoming aware of the alleged violation.

A meeting shall be mutually agreed upon between the aggrieved and the supervisor within five (5) school/work days of the filing of the grievance. Either the aggrieved or the supervisor may have present such people who may provide information related to the grievance. Discussion at this meeting shall be confined to the issues as stated in the grievance and the relief sought.

Within five (5) school/work days of the meeting, the supervisor shall provide the aggrieved with a written response stating his/her position and suggestion(s) for resolution of the grievance.

7.4 Level II – Superintendent

If the aggrieved is not satisfied with the response in Level I, he/she may within five (5) school/work days of receipt of the response, submit the grievance to the Superintendent and request a meeting to discuss the grievance. The meeting shall be within five (5) school/work days of the request. The meeting shall be conducted in a manner as stated in Level I. Within five (5) school/work days of the meeting, the Superintendent shall provide the aggrieved with a written response stating his/her position.

7.5 Level III- Board

If the aggrieved is not satisfied with the response in Level II, he/she may, within five (5) school/work days of receipt of the response, submit the grievance to the Board Treasurer and request a meeting to discuss the grievance.

The meeting with the Board shall be held no later than the next regular Board meeting, or the aggrieved may request and be granted a special board meeting. Such grievance meeting shall be held in executive session, but the grievance shall be acted upon only in public session. The Board Treasurer shall make written notification (by hand delivery or certified mail) to the aggrieved of the time and place of this meeting with the Board as soon as possible. Within five (5) school/work days of this meeting the Board President shall provide the aggrieved with a written response stating the Boards' position.

7.6 Level IV – Arbitration

A. If the grievant and the Association are not satisfied with the disposition at Level III, within five (5) days after receipt of the Board President's disposition the grievant and the Association may submit a request to the Superintendent for FMCS mediation. Within five (5) days of the request, the parties shall mutually agree on a FMCS mediator. If the parties cannot agree, then FMCS will appoint a mediator. The parties shall participate in a FMCS grievance mediation session, which shall be held as soon as practical in accordance with the mediator's availability under the rules of FMCS for voluntary grievance mediation.
B. If the Association is not satisfied with the response at Level III or Mediation, he/she may within five (5) school/work days of receipt of such written response make written request to the Board and the Association that the grievance be submitted to arbitration.

If the Association agrees that the grievance should be arbitrated, the arbitrator shall be selected from the list provided by the Federal Mediation and Conciliation Service according to FMCS Rules for Voluntary Arbitration. The Parties shall jointly request a

list of seven (7) Arbitrators within thirty (30) calendar days from the date of appeal by the Association.

C. An Arbitration shall be selected by the alternative strike method and notified in accordance with the rules of the FMCS. The arbitrator's authority shall be limited to deciding whether the express articles of this agreement have been violated, the arbitrator shall have no power to alter, add to, subtract from, disregard, or modify any of the terms of this agreement. The arbitrator shall expressly confine of himself/herself to the precise issue(s) submitted to arbitration and shall have no authority to decide other issue(s) not so submitted to him/her or to submit observations or declarations of opinion not directly essential in reaching his decision.

D. The arbitrator's decision, if within the scope of his authority as set forth above, shall be binding on the Association, its members, the grievant(s), and the Board and its administrators, subject to the arbitration provisions of the Ohio Revised Code.

E. No grievance shall be filed concerning a matter which has been made the subject of a charge with a state and federal agency or a complaint in a state or federal court. (example: EEOC, OCRC, Sexual Discrimination, this list is not the inclusive list).

F. Cost of the arbitrator shall be shared equally by the Association and the Board.

G. A Bargaining Unit Member subpoenaed to appear at an arbitration hearing will receive full pay in accordance with the terms of Article 26, Section 26.1 of this Agreement if a copy of the employee's subpoena is furnished to the Superintendent in advance of the hearing. A non-subpoenaed Bargaining Unit Member who attends such a hearing, or a subpoenaed employee who fails to furnish a copy of the subpoena to the Superintendent in advance of the hearing, may utilize personal leave, if available, or unpaid leave for this purpose.

H. The absence from duty of a Bargaining Unit Member whose presence at such arbitration hearing is required will not be counted against the employee for the purpose of determining whether the employee qualifies for an individual or group attendance incentive payment under Article 41 of this Agreement.

I. If the grievance being arbitrated involves more than three (3) grievants, the arbitration hearing will be conducted outside of normal work hours unless otherwise mutually agreed.

ARTICLE 8: EVALUATION PROCEDURE

8.1 This Article constitutes the parties' jointly developed Teacher Performance Evaluation program. The Evaluation Development Committee will take all necessary steps to implement and thoroughly train staff in all periodically changing evaluation tools and procedures as per the Ohio Department of Education. The following forms are located in the Teacher Evaluation Policy.

1. Teacher Observation Log (page 8)
2. Teacher Evaluation Instrument (page 27-36)
3. Walk-through form (page 13-15)

8.2 Evaluation Guidelines and Procedures

A. The teacher evaluation procedure contained in this agreement applies to the following employees of the District:

i. Teachers working under a license issued under sections 3319.22, 3319.26, 3319.222 or 3319.226 of the Ohio Revised Code who spend at least fifty (50) percent of their time providing student instruction.
ii. Teachers working under a permanent certificate issued under section 3319.222 of the Ohio Revised Code as it existed prior to September 2003 who spends at least fifty (50) percent of their time providing student instruction.
iii. Teachers working under a permanent certificate issued under section 3319.222 of the Ohio Revised Code as it existed prior to September 2006 who spends at least fifty (50) percent of their time providing student instruction.
iv. Teachers working under a permit issued under 3319.301 of the Ohio Revised Code who spend at least fifty (50) percent of their time providing student instruction.

B. The Board will adopt a list of approved credentialed evaluators. Each teacher evaluation conducted under this policy shall be conducted by a person: 1) who is eligible to be an evaluator in accordance with ORC 3319.111(D); and 2) who holds a credential established by ODE for being an evaluator. Every evaluator must complete state-sponsored evaluation training and is required to pass an online credentialing assessment. Each employee shall be notified of the name and position of the evaluating supervisor(s) at the beginning of each school year. The primary observations will be conducted by the teacher's immediate supervisor.

C. If the immediate supervisor(s) is unavailable to conduct the primary observation/evaluation the teacher may select an observer within the CTC who are eligible to be an evaluator in accordance with ORC 3319.111(D); and who hold a credential established by ODE for being an evaluator. Every evaluator must complete state-sponsored evaluation training and is required to pass an online credentialing assessment.

D. The individual who has responsibility for the formal evaluation of the Bargaining Unit Member must complete two observations of at least thirty (30) minutes in duration for each evaluation.

E. All Bargaining Unit Members evaluated pursuant to this policy are to have the individual responsibility of effectively implementing and completing all job performance criteria, duties and responsibilities as identified.

8.3 Evaluation

A. Evaluation Development Committee

1. The Association and the Board agree to a joint Evaluation Development Committee (EDC) for the purpose of monitoring the evaluation tool. The EDC may review the evaluation tool for changes that are necessitated either by law or by the use of the tool. However, the changes cannot occur until the end of the school year unless otherwise dictated by law. All recommended changes must be approved by the Board and the Association. Teachers must be informed of all approved changes at the first teachers' meeting after the changes are approved.
2. The EDC will use the first in-service day to familiarize the teaching staff on the new evaluation tool and how it will be used to evaluate them for the upcoming year. Teachers employed after this time will, not later than thirty (30) days after initial employment with the District, be provided with information concerning the evaluation tool and its use by their immediate supervisor.

B. Prior to the beginning of each observation, the evaluator and the Bargaining Unit Member will conduct the pre-observation conference no earlier than one day prior to the observation. After the completion of each observation the bargaining unit member and their immediate supervisor will complete the post-observation conference no more than two days after the observation. Both the Bargaining Unit Member and evaluator must fill out and sign the Teacher Observation Log Form indicating the time the observation began and the time the observation ended. The final formal evaluation will be completed and presented to the teacher by May 10. Both the teacher and evaluator shall sign and date the evaluation form. The teacher's signature indicates only that he/she has received and read the form; it does not necessarily indicate that he/she agrees with the evaluation, comments and ratings.

C. If a bargaining unit member receives a Most Effective rating on their final summative rating, he/she will complete their self-directed growth plan.

D. If a bargaining unit member receives an Above Average, Average, or Approaching Average rating on their final summative rating, he/she will, in collaboration with their evaluator, create their growth plan.
E. If a bargaining unit member receives a rating of Least Effective on their summative rating, they will be given their growth plan by their evaluator.
F. If a bargaining unit member receives an ineffective or developing rating in performance and/or student growth, the evaluator will provide the teacher with a plan consistent with the Teacher Evaluation Policy (page 43-45).

    1. The Board will provide relevant professional development opportunities during one or more of the two yearly in-service training days. The Board will provide two additional days of relevant training for the teacher that is targeted to the deficiencies identified in the teacher's evaluations. Any additional required days of relevant training for the teacher that is targeted to the deficiencies identified in the teacher's evaluations will be at the teacher's expense. He/she may also be required to work with a district appointed coach.
    2. The district appointed coach shall not have an evaluation role. Other than the notation serving as the coach, the activities will not be part of the coach's evaluation. He/She will not be requested or directed to divulge information obtained during discussions with the teacher.

G. Evaluation methods and techniques other than classroom observations may be used in assessing job performance, including but not limited to informal observations, supervisory input, and classroom walkthroughs that are noted during the normal school day.
H. If a bargaining unit member receives an ineffective rating on two out of the last three of his/her final summative evaluation ratings, that will be considered "just cause" under Article 6.
I. If the Board has entered into a limited contract or extended limited contract with a teacher pursuant to section ORC 3319.11, the Board shall perform a minimum of three formal observations during the evaluation cycle in any school year in which the Board may wish to declare its intention not to re-employ a teacher pursuant to division (B), (C) (3), (D), or (E) of that section.

8.4 Observations

A. The first observation will be completed during the first semester. The second observation will be completed during the second semester.
B. No observation shall take place two days prior or two days after a holiday or extended break unless mutually agreed.

C. The evaluator shall assist the employee in correcting deficiencies noted in the observation. Within ten (10) work days following the post-observation conference, the supervisor and the bargaining unit member shall submit a written plan for correcting the specific deficiencies which shall include a reasonable time and measurable benchmarks between observations to allow time for improvement in the areas of performance deficiencies.

8.5 Walkthroughs

A. A classroom walkthrough is a formative assessment tool designed to inform evaluation, gather evidence of instruction, and provide targeted, immediate, evidence-based feedback to teachers that focuses on one or more of the following components set forth on the Informal Observation Form in the Teacher Evaluation Policy (p. 13-15).
B. A walkthrough is no less than five (5) minutes and no more than fifteen (15) minutes in duration.
C. After each walkthrough, the walkthrough form will be completed and a copy given to the teacher. The goal is to identify and implement effective instructional practices and provide specific measures for improvement to teachers who need additional support. If deficiencies are noted, a formal observation process may be initiated as part of the existing evaluation process.
D. All monitoring or observation, including walkthroughs, of the work performance of a teacher shall be conducted openly.
E. Walkthroughs will only be performed by the bargaining unit member's immediate supervisor, high school principal, and/or superintendent and will be performed periodically.
F. No teacher will have a disproportionate number of official walkthroughs by their immediate supervisor unless the supervisor has provided written documentation to the teacher about performance concerns, or they have had deficiencies noted on other walkthroughs and have been placed on an improvement plan due to these deficiencies. First year teacher's and teachers who have an overall summative rating of ineffective or developing may have more official walkthroughs than more tenured teachers in order to assist the teacher in their development. This language shall in no way restrict an administrator's right to perform unofficial walkthroughs of classrooms in the ordinary course of their supervisory duties.
G. Within thirty (30) days of the evaluation conference, the employee 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 employee's personnel file. A copy signed by both parties shall be retained by the employee.
H. An employee shall be entitled to Association representation at any conference held during this procedure in which the employee will be advised of an impending adverse personnel action.

8.6 Alternative Evaluation Schedule for Accomplished and Skilled

The Board (or its Administration) may elect not to evaluate teachers as follows:

A. A teacher who receives a rating of "Accomplished" on his/her most recent CTC evaluation may be evaluated once every three (3) school years, so long as the teacher's student academic growth measure, for the most recent school year for which data is available, is average or higher, as determined by the ODE. If it is the years for their evaluation, they will be notified by September 1.
B. A teacher who receives a rating of "Skilled" on his/her most recent CTC evaluation may be evaluated once every two (2) years, so long as the teacher's student academic growth measure, for the most recent school year for which data is available, is average or higher, as determined by ODE.
C. In any year that the teacher is not formally evaluated under (a) or (b) above. Their immediate supervisor shall conduct at least one observation of thirty (30) minutes or more of the teacher and hold at least one pre-conference or post-conference with the teacher.

8.7 High Quality Student Data Approval Committee

The HQSD Approval Committee will consist of at least two (2) administrators, chosen by the administration, and four (4) teachers, chosen by the Association. The committee shall meet at and agreed upon time each semester to plan their upcoming meetings. Those meetings will be for the approval of the teacher HQSD.

By the first day of each school year, the committee will present the teachers an electronic or hard copy of the scoring rubric necessary to complete their HQSD verification form for approval.

If any teacher's HQSD is NOT approved, the committee will give specific criteria based responses to those errors in order for the teacher to make the necessary changes. The teacher will receive ten (10) work days to complete the corrections and reapply for approval of the committee. The committee will have the HQSD verification form returned no later than five (5) work days after resubmitting to the committee.

8.8 Safe Harbor

No teacher employed by the SCCTC shall have any employment decisions based upon their summative evaluation score. This section of this article will comply with the House

or Senate bill that is currently in effect dealing with Safe Harbor and its meaning and effect. Safe Harbor will only become invalid IF the language passed by the state legislature is appealed or is no longer in effect.

ARTICLE 9: SALARY

9.1 The base salary for Bargaining Unit Members (Class I, Step 0) will be:

Contract year one applies a 4% base increase. The base salary for Bargaining Unit Members (Class I, Step 0) will be $47,828 for the 2026-2027 school year.

Contract year one applies a 4% base increase. The base salary for Bargaining Unit Members (Class I, Step 0) will be $49,741 for the 2027-2028 school year.

Contract year one applies a 4% base increase. The base salary for Bargaining Unit Members (Class I, Step 0) will be $51,731 for the 2028-2029 school year.

9.2 The 15-year longevity step applies only to employees with fifteen (15) years of bargaining unit and/or teaching experience. The 18-year longevity step of the salary schedule applies only to employees with eighteen (18) years of bargaining unit and/or teaching experience. The 20-year longevity step of the salary schedule applies only to employees with twenty (20) years of bargaining unit and/or teaching experience. The 25-year longevity step of the salary schedule applies only to employees with twenty-five (25) years of bargaining unit and/or teaching experience. The 30-year longevity step of the salary schedule applies only to employees with thirty (30) years of bargaining unit and/or teaching experience.

9.3 Salary Schedule Placement Relative to Education and/or Licensure/Certification for Bargaining Unit Positions

Class I
A Bargaining Unit Member who has a two (2) year provisional license, or after January 1, 2011 has a four (4) year resident educator license (degree or non-degree).

Class II
A Bargaining Unit Member who has earned an initial five (5) year professional license (degree or non-degree).

Class III
A Bargaining Unit member who has earned a Master's degree or a permanent certificate,

Or for career-technical program areas:

1. A degree applicable to the career field, classroom teaching,
2. Or an area of licensure,
3. Or earns and maintains the highest State or National Trade Certification or License available in their trade area.

9.4 Salary Schedule Placement Relative to Prior Teaching Experience and/or Related Work Experience.

1. The Superintendent or designee shall evaluate all previous teaching experience prior to recommending placement on the salary schedule.
2. The Superintendent or designee shall evaluate all previous military experience prior to recommending placement on the salary schedule.
3. Military experience will be granted, in accordance with Section 3317.13 of the Ohio Revised Code, to a Bargaining Unit Member who presents proof of service up to a maximum of five (5) years.
4. The Superintendent or designee shall evaluate all previous non-teaching work experience directly related to the Bargaining Unit Members assigned subject area.
5. The Superintendent's recommendation for placement on the salary schedule will be referred to the Association President and/or executive committee for review and confirmation prior to final approval by the Board. In no event will a Bargaining Unit Member receive vertical placement credit for any year of prior teaching or related work experience that is not clearly disclosed, in writing, by the Bargaining Unit Member on his/her application form at the time of hire.
6. Previous teaching experience, as attained in an accredited school as determined by the Ohio Department of Education, shall be granted to a teacher who presents proof of a minimum 120 worked days teaching experience for any school year.
7. Non-teaching and military experience directly related to the teaching area of a Bargaining Unit member will be credited in lieu of teaching experience on the salary schedule.

*8. Two (2) years of directly related non-teaching work experience are required for each longevity step granted on the salary schedule.

*9. The maximum number of longevity steps allowed for non-teaching work experience shall be five (5).

10. All directly related work experience must be verified using the approved forms.
11. Work experience accepted in order to meet Ohio certification requirements will not be credited as experience on the salary schedule.
12. In any circumstances the amount of experience from No. 2, 5 and 6, when considered either singularly or in combination, will not exceed 12 years.

** 13. For any one year (12 months), credit will not be granted for salary schedule purposes in more than one of the following categories:

(The succeeding order of listing does not establish any priority of consideration.)

A. Teaching Experience
B. Military Experience
C. Related Work Experience
D. Educational Preparation

*Not applicable to anyone employee prior to August 23, 1991.
**For salary schedule placement purposes one year of related work experience shall be defined as eight months/160 worked days of related employment during any 12 month period.

After a Bargaining Unit Member is employed, placed on the salary schedule and performed the initial assignment, reassignment to another position will not be reason to change the salary schedule placement.

9.5 Verification of the Employment and Qualification Evaluation forms that have been approved in this contract are available in the Superintendent's office.

NOTE: A new hire with no teaching or trade work experience will be placed on the Salary Schedule at Step 0.

A new hire with prior teaching experience or trade work experience will be placed on the Salary Schedule by starting the count at Step 0.

EXAMPLE

When we hire a vocational teacher, such as a carpentry instructor, we have to look at their work experience years, teaching experience years, military years and work experience to meet Ohio Certification requirements.

For any one (1) year, credit will not be granted for salary schedule purposes in more than one (1) of the following categories: teaching, military, related work experience or educational preparation.

In any circumstance the amount of experience from military, previous teaching experience or non-teaching related work experience will not exceed 12 years.

The maximum number of longevity steps allowed for non-teaching related work experience shall be 5.

An example for Carpentry Instructor would be:

- 0 years teaching experience
- 0 years military experience
- 13 years related work experience (non-teaching)
- -3 years for certification/licensure requirements (Rio Grande)
- This leaves a total of 10 years related work experience (non-teaching)
- 2 years of related work experience equals 1 year longevity step
- 10 years divided by 2 years equals 5 longevity steps (5 is the maximum number of longevity steps)
- Therefore, this person would be placed at Class I, Step 5

- If a person was a vocational substitute teacher, they would have to sub 120 days within a school year to equal 1 year prior teaching experience.
- An academic teacher coming straight out of college with no teaching experience would be placed at Class I, Step 0.

An example for a Social Studies Instructor would be:

- Bachelor's degree with a 2-year provisional license
- 2 years substitute teaching (120 sub days within a school year)
- 3 years teaching elsewhere
- 5 years total teaching experience
- Therefore, this person would be placed at Class I, Step 5

- If the person would already have a Master's Degree, they would be placed at Class III, Step 5.

ARTICLE 10: ASSOCIATION RIGHTS

10.1 The Association and its affiliates or parent organizations shall have the following exclusive rights:

1. The Association representative in each individual building will have the use of bulletin board space designated by the secondary Principal for Association business.
2. The Association President shall be provided all agendas, minutes, and other information generally provided the public and made available to Board members no later than the time of public distribution. The Association Present (or designee) shall be informed of any agenda changes.
3. Association announcements may be made on school building public address systems in accordance with established procedures.
4. Local Association representatives may make announcements at the end of school faculty meetings. The Association shall have use of the school building in order to conduct Association business, so long as there is no interruption of instructional programs.
5. Names and addresses of newly employed professional staff members shall be provided to the Association following Board approval of their contract.
6. The Association President (or designee) and/or the Consultant of the Association shall have the right to visit buildings. The visitation time desired will not interfere with normal teaching duties of the professional staff member to be contracted.
7. The Board will provide copies of this Agreement to all Bargaining Unit Members. These copies will be distributed by the building representatives.
8. The Association shall have a room designated for Association use and shall be authorized to use, during non-instructional time, Board-owned equipment, including but not limited to typewriters, word processors, computers, copier machines, other duplicating equipment, telephones, calculating machines and all types of audiovisual equipment. (Long-distance telephone charges for Association business will be paid for by the Association.)
9. The Board shall place the Association on regular Board meeting agenda. The Association, upon request, shall be placed on the agenda at all emergency or special meetings. Discussion with the Association shall be in open or executive session at the discretion of the Association, as permitted by law.
10. Upon request of the Association President, the Association shall within five (5) calendar days, excluding Saturday, Sunday, and holidays, and after preparation and verification of financial documents be provided such financial documents that are

regularly and routinely prepared in the normal course of District business. Such documents shall include but not be limited to annual appropriations resolutions, Treasurer's reports, amended certificates, and annual tax budgets, SM-1 and 2.

11. The Association President, (or designee) may address all employees at the initial in-service meetings to explain the purposes and programs of the Association and distribute copies of this Agreement or Association literature.
12. Association officials will be permitted to use non-instruction time for visits to other buildings on official Association business.
13. The Association will be permitted to use school mailboxes to disseminate official Association information.
14. Bargaining Unit Members shall have the right to Association representation at any investigatory interview that the Bargaining Unit Member reasonably believes may lead to disciplinary action or at a meeting in which disciplinary action is taken.
15. Any Association representative involved in representation of a Bargaining Unit Employee at any presentation will not, if the presentation is scheduled on work time, suffer any loss of pay for time spent in such representation.

ARTICLE 11: REDUCTION IN FORCE (RIF)

11.1 By reason of decreased enrollment or lack of sufficient enrollment or lack of sufficient enrollment in a particular class; the return of a Bargaining Unit Member from leave of absence; the suspension of schools and/or territorial changes affecting the District; or financial reasons; the Board may find it necessary to make a reasonable reduction in the number of Bargaining Unit Members. Such reduction shall be accomplished by suspending contracts in whole or in part. The following provisions shall apply when contracts are suspended:

11.2 By November 1 of each year, the Superintendent will give the Association written notice of the ADM based on October student enrollment data. Upon request, the Association will be furnished a copy of the District's EMIS report when it becomes available. Based upon this information, a Bargaining Unit Member may request that the Faculty-Administration Council consider utilizing the employee in some capacity in the District's November recruiting efforts. Notice under this section is not intended to preclude notice of a reduction in force under Section 11.3, Paragraph 4 of this Agreement based on changes in circumstances that evolve subsequent to November 1.

11.3 Implementation: In making such reduction by suspension of contracts, the Board shall proceed to suspend contracts as follows:

1. Preference shall be given first to continuing contracts, then to limited contracts. Other than the distinction between continuing and limited contract teachers, the Board shall not give preference to any teacher based upon seniority, except when making a decision between teachers who have comparable evaluations.
2. The Board shall not transfer, reassign, or re-classify any positions prior to implementation of the RIF that would cause a more senior employee to be laid off before a less senior employee when teachers have comparable evaluations.
3. Layoff shall occur by suspension of contract. The limited contract of an affected Bargaining Unit Member that expires prior to the effective date of the RIF shall be renewed and then suspended to implement the layoff.
4. A Bargaining Unit Member to be laid off due to RIF shall be given ninety (90) days advance written notification prior to the implementation of the RIF as day is set forth in Article 1.3. The Association shall be sent a copy of the notification at the same time. The notice shall state the reason for RIF. The effective date of contract suspension, and the date of the employer's action to implement the RIF. This Paragraph does not apply to a Bargaining Unit Member laid off due to the return of another Bargaining Unit Member from a leave of absence.
5. A Bargaining Unit Member who is notified that he/she is to have his/her contract suspended will have the right to bump the least senior Bargaining Unit Member in any teaching area in which he/she is licensed or able to obtain licensure including a provisional or temporary license. Written notice of intent to exercise this right with specific declaration of person (s) and job(s) targeted to bump must be given to the superintendent or his/her designee, with a copy of the Association, no later than ten (10) work days after date of receipt of contract suspension notice. The Bargaining Unit Member's notice to bump must specify the teaching area and name of the Bargaining Unit Member being bumped.

   The Superintendent or designee, upon receipt of a Bargaining Unit Member's notice of intent to bump, will investigate to substantiate licensure/certification, contract status and seniority. If the bumping request is found to be in compliance with all provisions of this Article, the Bargaining Unit Member being bumped will be notified of the effective date of his/her contract suspension within ten (10) work days of the receipt by the Superintendent or designee of the intent to bump.

11.4 Limitations

1. No new hire shall be employed in a bargaining unit position until all eligible, laid-off Bargaining Unit Members have been offered such position.
2. No transfer, reassignment, or reclassification shall be made during a period of RIF that prevents the recall of a Bargaining Unit Member on layoff status.

3. No current, Non-Bargaining Unit Member shall be assigned to fill a bargaining unit position while an eligible bargaining unit member remains on layoff status.
4. Work previously performed by laid-off Bargaining Unit Members shall not be sub-contracted.
5. Qualifications for a bargaining unit position shall not be upgraded to prevent the recall of a laid-off Bargaining Unit Member.

11.5 Layoff Rights

1. The right to continue group insurance coverage on the same terms as prevailed prior to layoff for a period not to exceed sixty (60) work days from the effective date of the RIF.
2. For layoff purposes only, Bargaining Unit Members employed under continuing contract shall be given preference over limited contract teachers.
3. Credit for salary placement, upon recall, for the same or similar work performed while on layoff status.
4. The right to be notified by mail of all postings for bargaining unit positions.
5. The unchallenged right to unemployment compensation benefits when that Bargaining Unit Member has not been offered an equivalent bargaining unit position during layoff.
6. Additional certification, license, or entry-level requirements earned while on layoff status shall be recognized for recall purposes, provided such information is filed, in writing, with the employer prior to recall.

11.6 Recall Rights

1. Laid-off Bargaining Unit Members shall be recalled in reverse order of seniority in keeping with contract status, licensure/certification, or other entry-level requirements for the bargaining unit position, i.e. most senior laid off employee, first recalled.
2. All laid-off Bargaining Unit Members shall be given the option of being added to the District's substitute list.
3. The Bargaining Unit Member shall be given ten (10) days to accept such offer and shall be granted a minimum of thirty (30) days from date of receipt of the recall notice to report to work.
4. This procedure shall continue until all Bargaining Unit Members of layoff status have been recalled, have retired under an Ohio State Retirement System, have voluntarily resigned or in the case of limited contract employees, or have not accepted an offer or recall within eighteen (18) months from the effective date of layoff.

   The RIF shall terminate when no Bargaining Unit Member remains on layoff status.

The Association reserves the right to present its views on any proposed RIF at an official Board meeting prior to any official action.

ARTICLE 12: FULL-TIME/PART-TIME

12.1 A full-time bargaining Unit Member shall be defined as anyone working 6.75 hours or more per day and thirty-two (32) hours or more per week.

ARTICLE 13: INSURANCE

13.1 The Board will pay 87% of dental, vision and life insurances, and the Bargaining Unit Member will pay the remainder of dental, vision and life insurances. Life Insurance coverage will be $40,000.

The Board will pay 95% of health insurance premiums for those Bargaining Unit Members who select a high-deductible health plan ("HDHP") option, and the Bargaining Unit Member will pay the remainder of health insurance premiums. The Board will pay 85% of health insurance premiums for those Bargaining Unit Members who select a health plan option other than a HDHP, and the Bargaining Unit Member will pay the remainder of health insurance premiums. For purposes of this provision, HDHP by the Internal Revenue Service ("IRS") for the applicable year. The change of health insurance coverage will begin January 1, 2021 with the deduction changes effective December 2020.

All bargaining unit employees eligible for medical insurance coverage who choose to withdraw by January 1st or remain withdrawn from the health insurance will be paid a taxable stipend on the last regular pay of December. However, this stipend will only be paid if there is a minimum of three (3) participants district wide. Members of the Association must provide proof to the District Treasurer of their being covered by another Health Insurance than that of the Scioto County Career and Technical Center to be eligible for the opt-out payment in a. or b. below.

The taxable stipend shall be as follows:

a. Employees eligible for a Single Plan Health Insurance - $1500.
b. Employees eligible for a Family Plan Health Insurance - $2,700.

When an employee and that employee's spouse are both employees of the Board, the Board shall pay the above-defined contributions for two single coverage policies or one family policy. The spouse that is not the employee of record on the insurance policy is not eligible for the medical, dental, or vision insurance stipend payment described in this Article.

All bargaining unit employees eligible for dental and vision insurance coverage who choose to withdraw and remain withdrawn from the plan will be paid a taxable stipend of 20% of the premium on the last regular pay of December.

If any bargaining unit member who elects to withdraw (from health, dental, or vision) and then subsequently re-enrolls during the contract year said bargaining unit member shall only receive the stipend on a prorated, by month basis. (Clarification: If an employee is off the District Plan for 6 months and re-enrolls, the member would receive 50%; if off 3 months and re-enrolls, the member would receive 25% of the stipend.)

Spouse is defined as the individual to which the Bargaining Unit Member is legally married to under Ohio Law.

13.2 The Board will provide, through the Scioto County Schools Health Benefit Plan, a medical insurance program. The Board reserves the right to select all benefit providers, as long as the benefits provided are equivalent to those that are in effect as of January 1, 2016. Any material changes which would reduce coverage shall cause for an acceptable plan to be negotiated with the Association.

13.3 The Association will have the right to send an association member to any Insurance Consortium meetings who shall be provided with all documents and/or reports pertaining to the operation of the consortium.

13.4 The Association's representative shall be kept fully informed as to all business conducted by the Insurance Consortium.

13.5 The Board will continue to provide a Section 125 Plan for Bargaining Unit Members who choose to participate. An amount not to exceed IRS Guidelines may be set aside by the employee for the selection of benefits.

The Board will pay the following costs:

1. A maximum Administrative Fee of $10.00 per Bargaining Unit Member per year. Any excess costs will be paid by the Bargaining Unit Member.

2. Check reimbursement for flexible spending accounts. (Paid by Bargaining Unit Member 100%).

ARTICLE 14: SENIORITY

14.1 Seniority Defined

Seniority shall mean the length of continuous employment in a bargaining unit position as follows:

1. Seniority shall begin to accrue from the first day worked in a bargaining unit position.
2. Seniority shall accrue for all time the Bargaining Unit Member is on active pay status or is receiving worker's compensation benefits.
3. Time spent on inactive pay status (unpaid leave) shall not contribute to the accrual of seniority but shall not constitute a break in seniority.
4. Full-time Bargaining Unit Members shall accrue one (1) year of seniority for each year worked as determined by the minimal full-time standard as defined by this contract.
5. Part-time employees shall accrue seniority pro-rated against the minimal full-time standard as defined by this contract.
6. No Bargaining Unit Member shall accrue more than one (1) year of seniority in any work year.

14.2 Equal Seniority

1. A tie in seniority shall occur when two (2) or more Bargaining Unit Members have the same amount of seniority credit as determined by the seniority list.
2. Ties in seniority shall be broken by the following method to determine the most senior Bargaining Unit Member:
   a. The Bargaining Unit Member with the first day worked; then
   b. The Bargaining Unit Member with the earliest date of employment (date of hire); then
   c. By lottery, with the most senior employee being the one whose name is drawn first, etc. This procedure shall be implemented in the presence of a designated association representative.

14.3 Loss of Seniority

1. Seniority shall be lost when a Bargaining Unit Member retires or resigns; is discharged for cause; or otherwise leaves employment by the Board.
2. For time spent out of the bargaining unit, seniority shall not accrue but previously accrued bargaining unit seniority shall not be lost.

14.4 Posting of Seniority List

1. The seniority list shall be prepared annually, by October 15 of each work year. A seniority list will indicate by area of licensure/certification or entry-level requirement, the first day worked as Bargaining Unit Member, the date of employer resolution to hire, and the contract status (limited or continuing) of each Bargaining Unit Member. Said list shall be provided to the Association President and all bargaining unit members on or before October 15.
2. The names of Bargaining Unit Members on the seniority list shall appear in seniority rank order within areas of licensure/certification, license, or entry-level requirement, with the name of the most senior Bargaining Unit Member appearing at the top of the list and the name of the least senior Bargaining Unit Member appearing at the bottom of the list.
3. The names of Bargaining Unit Members who are qualified in more than one (1) teaching area shall be included on the list in all such areas.
4. The names of part-time employees shall appear on the seniority list, but shall be listed separately from the names of the full-time Bargaining Unit Members.
5. All bargaining unit job openings shall be posted (via email, internal location, and mailed if posting occurs during summer or winter breaks) at least fifteen (15) calendar days in advance of filling said positions. Bargaining Unit Members will have priority based on seniority and licensure/certification listed. Seniority will be determined by 1st day worked in the bargaining unit. If any Bargaining Unit Member can present to the superintendent a letter of intent to complete licensure/certification requirements and shows proof of enrollment in the necessary course work or activity required for licensure/certification, seniority shall prevail for that bargaining unit member. This letter of intent and proof to work toward licensure/certification shall be presented to the superintendent no later than fifteen (15) calendar days after posting of job opening.
6. All non-bargaining unit job openings shall be posted via email, internal location, and on the District website if posting occurs during summer or winter breaks at least fifteen (15) calendar days in advance of filling the positions. Bargaining Unit Members should be considered for these positions whenever possible.

7. All supplemental contract job openings shall be posted via email, internal location, and on the District website if posting occurs during summer or winter breaks at least fifteen (15) calendar days in advance of filling the positions. Bargaining Unit Members will be considered for such positions, with priority given to applicants with prior satisfactory service in the supplemental contract position; if (2) or more applicants each have prior satisfactory service in the position, the applicant with the most such service will have priority.

   NOTE: Mutual written agreement between the Administration and the Association can change the number of posting days.

14.5 Correction of Inaccuracies

1. Each Bargaining Unit Member, after receiving the seniority list, shall advise the Superintendent (or designee) in writing of any inaccuracies which affect his/her seniority. The Superintendent (or designee) shall investigate all reported inaccuracies and make such adjustments as may be in order and post the updated list immediately.

ARTICLE 15: SEVERANCE PAY

15.1 The Board shall pay each Bargaining Unit Member, upon service retirement from a State of Ohio Retirement, twenty-five (25) percent of his/her sick leave days. The maximum number of days' payable is 60 days. The rate of pay shall be the Bargaining Unit Member's per diem rate on his/her last duty pay. (Application must be made within 180 or fewer calendar days of last date of actual service.)

ARTICLE 16: SICK LEAVE

16.1 Each bargaining unit member shall be granted fifteen (15) days sick leave with pay for each year under contract which shall be credited at the rate of one and one-quarter (1-1/4) sick days per month, as authorized by ORC 3319.141. Sick leave may be accumulated up to a maximum of 275 days.

16.2 Each Bargaining Unit Member shall qualify for sick leave absences with full pay, up to the total number of days accumulated. The Superintendent agrees to allow sick leave days to be accumulated and used in hours in which case one sick leave day will be equivalent to six and three quarter (6.75) hours. Sick leave may be used for one or all of the following reasons:

1. Personal illness;
2. Pregnancy/childbirth/adoption;
3. Injury;
4. Exposure to contagious diseases which could be communicated to others;
5. Medical/dental appointment; and/or;
6. Absence due to illness, injury or death in the Bargaining Unit Member's immediate family. The "immediate family" shall be defined as: father, mother, brother, sister, son, daughter, spouse, step-son, step-daughter, grandmother, grandfather, grandson, granddaughter, spousal parents, spousal grandparents, legal guardian, foster or step-parent.
7. Up to three (3) sick leave days shall be granted for deaths in less than the immediate family unless extended sick days are approved by the Superintendent and the Board.

Bargaining Unit Member returning to work after four (4) consecutive days' absence must present a doctor's statement of the reason for absence and/or clearance to return to work.

ARTICLE 17: CERTIFICATED STAFF SICK LEAVE ADVANCEMENT

17.1 Five-Day Advancement

Each newly hired regular Bargaining Unit Member and each regular Bargaining Unit Member who has exhausted his/her sick leave credit shall be entitled to an advancement of five (5) days of sick leave each year.

17.2 Procedure

1. Sick leave days advanced under Section 17.1 shall automatically be credited to the Bargaining Unit Member by the Treasurer. Additional sick leave advanced under Section 17.2 shall only be credited upon approval by the Board.
2. All advancements shall be charged against the sick leave of the Bargaining Unit Member subsequently accumulated.
3. The advancement for part-time employees shall be calculated on a pro-rated basis based upon the time the part-time employee actually works in comparison with a full-time Bargaining Unit Member.
4. If a Bargaining Unit Member is absent for more than three (3) consecutive work days, the Bargaining Unit Member must report at least weekly; or at another mutually agreed report interval, to the Superintendent or designee on the Bargaining Unit Member's status and anticipated date of return. In such a case, the return to duty may

be deferred by the Superintendent to the start of the following week. In the event of a denial by the Superintendent, the Bargaining Unit Member can appeal the decision to the association Executive Committee and the Board of Education.

5. Any Bargaining Unit Member who leaves the employment of the Board with a negative sick leave balance shall repay the District the appropriate per diem amount for each such day.

   If the Bargaining Unit Member has salary due sufficient to cover the deficit, the Treasurer shall deduct the amount from the Bargaining Unit Member's last paycheck. Otherwise, the Bargaining Unit Member shall pay the amount due directly to the Treasurer.

17.3 Sick Leave Donation

Bargaining Unit Members may donate paid leave to any Bargaining Unit Member who is otherwise eligible to accrue and use sick leave. The intent of the leave donation program is to allow Bargaining Unit Members to voluntarily provide assistance to their co-workers who are in critical need of leave due to the catastrophic illness/injury (to be determined by the Superintendent) of the employee or a member of the employee's immediate family. The immediate family for this Article is defined as a parent, spouse, child, stepchild, or grandchild/step-grandchild.

1. Bargaining Unit Members may donate leave if the donating employee:
   a. Voluntarily elects to donate leave and does so with the understanding that the donated leave will not be returned.
   b. Donates a minimum of 6.75 hours
   c. Retains a minimum balance of 67.5 hours of sick leave after the donated leave is deducted from their current balance.
2. The leave donation program shall be administered on a per pay period basis. Therefore, a Bargaining Unit Member may only receive up to the number of hours the employee is scheduled to work in that pay period.
3. Bargaining Unit Members who wish to donate leave shall certify:
   a. The name of the Bargaining Unit Member for whom the donated leave is intended;
   b. The number of hours to be donated;
   c. That the leave is donated voluntarily and the employee understands that the donated leave will not be returned.
4. After the donating Bargaining Unit Member and Superintendent sign the donation form, it will be forwarded to payroll to be processed.
5. No employee is to be forced to donate leave. No employee may directly solicit leave donations from other employees. The donation of leave shall occur on a strictly voluntary basis.

ARTICLE 18: PERSONAL LEAVE

18.1 The Board shall grant three (3) personal leave days each school year to all Bargaining Unit Members under the following conditions:

1. Each day of such leave must be requested in writing at least twelve (12) hours prior to the day of such leave, except under emergency conditions.
2. Any Bargaining Unit Member who does not use all of their personal leave during the fiscal year (July 1-June 30) may have the remaining day(s) added to their accumulated sick leave balance, one-for-one.
3. During the first two (2) and the last one (1) week of school, no more than three (3) Bargaining Unit Members will be granted personal leave on any given day except under emergency conditions.

ARTICLE 19: PROFESSIONAL LEAVE

19.1 Each Bargaining Unit Member may be granted three (3) professional leave days per school year. Definition of professional leave days shall include but not be limited to the following:

1. Planned visits to another educational facility.
2. Attendance at professional meetings, conferences, or workshops which relate to the educational goals and objectives of individual bargaining unit members; and
3. Other similar educational or professional activities.

19.2 The following rules for use of professional leave apply:

1. A Bargaining Unit Member desiring to take professional leave must request such leave five (5) calendar days prior to date of leave. Leave must have approval of Supervisor/Associate-Director/Superintendent or Superintendent designee, unless a shorter time is mutually agreed upon by Bargaining Unit Member and Superintendent or Superintendent Designee.

19.3 In addition to the three professional leave days, additional professional leave days may be granted at the discretion of the Superintendent.

ARTICLE 20: EXPENSES FOR PROFESSIONAL LEAVE DAYS

20.1 The Board shall pay certain expenses incurred on "Professional Leave Days." Board-paid expenses must meet the following criteria:

1. No expenses will be paid for any day unless prior notification of use of professional leave has been given.
2. Registration Fees will be paid by the Board.
3. District vehicles will be the only form of travel unless a district vehicle is not available or prior administrative approval is given. Mileage will be paid at the IRS rate per mile. Meals will be reimbursed per the following schedule:

All day-all meals provided	No reimbursement
All day-one or two meals provided	$17.50
All day- no meals provided	$35.00
Half day – meal provided	No reimbursement
Half day-no meal provided	$17.50

4. Expenses for lodging must have prior approval of the Superintendent or designee to qualify for Board payment/reimbursement.
5. An itemized budget of estimated expenses will be submitted with leave request to the Superintendent (or designee) on the Board-prescribed form.

20.2 National Conventions

The Board will pay up to $2,500.00 per person for two (2) full-time Bargaining Unit Members, as selected by the Bargaining Unit and evidenced in writing to the Superintendent, each year to attend an association approved convention that is appropriate to the mission of the school as determined by the Board. Attendees will provide Administration with a written review of the information attained within twenty (20) school/work days of return from the convention. Expenses will be limited to: airfare, vehicle rental, parking, auto mileage, lodging, meals at a rate of thirty-five dollars ($35.00) per day, no travel insurance, auto repairs, or other unrelated expenses will be paid. The Bargaining Unit Member(s) will not qualify for the $175.00 stipend per day for the professional leave taken for the national convention.

20.3 The Board will pay all reasonable expenses up to $2,500.00 for the above. Expenses will be limited to: registration fee, airfare or auto mileage, lodging. There will be no payment for auto repairs, or other unrelated expenses, except as related to car rental. Additional costs for registration, airfare, lodging in excess of the $2,500.00 provided by

the district will be the responsibility of the Bargaining Unit Member. Meals at the rate of thirty-five ($35.00) per day will be paid by the district and are not included in the $2,500.00 for expenses.

20.4 Staff Development Workshops may be offered to professional staff on an optional basis with or without stipends of $25.00 per hour up to $175.00 per day rate.

ARTICLE 21: RELEASED TIME

21.1 Bargaining Unit Members shall be granted released time for the purpose of visitations to job sites where students are to be placed and/or have been placed.

21.2 The Board may provide a substitute teacher for Bargaining Unit Members using released time.

21.3 District vehicles will be the only form of travel unless a district vehicle is not available or prior administrative approval is given. If a personal vehicle is driven, the Board will reimburse the Bargaining Unit Member for mileage at the current IRS mileage rate. Bargaining Unit Members driving a district vehicle must maintain a valid driver's license and must be insurable or have proof of vehicle insurance.

ARTICLE 22: LEAVES OF ABSENCE-UNPAID

22.1 A leave of absence of up to one school year may be granted a member of the Bargaining Unit for family obligations or personal reasons. Return from such leave shall coincide with the start of a school semester. Such leave may be extended for one (1) additional year.

22.2 For the first six (6) months, a Bargaining Unit Member on unpaid leave of absence shall be allowed to continue insurance coverage by paying the entire amount of the premiums on his/her group insurance in effect at the time of the leave. Payment shall be made to the Treasurer by the last day of each month. Failure to make payment will constitute automatic conversion to COBRA coverage. At the end of the six (6) months, coverage will automatically be converted to COBRA with payment being made directly to the COBRA department of the existing group insurance carrier at existing COBRA rate.

22.3 The term of the leave shall be scheduled, to the extent possible, to cause the least disruption to the educational program. The Bargaining Unit Member shall advise the Board of the commencement of the leave as far in advance as possible and shall state the date of termination of such leave in the application. No Bargaining Unit Member shall

return to service prior to or after the expiration date of such leave without the approval of the Superintendent. The date of Board approval will be considered the first official day of leave.

22.4 Any Bargaining Unit Member who does not return to service at the stated termination date of such leave shall be deemed as having abandoned his/her contract, unless under a physician's care, and all rights and privileges of employment shall thereupon be extinguished.

22.5 Upon return from a leave of absence, a Bargaining Unit Member will be reinstated to the exact same teaching position he/she held prior to the leave. In case of reduction in force in the position, seniority and Article 11 will be followed.

22.6 Upon the written request of a Bargaining Unit Member who has completed less than five (5) school years with the District, the Board may grant a leave of absence without pay on the terms and conditions as otherwise set forth in Sections 22.1 to 22.5 above.

ARTICLE 23: ASSAULT LEAVE

23.1 A Bargaining Unit Member who has been assaulted (as defined by the ORC, Sections 2903.11, 2903.12, 2903.13, 2903.14) by a parent, student, or other parties will be eligible for assault leave.

23.2 If court action results, the Bargaining Unit Member shall be granted leave upon request to the Superintendent or designee with no loss of pay for days in court or consultation as shall be required by counsel or law enforcement officers that cannot be transacted outside of teaching hours.

23.3 If an assault on a Bargaining Unit Member results in the Bargaining Unit Member being unable to perform his/her duties, he/she shall be provided leave without loss of pay or benefits. The attending physician will submit a medical recommendation to the Superintendent as to the fitness of the individual to assume his/her duties. The Board reserves the right to a second opinion by a physician not associated with the attending physician and will assume the cost of this second opinion.

23.4 Assault leave may be used for the period of disability up to a maximum of one hundred eighty-three (183) work days per assault.

23.5 These days shall not be subtracted from sick leave, nor shall they be charged against any other leave.

23.6 At the termination of the disability, the Bargaining Unit Member shall return to the position held prior to the disability.

23.7 Pay of a Bargaining Unit Employee on assault leave shall be reduced by the amount received, if any, for Worker\s Compensation as a benefit to cover loss of pay as a result of injury. However, the Bargaining Unit Member's pay shall not be reduced by benefits received from Worker's Compensation to cover occupational diseases, medical diseases, medical expenses, nursing expenses, hospital services, medicines and/or rehabilitation services.

ARTICLE 24: PREGNANCY LEAVE

24.1 Bargaining Unit Members may use accumulated sick leave, or advancements thereof, for absence due to pregnancy leave.

24.2 Bargaining Unit Members for whom sufficient sick leave is not available to cover the period of leave shall be granted unpaid leave for the portion not covered by sick leave.

24.3 Application for leave shall be in writing. This application shall be filed with the Superintendent at least thirty (30) days in advance except in a case of emergency, in which case the application must be filed at the first opportunity.

24.4 A Bargaining Unit member on paid leave or FMLA may continue insurance coverage through the existing process of payroll deduction. For a Bargaining Unit Member on unpaid leave, Section 22.2 applies. The Bargaining Unit Member shall be entitled to reinstatement at the expiration of the period of disability to the same assignment held immediately prior to leave. Bargaining Unit members on approved FMLA will comply with all federal regulations in application and approval of FMLA Leave.

ARTICLE 25: MATERNITY/PATERNITY/ADOPTION/BONDING

25.1 In addition to Sick Leave or Pregnancy Disability Leave, a Bargaining Unit Member who is expecting the birth of or adopting a child shall be entitled to leave without pay for maternity or paternity reasons to begin at any time between: a) the commencement of pregnancy; and b) one (1) year after the child is born or adopted. Such leave may be extended for an additional period upon application for extension.

25.2 Applications for maternity/paternity/adoption/bonding leave shall be in writing and shall contain a statement of the expected date of birth, or in the case of adoption, the date of obtaining insurance eligibility, the date on which the leave is to commence, and the date of anticipated return to service. The Board may require that the return to service coincide with the start of a semester.

25.3 Upon return from leave, the Bargaining Unit Member shall be reinstated to the same position held prior to the leave.

25.4 If a Bargaining Unit Member desires to return to active service prior to the stated date of return of the application for leave, the Bargaining Unit member shall notify the Superintendent in writing that an early return is requested and the date upon which the Bargaining Unit Member wishes to return.

25.5 Individuals on leave may continue insurance coverage by paying the entire amount of the premiums in effect at the time of leave. Payment shall be made to the Treasurer prior to the first of each month.

25.6 Nothing in this Agreement is intended to preclude an eligible Bargaining Unit Member from taking leave under the Family and Medical Leave Act of 1993 (FMLA) in accordance with its terms. The twelve-month period during which up to twelve (12) weeks of FMLA leave may be taken is a rolling twelve-month period measured forward from the date the Bargaining Unit Member uses leave under the FMLA.

ARTICLE 26: JURY DUTY/WITNESS LEAVE

26.1 The Board shall grant full pay when a Bargaining Unit Member is summoned for jury duty or subpoenaed as a witness in any court or administrative agency. To be granted full pay, documentation of attendance must be submitted to the Treasurer within 30 days of jury duty. All compensation received for such duty shall be remitted to the Treasurer, unless such duty is performed on non-teaching days. The board shall not pay under this Section when the Bargaining Unit Member is a party to the court action (In this case, a Bargaining Unit member may utilize personal leave or unpaid leave at the Bargaining Unit member's option).

26.2 Use of jury duty/witness leave shall not be subtracted from any other leave. The absence from duty of a Bargaining Unit Member whose presence elsewhere is required under the terms of this Article will not be counted against the employee for the purpose of determining whether the employee qualifies for an individual or group attendance incentive payment under Article 41 of Agreement.

ARTICLE 27: ASSOCIATION LEAVE

27.1 The Association President or designee shall be allowed a total of seven (7) days to attend official Association affiliated meetings, conferences and conventions, not to include grievance or arbitration hearings. Additionally: the Association President will be afforded 80 minutes per every two weeks to meet with the Superintendent or others that dictate attention.

27.2 Association leave shall not be deducted from any other leave.

ARTICLE 28: PAY FOR ADDITIONAL COLLEGE CREDIT

28.1 The Board will reimburse any Bargaining Unit Member for further study in their teaching field at a college or university, the sum of $150.00 per credit hour, up to and including ten (10) hours of credit or $1500.00 per year for associate and undergraduate credit, or the sum of $375.00 per credit hour, up to and including seven (7) hours of credit or $2625.00 per year for graduate credit. If the cost is less than the stated per credit hour, the reimbursement will be for the actual cost incurred. All coursework must be approved by the Superintendent prior to the beginning of said course work. The Bargaining Unit Member must earn a final grade of at least "B" or better or "P" to qualify for reimbursement for associate or undergraduate course work or, a final grade of at least "B" or better or "P" to qualify for reimbursement for graduate course work.

28.2 The Board will reimburse any Career-Technical Program Instructor for further study in a 27-hour Career-Technical Licensure Program the sum of $2500.00 per year to provide licensure for Career-Technical teachers. If the cost is less than the stated per year amount, the reimbursement will be for the actual cost incurred. The 27-hour Career-Technical Licensure Program is for teachers recruited from business and industry and requires actual employment in the occupational area for which approval for a teaching licensure is requested. The Career-Technical instructor must be knowledgeable in their field and employed by the district. The Career-Technical instructor must take the required sequence of courses for an Ohio Career-Technical License in the licensure program to be eligible for payment. All coursework must be approved by the Superintendent prior to the beginning of said course work. The Career-Technical instructor must earn a final grade of at least "B" or better to qualify for reimbursement for course work.

28.3 A maximum of $20,000.00 District Wide may be approved each year of this agreement.

28.4 Reimbursement will be considered on a yearly basis. A year constitutes July 1 through June 30 and class start dates will be used to determine reimbursement cycle.

College Reimbursement Forms located in the appendix:

1. Scioto County CTC Reimbursement for College Tuition
2. Scioto County CTC College Coursework Approval Form

ARTICLE 29: STRS PICK-UP UTILIZING THE SALARY REDUCTION METHOD

29.1 The Board shall pick up contributions to the State Teachers Retirement System paid on behalf of Bargaining Unit Members utilizing the salary reduction under the following terms:

1. The amount "picked up" on behalf of each Bargaining Unit Member shall be the Bargaining Unit Members statutory mandated contribution. The Bargaining Unit Member's annual compensation shall be reduced by an amount equal to the amount "picked up" by the Board for the purpose of city, state, and federal tax.
2. The pick-up shall apply uniformly to all Bargaining Unit Members.

ARTICLE 30: WORK YEAR/HOURS OF EMPLOYMENT

30.1 Contract Term

The work year for Bargaining Unit Members is 183 days.

30.2 Working Hours for Instructors

Working hours for Bargaining Unit Members are for a period not to exceed six (6) hours and forty-five (45) minutes. The normal school day is from 8:00 a.m. to 2:45 p.m. Bargaining Unit Member schedules that deviate from the normal school day must be approved by the Superintendent. Bargaining Unit Members shall be in their classroom or laboratory area no later than 8:10 a.m. who do not have a before school assignment/duty. All Bargaining Unit Members are to personally sign in at the Administrative Office, T & I Building or the Student Services Office at the beginning of the work day. The provisions in Sections 30.2 and 30.3 do not apply to satellite instructors because their schedules will be determined by the home schools to which they are assigned. For purposes of this Agreement, a "satellite instructor" shall be defined as any bargaining unit member who is assigned to work in any building operated by an entity other than the Board.

30.3 1. The work day shall consist of nine (9) forty (40) minute periods per day. (Periods may be combined to create eighty-three (83) minute blocks where block scheduling is used.) For each Bargaining Unit member, the maximum assigned time shall be 1395 minutes per week (avg. 279 min. per day). This maximum may be exceeded so long as the bargaining unit member receives the compensation set forth in Paragraph 30.4. Satellite instructors assigned to home schools will follow the time schedule of their assigned building.

2. Each Bargaining Unit Member will have one planning period and one duty-free lunch period. Each Bargaining Unit Member may be assigned six (6) periods or three (3) blocks of class and/or duty assignments per day. Bargaining Unit Members, upon request of their direct supervisor, principal, or superintendent, who cover another teacher's classroom during their planning period will be paid an additional $25 per covered period. In order to receive this extra pay, Bargaining Unit Members will turn in an extra pay form monthly to the Treasurer on a form created by the Treasurer's office. All forms must be turned in to your immediate supervisor for the previous month by the fifth of each month. No pay request for the previous month will be accepted after the fifth of each month.

3. Intervention Specialists will not be assigned an extra duty during planning period so that they may attend meetings for IEP students and write IEPs during this time.

4. Each bargaining unit member may have an additional 150 minutes of assigned duty per week (five (5) days). Bargaining Unit Members with the least assignments per day will be given the additional duties first.

30.4 1. Bargaining Unit Members who have 332 minutes of assigned instructional duty per day will receive an additional salary amount of $2,529 per semester for 2026-2027 ($2,630 for 2027-2028 and $2,735 for 2028-2029). A bargaining unit member will not qualify for this payment under Article 30.4 if the member has a planning period.

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2. Bargaining Unit Members who have 292 minutes of assigned instructional duty per day will receive an additional salary amount of $1,264.50 per semester for 2026-2027 ($1,315 for 2027-2028 and $1,367.50 for 2028-2029). A bargaining unit member will not qualify for this payment under Article 30.4 if the member has a planning period.

3. If the Bargaining Unit Member works 80% or more of work days during the applicable semester, the Bargaining Unit Member will receive the entirety of the additional salary amount. If the Bargaining Unit Member works less than 80% of work days during the applicable semester, the Bargaining Unit Member will receive a proportion of the additional salary amount equal to the additional salary amount multiplied by the

percentage of actual days worked for the applicable semester. For example, an employee who actually works 75% of work days, will receive 75% of the additional salary amount.

4. Pay for additional assignments in Article 30.4.1 and 30.4.2 and supplemental contracts in Article 39.1 (except for supplemental contracts which do not have mandatory duties during the first semester – e.g., prom and National Career Tech Honor Society – which will receive full payment on a special pay within 5 work days of the end of the second semester) will be paid per the following schedule:

50% on a special pay within 5 work days of the end of the first semester and 50% on a special pay within 5 work days of the end of the second semester, if assignment and/or supplemental project is successfully completed as determined by the Superintendent.

30.5 Bargaining Unit Members will receive their regular pay for time lost on days when schools are closed because of an epidemic or other public calamity such as severe weather. When school openings are delayed for students, Bargaining Unit Members shall report to work ten (10) minutes before the school is to open. Make-up days shall be made up without additional pay, with the further understanding that any calamity days allowed within the context of the law, within a given school year, will not be made up.

There will be five full days that can be missed without any makeup day. Once that full day has been exhausted, there will be three (3) ”blizzard bags”. Any days missed past those four (4) days, will be made up on a one–to-one basis (one day missed = one make up day) according to the schedule of makeup days passed by the Board in their April Board meeting.

The excess hours for the school year will be utilized for calamity days until there is less than one (1) instructional day left, once that threshold has been met there may be three (3) blizzard bags may be utilized. Any hours missed past the state minimum hours will be made up one a one day-to-one day basis according to the schedule of make-up days approved by the SCCTC board of education. Make-up time will be calculated to include hourly delays that accumulate to create full make-up days. If there is a fractional day to be made up it will be calculated as a full day.

For example:

- Current required hours are 1,001.
- Current instructional time per ODE for the SCCTC school year is 1,030 hours leaving an excess of 29 hours.
- Current instructional day is 5 hours 40 minutes.
- This leaves us with 5 instructional days and an additional 37 minutes of another day or 5.11 days in excess. When we fall below 5 hours and 40 minutes of

excess time, the next full school day missed we may begin to use the blizzard bags.

- After the blizzard bags and the SCCTC falls below the 1,001 hours, we will make up the time in full day sessions that have been approved as make-up days by the SCCTC board of education.

In the event that a pandemic or epidemic causes school shutdowns, closures, or delays, this Article 30.5 will not prevent SCCTC from making necessary changes to align with laws and orders set forth by governmental authorities.

30.6 All bargaining unit members will be compensated at their daily rate (prorated by hour) for any days required in excess of 183 days. Satellite instructors may also claim mileage reimbursement only for the extra miles they are required to drive between assigned schools at the current IRS mileage rate.

ARTICLE 31: YOUTH ACTIVITY SUPERVISION

31.1 The Board shall pay full-time Bargaining Unit Members involved with supervising any number of career technical students participating in a non-co-curricular youth activity or other Board-approved youth activity on non-school time. Reimbursement shall be $175.00 per day or per diem for the overnight activity. For purposes of this Article a day shall be any 24-hour period within the stated parameters. Bargaining Unit Members receiving a supplemental contract under Article 39.1 do not qualify for payment under this Article.

If an instructor teaches on Friday and takes a group of students out of town overnight for an activity on Saturday then returns those students on Saturday he or she shall receive a per diem.

1. If an instructor takes students only on a Saturday and/or a Sunday with no overnight responsibilities he or she will receive a $175.00 stipend per day.
2. If an instructor takes students out of town or on overnight youth activity during a weeknight (Monday-Thursday) the instructor will receive a stipend of $25.00 an hour up to a maximum of $175.00 for the evening or overnight responsibilities. This does not apply to an instructor who receives a per diem under 31.1.1 or a per diem for events that occur outside of the school calendar.

31.2 District vehicles will be the only form of travel unless a district vehicle is not available or prior administrative approval is given. The mileage rate will be the IRS rate per mile.

31.3 Meals will be reimbursed per the following schedule:

All day–all meals provided	No reimbursement
All day-one or two meals provided	$17.50
All day-no meals provided	$40.00
Half day-meal provided	No reimbursement
Half day-no meal provided	$17.50

31.4 Reasonable motel lodging for participating Bargaining Unit Members will be paid.

31.5 An itemized budget of estimated expenses will be submitted for consideration to the Superintendent (or designee) on the Board prescribed form at the time of request and prior to the date of the youth club activity.

31.6 By September 1st of each year, the Treasurer will inform the Association President of the total amount of Board funds available during that school year for youth club budget support and youth club supervision under this Article.

ARTICLE 32: PAYROLL DEDUCTIONS

32.1 Payroll deduction shall be made by the Board Treasurer, upon written authorization, for the following:

1. Scioto County JVS Teachers Association
2. Ohio Education Association
3. Credit Union
4. S.O.M.C. Life Center
5. Federal, State, Local and City Taxes
6. Annuities (according to adopted board policy)
7. Insurance
8. ACTE/Ohio ACTE
9. AAA Automobile Club (Subject to limitations of computer system)

32.2 Membership dues shall be deducted in a maximum of fifteen (15) equal installments.

32.3 A check, equal to the amount of the deductions, shall be remitted to the Association within ten (10) days of the date such deductions are made.

ARTICLE 33: PAY PERIODS

33.1 Beginning with the first pay of the 2011-2012 school year, the Board will implement a twenty-four (24) pay period schedule for its Bargaining Unit Members. The Members shall be paid on the 15th and last day of each month, unless these days fall on a legal holiday, a Saturday, or a Sunday. In those cases, Members will be paid on the last week day preceding the holiday or weekend. The first pay of the school year will be the last pay date in August.

A. Bargaining Unit Members bi-monthly taxable wages consist of their gross pay less any deductions for annuities, employer share of insurance, and STRS. On or after July 1, 2002 any new employee will be required to participate in the automatic deposit program.

ARTICLE 34: INSTRUCTOR'S PERSONNEL FILE

34.1 A file on each Bargaining Unit Member and other employees (full-time, part-time, adult and substitute) is retained in the office of the Treasurer and generally contains information concerning:

1. Original application for employment and reference information.
2. Past and present teaching certificates.
3. General payroll information.
4. Copies of requests for sick leave, personal leave and professional leave.
5. Other general information as required by the State of Ohio Department of Education.
6. A Bargaining Unit Member may initiate a mutual review of file information with the appropriate administrator not more than annually. Any material deemed no longer relevant will be removed.

34.2 A file on each Bargaining Unit Member is retained in the office of the Superintendent or Human Resources and generally contains information concerning:

1. Past and present teaching credentials,
2. Supervisory/Administrative evaluation forms.
3. Self-rating forms.
4. Letters from citizens concerning a particular Bargaining Unit Member.
5. Memorandums concerning follow-up conferences, general discussion meetings, classroom and shop visitations, and verbal and written reprimands.
6. Performance evaluation and general information memorandums to the Board.

7. A Bargaining Unit Member may initiate a mutual review of file information with the appropriate administrator not more than annually. Any material deemed no longer relevant will be removed.

34.3 The Superintendent shall furnish from the personnel file of each Bargaining Unit Member retained in the Superintendent's office, one copy from the above items in Section 34.2 marked 1, 2, and 3 upon the Bargaining Unit Member's request; and items 4, 5, and 6 to the pertinent Bargaining Unit Member at the time of entry into the personnel folder.

34.4 Two copies of 4, 5, and 6 mentioned in the above paragraph will be furnished to the pertinent Bargaining Unit member, and the signature of the Bargaining Unit member shall be affixed at the bottom of the documents after the following statement: "My signature affixed to this document verifies that I have received a copy for my personal retention." One copy shall be returned to the Superintendent for retention in the Superintendent's personnel folder.

34.5 All materials placed in the Bargaining Unit member's personnel file shall be dated and identifiable as to its source.

34.6 A Bargaining Unit Member may attach a statement of rebuttal/explanation to any material placed in his/her personnel file.

34.7 A Bargaining Unit Member may review his/her personnel file at any time and may be accompanied by a representative of his/her choice.

34.8 Any written form of discipline (verbal warning, instructions, and cautioning) which do not arise to the level of formal discipline (written reprimands, suspensions, or terminations) shall be maintained in a separate discipline file that is not the Bargaining Unit Members' personnel file.

ARTICLE 35: PROFESSIONAL RIGHTS/INDIVIDUAL RIGHTS

35.1 Mail Boxes

Each Bargaining Unit Member will have a mail box at a location mutually agreeable to the Association and the Board. Mail boxes should be checked daily for mail, special notices, etc.

35.2 Each Bargaining Unit Member shall have access in each school center to all Board policies, State Board of Education Rules and School Laws.

35.3 The Board agrees that Bargaining Unit Members may wear insignia, pins, or other identification of membership in the Association, or other lawful organizations, civic or professional, during the school day.

35.4 Bargaining Unit Members and spouses shall have free admission to all school related activities and functions.

35.5 In the performance of the professional teaching duties, Bargaining Unit Members shall have use of all board owned technological equipment and software.

35.6 The Board agrees that all Bargaining Unit members are entitled to full rights of citizenship regardless of race, creed, sex, place or origin, age, or disability.

35.7 Bargaining Unit Members have the right to participate in professional and civic organizations for their personal benefit and interest, and to exercise their constitutional rights of political involvement without fear of reprisal or discipline.

35.8 The Board agrees that the private and personal life of any Bargaining Unit member is not within the appropriate concern or attention of the Board as a condition of employment or renewed employment, except as it affects his/her performance as a teacher pursuant to Section 3319.16 of the Ohio Revised Code.

35.9 The Board shall provide liability insurance for any Bargaining Unit Member who transports in his/her own car any student to complete the mission of the school. It is expressly understood that the mission of the school includes transporting a student to their residence in cases where the Bargaining Unit Member deems it unsafe to leave the student on school property.

ARTICLE 36: TEACHER CONTRACTS

36.1 Contracts

Two types of contracts are issued – Limited and Continuing. Limited contracts are for a term of not to exceed five (5) years, and continuing contracts remain in effect until the Bargaining Unit Member resigns, retires, or is terminated.

36.2 Eligibility for Continuing Contracts

A continuing contract is based on possession of an appropriate license/certificate in a Bargaining Unit Members teaching area and on completion of a three year period in the SCJVS school system and shall be issued in accordance with Section 3319.11 of the Ohio Revised Code.

Eligibility for a continuing contract is based on Sections 3319.11 and 3319.08 of the Ohio Revised Code.

36.3 Sequence of Contract Issuance

Regular limited contracts shall be offered in the following manner:

1. Upon initial employment, a one-year contract shall be issued by the Board.
2. The second contract issued by the Board shall be for two years with the Board reserving the option of issuing a second one-year contract after notifying the Bargaining Unit Member in writing of the reason for issuance of a second one-year contract.
3. The third contract issued by the Board and thereafter shall be for five (5) years, except to Bargaining Unit Members who have received a second one-year contract.

36.4 If, prior to the last year of a multiple-year limited contract, a Bargaining Unit Member becomes eligible for a continuing contract, the following rules will apply:

1. If the Bargaining Unit Member becomes eligible for a continuing contract, and gives written notice of such eligibility to the Superintendent at any time other than the period between January 1 and April 30, inclusive, the Board will act at its next April meeting on whether to cancel the limited contract and award the Bargaining Unit Member a continuing contract.
2. If written notice of such eligibility is received by the Superintendent between January 1 and April 30, inclusive, the Board will act at its April meeting in the following calendar year on whether to cancel the limited contract and award the Bargaining Unit Member a continuing contract.
3. If the Board elects not to award a continuing contract under Paragraphs 1 or 2 above, or if the Bargaining Unit Member elects not to give the Superintendent written notice of continuing contract eligibility, the Bargaining Unit Member's limited contract shall continue in effect for its stated term.

ARTICLE 37: INSERVICE AND TEACHERS' MEETINGS

37.1 All Bargaining Unit Member(s) will receive five (5) days advance notice of any in-service meeting and/or teachers' meetings. All such meetings must be applicable to the Bargaining Unit Member's area of instruction or the general advancement of the District.

The following In-Service days will be mandatory:

1. Two (2) in-service days at the beginning of the school year:
   Day One – 6.75 hrs.
   Day Two – 3.50 hrs.

2. One (1) in-service day at the end of the school year (3.50 hrs.)
3. One (1) Parent-Teacher Conferences (5 hrs.)
4. One (1) Parent-Teacher Conference & Open house (5 hrs.)
5. Advisory Banquet (2hrs.)
6. Completion Ceremony (2 hrs.)
7. Floating in-service day by mutual agreement (3 hrs.)
8. Day before Thanksgiving is a non-work day (-6.75)

ARTICLE 38: FACULTY-ADMINISTRATION COUNCIL

38.1 A Faculty-Administration Council shall be established between the Board, the Administration, and the Association. The Council shall consist of the Superintendent and one other Administrator and five (5) Association members appointed by the Association, two (2) from each of the following instructional areas: Business and/or T&I, Academic, plus one (1) other as recommended by the Bargaining Unit Members. The Council will establish its own rules of procedure, including selection of a chairperson, and should meet at least monthly or at other additional mutually agreeable dates.

Additionally: the FAC will review the student handbook and school calendar to make suggestions toward the contents. This will be prior to the posting of either to staff.

38.2 General purposes of the Council will be to:

1. Provide a vehicle for communication.

2. Resolve problems within the school.
3. Notify the Association of changes made by the Board which affect the instructional staff.
4. Disseminate general information.
5. Discuss ways to improve the delivery of educational services.

38.3 Duties of the Council will include, but not be limited to, a consideration of:

1. Building policy and procedures.
2. Building maintenance and cleanliness.
3. Building maintenance pertaining to health and safety issues.
4. Enforcement of this Agreement in the building.
5. Student discipline.
6. Evaluation of Administrative Policies.

38.4 The Council will have thirty (30) days from the most recent FAC meeting to study and report their findings to the Board and Administration, the Board and Administration shall not implement any changes in the areas set forth in Section 38.3 during this thirty (30) day period, unless mutually agreed otherwise.

38.5 Findings and reports of this Council are advisory.

38.6 Agenda – At least five (5) working days prior to the scheduled meeting each party shall furnish an agenda or list of matters to be discussed.

ARTICLE 39: SUPPLEMENTAL CONTRACTS AND EXTENDED TIME

39.1 The supplemental contracts listed below shall be filled by the following procedure:

1. The Administration creates supplemental positions based on the needs of the student body.
2. The Association considers applicants for supplemental positions.
3. The Association votes on applicants for each supplemental position for nomination.
4. By the third Thursday in May, the Association will refer the supplemental contracts listed below to the Faculty Administration Council for consideration and approval.
5. If a nomination is denied, it returns to the Association with evident reason for denial for the Association to deliberate and the Association will start back over at step 2.

6. If approved, the Council will, by June 1st, make recommendations to the Board and the Association regarding staffing and compensation for the upcoming school year. After ratification by the Board and Association, the supplemental salaries shall become part of the Agreement.

Choir	1 person @ $525 each
EDC	2 persons @ $1,050 each
EDC Officers	2 persons @ $1,260 each
Intramurals	2 persons @ $525 each
LPDC	2 persons @ $1,050 each
LPDC Officers	2 persons @ $1,260 each
Nat'l Car.Tech Hon Soc	1 person @ $525 each
Professional Development	2 persons @ $1,050 each
Prom	2 persons @ $800 each
Student Senate	1 person @ $800 each
Quiz Bowl	1 person @ $850 each
Yearbook	1 person @ $800 each
BPA	2 persons @ $1,675 each
FFA	1 person per FFA chapter @ $1,675
HOSA	3 persons @ $1,675 each
Skills USA	4 persons @ $1,675 each

The above supplemental contracts are for contest registration, fundraisers, leadership activities, attending meetings/practices, preparing for and attending competitions, attending events/ceremonies, etc. Pay for supplemental contracts (except for supplemental contracts which do not have mandatory duties during the first semester – e.g., prom and National Career Tech Honor Society – which will receive full payment on the last regular pay of May) will be paid per the following schedule:

50% on the last regular pay of December and 50% on the last regular pay of May, if assignment and/or supplemental project is successfully completed as determined by the Superintendent.

*Additionally, as monies allows, the Association will work with the Professional Development group to determine persons to be involved in the activities.

**75% attendance will be required to receive supplemental pay for EDC, Professional Development or LPDC and the Teacher's Association reserves the right to replace anyone with an EDC, Professional Development or LPDC supplemental contract who drops below 75% attendance.

***FFA is considered fulfilled with a minimum of three career development events.

Positions and contracts are specifically contingent on the activity/season occurring. No payment will be made if the activity is not held. For partial completion of duties, the stipend will be prorated based on the portion of duties completed by the individual advisor as determined by the principal.

39.2 If, in the future, the Ohio Department of Education mandates extended time for a position, the number of days will be allowed to the extent of the mandate.

39.3 Extended time will be paid at the per diem rate according to the following schedule:

Special Needs	1 persons per diem @ 20 days
Guidance Counselors	2 person per diem @ 20 days
Testing	1 person per diem @ 20 days
Job Placement	1 person per diem @10 – 20 days

A request for additional days may be submitted in writing at least fifteen (15) calendar days before a subsequent regular meeting of the Board, in which case the Superintendent (or designee) will notify the Bargaining Unit Member as to whether the request was approved within seven (7) calendar days of such subsequent meeting.

(Extended time for days worked on or after July 1 will be paid on the basis of the next year's salary schedule).

ARTICLE 40: LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

40.1 A Local Professional Development Committee composed of seven (7) members shall be established with District-wide responsibility to perform the functions required by Section 3319.22 of the Ohio Revised Code and the administrative rules adopted under the statute. Three (3) members shall be appointed by the Superintendent, and four (4) members shall be selected by the Association. Members shall serve two-year terms, except that the initial term of one (1) member appointed by the Superintendent and one (1) member selected by the Association shall be for one (1) year. Vacancies will be filled by the Superintendent or Association, whichever applies. The Committee shall determine the frequency, time and place of meetings.

The Committee will set the criteria for the approval for Individual Professional Development Plans (IPDP's) and will establish procedures for carrying out the Committee's duties as prescribed in law and rules.

Supplemental contracts shall be issued to all Committee members from within the bargaining unit; the method and amount of compensation for Committee members is to be worked out by the Board and the Association.

ARTICLE 41: ATTENDANCE INCENTIVE

41.1 Bargaining Unit Members may become eligible for an attendance incentive if the following parameters are met:

- Any Bargaining Unit Member who has used zero (0) days of sick leave for an entire nine (9) week period will receive an attendance bonus of $225.00 for that nine (9) week period.
- Any Bargaining Unit Member who uses six-point seven five (6.75) hours or less of sick leave for an entire nine (9) week period will receive an attendance bonus of $150.00 for that nine (9) week period.

Each nine (9) week period stands by itself, with no "carry-overs" or "carry forwards." Use of non-paid, deduct days during a semester will eliminate that individual from eligibility for the attendance incentive. Only those Bargaining Unit Members who have been full time employees for an entire 9 week period may qualify for attendance incentives. Bargaining Unit Members may qualify for only one level of reimbursement per quarter.

This proposal addresses sick leave only and does not count toward 1 day (6.75hours) of bereavement leave. Incentives would be paid according to the following schedule:

1st nine weeks: Last regular pay of October
2nd nine weeks: Last regular pay of December
3rd nine weeks: Last regular pay of March
4th nine weeks: Last regular pay of May

NOTE: Attendance incentives are not to be included on the Salary Schedule. All leave forms must be submitted by the end of the corresponding nine (9) week period for the person to be eligible for this incentive.

ARTICLE 42: FAIR SHARE FEE

42.1 The Board shall deduct from the pay of Bargaining Unit Members who elect not to become or to remain members of the Association a fee for the Association's representation of such non-members during the term of this Agreement. Except, the Treasurer shall immediately cease deducting pay from Bargaining Unit Members who submit a request in writing to the Treasurer to cease such deductions.

The above proposed language is necessary in order to comply with the U.S. Supreme Court's ruling in *Janus v. AFSCME* (2018). In that case, the U.S. Supreme Court held that an employer is required to immediately comply with an employee's request to cease payments to an association. Failing to comply with such a request could violate the employee's First Amendment right to freedom of association.

42.2 Notice of the amount of the annual fee, which shall be equal to 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer on or about September 15, of each year during the term of this Agreement for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

42.3 Schedule of Deductions

Payroll deduction shall commence on the first pay date which occurs on or after January 15th annually. In the case of employees newly hired after the beginning of the school year, the deduction shall commence on the first pay date on or after the later of:

a) Sixty (60) days of employment in a bargaining unit position, or January 15th

42.4 Transmittal of Deductions

The Board agrees to accompany each transmittal with a list of the names of the bargaining unit members for whom deductions were made, the period covered, and the amount deducted for each.

42.5 Procedure for Rebate

The Association represents to the Board that an internal rebate procedure has been established in accordance with

Section 4117.09 (c) of the Ohio Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each Bargaining Unit Member who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws.

42.6 Entitlement to Rebate

Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

42.7 The Union shall indemnify and hold the Board harmless against all claims, demands, suits or other forms of liability that may arise for by reason out of any action taken by the Board to comply with this Article and the Associations fair share provision, calculations and notification procedures.

ARTICLE 43: RETIRE/REHIRE

43.1 This Article governs the terms and conditions of employment of any Scioto County Joint Vocational School District retired teacher whom the Board chooses to regularly employ in a position that falls within the description of the bargaining unit appearing in Article 1.2 of this Agreement. To be eligible for hire under this article, the retiree must be a Highly Qualified Teacher or have the Highest State or National Trade Certificate Available in the area of instruction. Except as otherwise specified below, any such employee will become a bargaining unit member upon employment and be subject to the provisions of this Agreement.

43.2 For placement purposes on the teachers' salary schedule, the employees will be placed in "class one (1)". The Superintendent in connection with the Association President will determine the step placement ranging from 0 to 5. After five years of retire/rehire service retired/rehired employees will be placed at the step and class they initially retired at plus five years of service.

43.3 The employee will receive a one-year limited contract of employment (if employed after the start of the school year, such contract will be for the remainder of that school year). If subsequently reemployed, the employee will be awarded successive one-year limited contracts. In no event will the employee qualify for a continuing contract or a multi-year limited contract.

43.4 Neither the evaluation procedures in Article 8 of this Agreement nor the procedures appearing in Section 3319.111 of the Ohio Revised Code shall apply to the employee. The Board may choose to evaluate the employee but is not required to do so. Any limited contract received under 43.3 above will automatically nonrenew at the end of its term. The procedures appearing in Section 3319.11 of the Ohio Revised Code Section, including the post-nonrenewal procedures appearing in Section 3319.11(G), shall not apply to any such contract nonrenewal.

43.5 The employee will be credited with zero (0) years of seniority and shall not accrue seniority for any purpose.

43.6 The employee shall be eligible for a supplemental contract at the discretion of the Superintendent, but will in no event displace a qualified bargaining unit member from a supplemental position.

43.7 The employee shall be eligible for all leaves under this Agreement except that in no event will the employee be awarded a sabbatical leave.

43.8 The employee shall not be eligible to participate in any type (health, dental, vision, life) of insurance fringe benefits generally accorded to other bargaining unit employees if the employee can obtain that type of insurance coverage through STRS. If, STRS policy, the employee is precluded from obtaining such coverage through STRS, the employee may then participate in that particular type of Board-provided insurance on the same terms as apply to other bargaining unit employees.

43.9 The employee will in no event qualify for severance pay under Article 15 of this Agreement. The employee will in no event qualify for tuition reimbursement under Article 28 of the Agreement.

43.10 The provisions of this Article supersede and prevail over any inconsistent terms that may appear elsewhere in this Agreement or in any part of the Ohio Revised Code.

43.11 It is mutually understood that, if the employee is being considered for employment in the same position from which he/she retired, the public notice and hearing provisions of Section 3307.353 of the Ohio Revised Code apply.

ARTICLE 44: PROFESSIONAL ORGANIZATION MEMBERSHIPS

44.1 Each bargaining unit member may request that the Board pay for membership in one union or professional organization, other than the SCCTC Teachers Association. The union or professional organization must be directly related to the bargaining unit member's job duties at SCCTC. At the sole discretion of the Superintendent, the Board will pay the requested dues.

ARTICLE 45: HOME INSTRUCTION

45.1 Teachers who are providing home instruction will be paid $25.00 per hour. Home instruction teacher assignments must be pre-approved by the principal and is not included in the regular school calendar or regular workday. Home instruction hours will be

considered on a case-by-case student need. The home instruction hours will include travel time but mileage cost will not be reimbursed.

ARTICLE 46: IMPLEMENTATION AND DURATION

46.1 This Agreement shall become effective at 12:01 a.m. on July 1, 2026 upon contract approval by the Association and the Board, and it shall remain in effect through midnight, June 30, 2029.

46.2 During the duration of this Agreement, the Board shall maintain all terms, conditions, and benefits of employment not less than the level in effect as of the effective date of this Agreement. This Agreement shall not be interpreted or applied to deprive Bargaining Unit Members of advantages heretofore enjoyed unless otherwise expressly stated herein.

46.3 If any provision of this agreement or any application of this contract to any bargaining unit member or group of bargaining unit members shall be found to be contrary to law by a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting, but all other provisions or applications shall continue in full force and effect. The Agreement itself will remain in full force and effect for its duration; however, the parties will meet within thirty (30) days for the purpose of negotiating only the provision(s) found to be contrary to law. If the parties fail to reach agreement over the affected provision, the statutory dispute resolution settlement procedure shall be utilized to resolve the dispute.

46.4 This Agreement may be added to, deleted from, or otherwise changed only by negotiations and amendment properly signed and ratified by each party, or by an Association agreement.

46.5 Should there be a conflict between this Agreement and any Board policy or practice, the terms of this Agreement shall prevail.

46.6 Within thirty (30) days after the Agreement is signed, it shall be posted as a PDF file on the District website. Each Bargaining Unit Member hired thereafter shall be instructed upon where to access the agreement on the District website. The Association shall be supplied with a PDF file of the Agreement posted on the District website. Any subsequent revision(s) or amendment(s) also shall be posted within thirty (30) days of the revision or amendment.

Scioto County JVS Board of Education & Representatives

SCJVS Board President Date

Superintendent Date

Treasurer Date

Scioto County JVS Local Education Association

SCJVSTA President Date

Negotiations Committee Member Date

Negotiations Committee Member Date

Negotiations Committee Member Date

Negotiations Committee Member Date

Negotiations Committee Member Date

Negotiations Committee Member Date

2026-2027 Salary Schedule						
Step	Class I		Class II		Class III	
0	100.0%	47,828	104.0%	49,741	109.7%	52,467
1	103.8%	49,645	108.5%	51,893	114.7%	54,859
2	107.6%	51,463	113.0%	54,046	119.7%	57,250
3	111.4%	53,280	117.5%	56,198	124.7%	59,642
4	115.2%	55,098	122.0%	58,350	129.7%	62,033
5	119.0%	56,915	126.5%	60,502	134.7%	64,424
6	122.8%	58,733	131.0%	62,655	139.7%	66,816
7	126.6%	60,550	135.5%	64,807	144.7%	69,207
8	130.4%	62,368	140.0%	66,959	149.7%	71,599
9	134.2%	64,185	144.5%	69,111	154.7%	73,990
10	138.0%	66,003	149.0%	71,264	159.7%	76,381
11	141.8%	67,820	153.5%	73,416	164.7%	78,773
12	145.6%	69,638	158.0%	75,568	169.7%	81,164
15	149.4%	71,455	162.5%	77,721	174.7%	83,556
18	151.3%	72,364	164.8%	78,797	177.2%	84,751
20	153.2%	73,272	167.0%	79,873	179.7%	85,947
25	157.0%	75,090	171.5%	82,025	184.7%	88,338
30	160.8%	76,907	176.0%	84,177	189.7%	90,730

2027-2028 Salary Schedule						
Step	Class I		Class II		Class III	
0	100.0%	49,741	104.0%	51,731	109.7%	54,566
1	103.8%	51,631	108.5%	53,969	114.7%	57,053
2	107.6%	53,521	113.0%	56,207	119.7%	59,540
3	111.4%	55,411	117.5%	58,446	124.7%	62,027
4	115.2%	57,302	122.0%	60,684	129.7%	64,514
5	119.0%	59,192	126.5%	62,922	134.7%	67,001
6	122.8%	61,082	131.0%	65,161	139.7%	69,488
7	126.6%	62,972	135.5%	67,399	144.7%	71,975
8	130.4%	64,862	140.0%	69,637	149.7%	74,462
9	134.2%	66,752	144.5%	71,876	154.7%	76,949
10	138.0%	68,643	149.0%	74,114	159.7%	79,436
11	141.8%	70,533	153.5%	76,352	164.7%	81,923
12	145.6%	72,423	158.0%	78,591	169.7%	84,410
15	149.4%	74,313	162.5%	80,829	174.7%	86,898
18	151.3%	75,258	164.8%	81,948	177.2%	88,141
20	153.2%	76,203	167.0%	83,067	179.7%	89,385
25	157.0%	78,093	171.5%	85,306	184.7%	91,872
30	160.8%	79,984	176.0%	87,544	189.7%	94,359

Appendix 1

2028-2029 Salary Schedule						
Step	Class I		Class II		Class III	
0	100.0%	51,731	104.0%	53,800	109.7%	56,749
1	103.8%	53,697	108.5%	56,128	114.7%	59,335
2	107.6%	55,663	113.0%	58,456	119.7%	61,922
3	111.4%	57,628	117.5%	60,784	124.7%	64,509
4	115.2%	59,594	122.0%	63,112	129.7%	67,095
5	119.0%	61,560	126.5%	65,440	134.7%	69,682
6	122.8%	63,526	131.0%	67,768	139.7%	72,268
7	126.6%	65,491	135.5%	70,096	144.7%	74,855
8	130.4%	67,457	140.0%	72,423	149.7%	77,441
9	134.2%	69,423	144.5%	74,751	154.7%	80,028
10	138.0%	71,389	149.0%	77,079	159.7%	82,614
11	141.8%	73,355	153.5%	79,407	164.7%	85,201
12	145.6%	75,320	158.0%	81,735	169.7%	87,788
15	149.4%	77,286	162.5%	84,063	174.7%	90,374
18	151.3%	78,269	164.8%	85,227	177.2%	91,667
20	153.2%	79,252	167.0%	86,391	179.7%	92,961
25	157.0%	81,218	171.5%	88,719	184.7%	95,547
30	160.8%	83,183	176.0%	91,047	189.7%	98,134