

Portage Lakes Joint Vocational School District

MASTER CONTRACT



Portage Lakes Career Center

Between the

PORTAGE LAKES EDUCATION ASSOCIATION

and the

**PORTAGE LAKES JOINT VOCATIONAL SCHOOL DISTRICT BOARD OF
EDUCATION**

July 1, 2026 through June 30, 2029

Portage Lakes Career Center (PLCC) is committed to equal opportunity for all governed by the protections of Title IX, IDEA, Title VI (Civil Rights), Title VII (Civil Rights) and the Americans with Disabilities Act (ADA). The District prohibits harassment of individuals in any form. Any alleged act of discrimination or harassment should be referred to Mr. Gregg Clark, Title IX Coordinator, Portage Lakes Career Center, 4401 Shriver Road, Uniontown, OH 44685, phone: 330-896-8200 or email: gclark@plcc.edu.

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This Master Contract ("Contract") made and entered into by and between the Board of Education of the Portage Lakes Joint Vocational School District and the Portage Lakes Education Association is as follows:

ARTICLE I. RECOGNITION

- 1.01** The Portage Lakes Joint Vocational School District Board of Education, (hereinafter termed "the Board" or "Board of Education"), and the Portage Lakes Education Association, (hereinafter termed the "Association" or "PLEA"), recognize the responsibilities to each other and to the community for negotiating in good faith in order to reach agreements which are mutually satisfactory.
- 1.02** The Board recognizes that teaching is a profession and that members of said profession have a consulting role in the planning, development, operation and improvement of educational programs consistent with mutually shared objectives. The Board recognizes that school support staff Employees perform valuable services in the operation, maintenance, and delivery of educational services. It further recognizes that free and open exchange of views between Employees, the Superintendent, and the Board are desirable. No Employee will be disciplined when he/she expresses an educational view to the Superintendent and/or the Board.
- 1.03** The Association recognizes the Board members as elected representatives of the people and further recognizes the responsibilities of the Board as a policy-making body. The Superintendent shall be recognized as the administrator of the policies for the operation of the Portage Lakes Joint Vocational School District ("Joint Vocational School District" or "District").
- 1.04** The Board recognizes the Association as the sole and exclusive agent for the purpose of collective bargaining as defined in the Ohio Revised Code 4117.01. Bargaining unit members (hereinafter referred to as "Employees"), shall be defined as Board approved licensed/certified high school instructors, regularly employed custodial/maintenance, maintenance, secretarial/clerical, and paraprofessional Employees. Excluded from the bargaining unit shall be the Superintendent, Treasurer, Executive Assistant to the Superintendent, Assistant Treasurer, Payroll, Substitute Employees, Adult Education Faculty and Staff, and other administrative positions including the Principal, Assistant Principal, Director of Safety & Security, Director of Buildings & Grounds, Coordinator of Marketing & Public Relations, and management level, supervisory and confidential employees as defined in Section 4117.01 of the Ohio Revised Code.
- 1.05** No Employee will be discriminated against by the Board or its Administration because of membership in the Association; nor will the Association discriminate against any non-member of the Association.
- 1.06** If any portion of the Contract is in violation of any statute of the State of Ohio, then that portion of this Contract in disagreement shall be considered null and void.

ARTICLE II. NEGOTIATIONS PROCEDURE

- 2.01** **Negotiators**
It shall be the sole prerogative of the individual parties to determine the structure, roles and/or representatives of their team; however, each team shall have no more than five (5) members taking part in negotiations at any one time. Negotiating team members may be changed at any time during negotiations at the discretion of the President of the Board of Education for the Board team, and the PLEA President for the PLEA team.
- 2.02** **Submission of Issues**
The Board and the Association agree to open negotiations no later than seventy-five (75) calendar days and no sooner than one hundred twenty-five (125) calendar days prior to the expiration of the Contract unless the representatives for the parties mutually agree otherwise. Negotiations shall open no sooner than fifteen (15) calendar days and no later than twenty (20) calendar days following the notification of either party of their desire to open negotiations unless the representatives for the parties mutually agree otherwise. The initial meeting between the parties will be to decide on items for negotiations.

2.03 Negotiations Meeting

- a. Insofar as possible, negotiating meetings shall be scheduled not to interfere with the educational program. Members of the involved committee or committees should be released in reasonable number and at reasonable times from school duties without loss of salary when negotiating meetings are scheduled during the day.
- b. Site of Meetings: The site for negotiations shall be neutral and mutually agreeable to the parties. Any cost shall be jointly shared by the parties.
- c. Meeting Schedules: Prior to the conclusion of each session, the parties shall set the time, place and tentative agenda for the next negotiation session.

2.04 Public Information and Progress Reports

While negotiations are continuing, there shall be only joint information released to the media relating to negotiations, unless either party declares impasse. Nothing in this document shall be construed to limit the free and open sharing of information and/or progress of negotiations with the respective groups represented by the parties.

2.05 Exchange of Information

Either party shall furnish upon request of the other, within a reasonable time, all available information pertinent to negotiation of subjects presented in the proposals.

2.06 Tentative Agreement and Ratification

- a. All tentatively agreed items shall be initialed and dated by the parties jointly during the session in which agreement is reached.
- b. When a tentative agreement has been reached on the completed contract, both parties shall recommend the document to their respective groups for ratification as soon as possible.
- c. Upon ratification by a majority vote of the members of the Association and the Board, the Contract shall be signed by the duly authorized officers of the Association and the Board of Education.
- d. Should there be differences between this Contract and any other rules, regulations, or practices, then the terms of this Contract shall prevail.
- e. Within thirty (30) days after this Contract is signed, an electronic copy shall be provided to each Employee via email.

2.07 Mediation

No sooner than sixty (60) calendar days prior to the expiration of this Contract, either party shall have the option of declaring impasse and requesting the services of a mediator. While the parties prefer to conduct the mediation in accordance with the rules and under the supervision of the Federal Mediation and Conciliation Service (FMCS), if FMCS is unavailable to provide such mediation services, the parties will mutually agree to obtain a Mediator through the State Employment Relations Board (SERB) or another dispute resolution entity (ADR Entity). Once an entity is selected and a Mediator is assigned, the parties' bargaining will then continue under the supervision of the mediator in accordance with the applicable rules and procedures as promulgated by the entity that supplies the Mediator. This shall be the parties' mutually agreed to dispute procedure under ORC 4117.14 (F). The Mediator shall have no authority to bind either party to an agreement. Upon the involvement of the Mediator, the dispute settlement procedure shall be deemed to have been exhausted.

ARTICLE III. ASSOCIATION RIGHTS

- a. The Association shall have the right to use Employee mailboxes, email, and bulletin boards for the purposes of notices, communications, and matters of Association concern.
- b. The Association officers and committee personnel shall have the right to use school phones and other school equipment for Association business.
- c. Duly authorized representatives of the Association and its respective affiliates shall be permitted to transact official Association business on school property before or after the defined workday and during the lunch period.
- d. Any Board purchased software or program(s), or such software, intellectual property or program(s) produced under the direction of the Board, shall not be deleted without approval from the Principal. Administrative review of computer files, electronic mail, voice mail and electronic devices will be motivated only by a legitimate reason. Except in unusual circumstances, Employees will be notified in advance of such an Administrative review. Any information discovered will be limited to those who have a specific need to know that information.
- e. Four (4) Association officers (to be identified by PLEA at the beginning of the school year) shall be excused from all duty assignments and responsibilities before and after the defined workday and during lunch period so that they may transact official Association business.
- f. Complete agendas and official minutes that are used by Board members during official Board of Education meetings shall be provided to PLEA's President and Vice-President within two (2) working days. Additionally, Board of Education meeting minutes are always available on the school website.
- g. The Board agrees that members of PLEA may conduct meetings at school as long as they do not interfere with other scheduled functions. Such meetings shall normally be held no more than once per month to commence after 2:50 p.m.

All on or off duty Employees shall be afforded the opportunity to attend said meeting, with on duty members suffering no loss of pay for attendance at said meeting up to one hour in length. It is expressly understood by the Association that those Employees on duty shall be subject to work assignments by the Superintendent or designee, during the period of the meeting, if necessary, in order to maintain school operations.

- h. Employees will be offered the opportunity to have representation prior to any disciplinary meeting or conference.

ARTICLE IV. GRIEVANCE PROCEDURE

4.01 Definition

- a. A grievance shall be considered any question where an Employee or PLEA feels that there has been an alleged violation, misinterpretation, or misapplication of the Contract between the parties.
- b. A "day" for the purposes of the Grievance Procedure shall be any Employee workday Monday through Friday, excluding any holiday.
- c. Grievances shall be processed rapidly. The number of days indicated at each step of the established procedure shall be maximums unless extended by mutual consent of the parties at each step. If the grievant fails to meet time maximums at any step of the procedure, the grievance shall be considered waived. Failure of the Administration to adhere to the time limits shall constitute a denial of the grievance and the grievant may proceed to the next step.

- d. When it is specified in the Grievance Procedure that an action shall be accomplished within a specified number of days, the first day of the time period shall be the first day immediately following the day of the event that caused the time period to begin.

4.02 Informal Procedure

- a. If an Employee believes there is a basis for a grievance, he/she should first discuss it with the Principal in an effort to informally resolve the problem. The Employee is encouraged to resolve the problem with the Principal. A grievance must be initiated within fifteen (15) days after the original occurrence giving rise to the grievance or when the Employee reasonably should have known of the incident or such grievance it shall be deemed untimely.
- b. If an agreement to settle the grievance can be reached informally, the agreement shall be written out and given to the Employee and Association President within two (2) days.

4.03 Formal Procedure

Level I

If the grievance cannot be settled by the informal procedure, the Employee shall provide a written grievance on a form available in the school office and included in this contract within five (5) days after failure to resolve the grievance informally. A copy will be kept by the Employee and copies will be given to the Representative of the Association and to the Treasurer. The original copy will be given to the Superintendent.

The meeting on the written grievance shall include the Superintendent, legal counsel at the option of the Superintendent, the Employee filing the written grievance, and an Association representative(s). The meeting on the written grievance shall be held within five (5) days of the Superintendent's receipt of the written grievance.

The Superintendent shall submit a written reply to the Employee, the Association President, and Representative within seven (7) days of the grievance meeting.

If the decision is accepted by all parties involved, the disposition shall be made available to the Employee, Association President and Association Representative within five (5) days.

Level II

If PLEA is not satisfied with the decision in Level I, the Portage Lakes Education Association may request in writing by serving the same on the Treasurer within five (5) days after receipt of the Level I decision, a hearing by an arbitrator. The arbitrator will be selected by mutual agreement of representatives of the parties. If agreement cannot be reached within ten (10) days of the filing of the request for a hearing, either party or the parties jointly filing may petition the American Arbitration Association (AAA) for a list of arbitrators from Ohio from which selection shall be made in accordance with its Voluntary Rules. Either party may request a second list after providing written notice to the other party. Upon receipt of the second list, the selection should be made in accordance with AAA's Voluntary Rules.

The cost of the arbitrator shall be borne equally by the Board and the Association. Neither party shall be responsible for the cost of a transcript ordered to be used by the other party. The arbitrator will render the written decision and award no later than thirty (30) days following the closing of the record on the case. The decision of the arbitrator shall be final and binding upon the parties hereto. The arbitrator shall not have the power to add to, or subtract from, or modify any of the terms of this Contract and shall be confined to the precise issue raised in the written grievance at Level I.

4.04 Additional Provisions

- a. Forms for filing grievances, serving notices, making appeals, making reports and recommendations and other necessary documents will be jointly prepared by the Superintendent and the Association. The forms will be printed by the Board and given appropriate distribution so as to facilitate operation of the grievance procedure.

- b. In the event a grievance is filed so that sufficient time as stipulated under all levels of the procedure cannot be provided before the last day of school term, should it be necessary to pursue the grievance in all levels of the appeals, then said grievance shall be resolved in the new school term in September under the terms of this Contract.
- c. When it is necessary at Level II for a Representative(s) designated by the Association to attend a hearing called during the workday, they shall be released without loss of pay for such time as their attendance is required at such hearing. Hearings will be held at a mutually determined site. If there is a cost, it will be shared by the parties.
- d. Association Representatives may be present at all steps of the grievance procedure.
- e. All grievance meetings must start no later than thirty (30) minutes before the close of the workday.
- f. Every effort shall be made by the parties to this Contract to preserve the confidentiality of all records, documents, and information pertaining to alleged grievances. It, however, is understood that such records and documents may be subject to disclosure in accordance with Board Policy and public records law (i.e., Ohio Revised Code Section 149.43).

ARTICLE V. LEAVES

5.01 Sick Leave

- a. Employees may use sick leave upon approval of their Supervisor for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other Employees, and for illness, injury or death in the Employee's immediate family. The Board requires Employees to submit a request for the use of sick leave through the online District system. Employees must submit a doctor's written statement to verify an illness or injury involving a continuous absence of five (5) days or more, if requested by the Board. The doctor's written statement must be submitted within five (5) workdays of the request.
- b. A minimum advance of five (5) sick days shall be granted to Employees who have either exhausted their accumulation or for new Employees who have yet to earn such accumulation. Abnormal circumstances necessitating a larger advance may be presented to the Superintendent for the Board's consideration.
- c. For the purposes of this Section, the term "immediate family" includes: father, mother, husband, wife, child, sister, brother, grandparents, hospitalized grandchildren, and in-laws bearing any of these relationships.
- d. The Board will permit sick leave to be used for absences in case of death of close relatives or friends not in the immediate family, subject to the other provisions of Ohio Revised Code 3319.141.
- e. Sick leave shall be governed by the provisions of Ohio Revised Code section 3319.141, except that Employees may accumulate up to a maximum of three hundred twenty-five (325) days of sick leave. Sick leave shall run concurrently with FMLA.
- f. After all sick leave has been exhausted, including any advances and accruals (monthly), the Employee who is sick or disabled will be entitled to a leave of absence without pay for up to a period of two (2) years subject to provisions of Ohio Revised Code 3319.13.
- g. When an Employee is injured while actually working for the employer, he/she shall have the option to initiate a "Wage Agreement" whereby in lieu of salary during period of disability, compensation benefits will be reimbursed to the Employer. Sick leave charged during disability will be prorated in accordance to compensation benefits reimbursed.
- h. Sick leave may be used in increments of .25, .50, .75, and full day.

5.02 Assault Leave

Any Employee absent due to physical disability resulting from an assault which occurs in the course of Board employment who cannot perform the essential functions of his/her job shall not be charged with the use of his/her sick leave. Any Employee on assault leave shall receive full compensation and benefits until that person is able to return to work or is proven to be permanently disabled, except that full compensation and benefits shall not exceed a period of twelve (12) months.

An Employee shall furnish a signed statement on forms prescribed by such board to justify the use of assault leave. If medical attention is required, a certificate from a licensed physician stating the nature of the disability and its duration shall be required before assault leave can be approved for payment. Falsification of either a signed statement or a physician's certificate is grounds for suspension or termination of the employment under Ohio Revised Code 3319.16 or 3319.081.

The Employee on assault leave shall cooperate with the Administration and/or law enforcement authorities in the investigation and prosecution, if any, of the assailant(s). The Employee will seek medical attention if the assault leave extends beyond five (5) workdays and shall advise his/her supervisor in writing of the name and address of the attending health care professional and the date of any consultation.

Any Employee using assault leave shall subrogate his/her rights to recovery of compensation paid by the Board of Education.

5.03 Bereavement Leave

Three (3) consecutive workdays will be granted with full pay and benefits for death in "immediate family" (as defined in Section 5.01). Any additional time shall be charged to sick leave pursuant to Section 5.01.

5.04 Parental Leave

An Employee, for reasons of pregnancy, adoption, maternity, paternity, or such other reasons as the Superintendent deems appropriate, may request and shall be granted a leave of absence without salary on the conditions set forth below:

- a. A request for parental leave must be made at least thirty (30) calendar days prior to the commencement of the leave.
- b. The leave of absence shall be granted for the balance of the school year during which delivery or adoption is anticipated unless such leave is terminated earlier as hereinafter provided.
- c. The leave shall be extended for one (1) additional school year upon request of the Employee to the Board, made no later than the 1st of April preceding the year for which such leave is requested.
- d. Application for reinstatement may be made by the Employee at any time during the school year and the Employee may be reinstated by mutual agreement. In all other cases, reinstatement will occur no later than the beginning of the next succeeding school semester unless the leave is extended in accordance with paragraph c., above.
- e. Upon return from approved parental leave, the Employee shall be entitled to reinstatement to the same position with the same contractual status which was held prior to the leave or, if the position is no longer available, to an equivalent position for which the Employee holds valid unexpired certification/licensure or is otherwise qualified. If said leave is extended, the same provision shall apply.
- f. Failure of an Employee on leave of absence to return a signed contract for the successive school year on or before June 15 shall be treated as a voluntary resignation.

5.05 Professional Improvement Leave

A teacher who immediately prior to his/her request for leave has completed four (4) consecutive years as a member of the professional staff of the Joint Vocational School District may be granted leave of absence without pay or other benefits (unless Employee paid) for study for one (1) full semester or two (2) full semesters, but no longer than one (1) school year. Members of the instructional staff returning from professional leave shall be returned to the same or any agreed-upon position.

5.06 Jury Duty

The Board shall pay the Employee's per diem salary when serving as juror. Lesson plans must be provided to the Administration by a teacher for use by his/her substitute. Employees may keep any payment received from jury duty service.

5.07 Military Leave

Military leaves will be in accordance with Ohio Revised Code 3319.14.

5.08 Personal Leave

Each full-time Employee will be granted three (3) non-cumulative personal leave days during each school year. No reason for the personal days will be asked or given. At the conclusion of each school year, the Board will pay \$125 for each personal day not used.

A request for personal leave must be submitted at least two (2) workdays prior to the date requested, except in the case of extreme emergency. The leave may be taken on a full-day or half-day basis. The number of staff taking such leave shall not exceed ten percent (10%) per day. Personal leave will not be used immediately preceding or following a holiday or extended holiday break, unless approved by the Superintendent.

5.09 Vacation

- a. Employees working an eleven (11) month (230 days or more) work year shall earn ten (10) days of paid vacation each anniversary year to be taken at the Employee's discretion. A new Employee with less than one (1) year of service shall, after a 90-day probationary period, earn .833 days of vacation per month up to the first anniversary of hire at which time the Employee will receive the full ten (10) days. After seven (7) years of employment for the Board, the Employee shall earn fifteen (15) days of paid vacation each anniversary year; and, after fourteen (14) years of employment for the Board, the Employee will earn twenty (20) days of vacation each anniversary year. After 17, 19, 21, 23, 25 years of employment, the Employee will earn one day of vacation for each year of service to a maximum of twenty-five (25) days of vacation. Vacation may be taken on full-day, half-day, or quarter-day basis.
- b. If a vacation is scheduled over a period when a paid holiday occurs, the holiday shall be counted as a holiday and not a vacation day.
- c. An employee can carry over a maximum of five (5) vacation days into a new anniversary year. For special circumstances, upon written request to the Superintendent/Treasurer, prior to the anniversary date, an additional five (5) days carry-over may be granted. If an Employee severs employment, the Employee shall be compensated at his/her per diem rate for all unused vacation.
- d. If more than one Employee in an Employee Group requests vacation at the same time as another Employee and the Board for operational reasons cannot accommodate both requests, the more senior Employee shall be granted the vacation time. Once vacation has been granted seniority is not a consideration.
- e. No vacation will be granted one week prior to the start of the school year and no more than one Employee during spring break among the Maintenance or Custodial/Maintenance Employees unless approved by the Superintendent.

5.10 Paid Holidays

- a. All Employees who are contracted 210 days or more each year are entitled to the following nine (9) paid holidays: Labor Day, Thanksgiving (2), Christmas (2), January 1st, Martin Luther King's Birthday, Good Friday, and Memorial Day. Employees who are contracted less than 210 days will be paid holidays required by Ohio Revised Code.
- b. Employees who work 230 days are also entitled to one (1) additional floating holiday, Juneteenth, and July 4th for a total of eleven (11) paid holidays.
- c. Employees who work 260 days are also entitled to one (1) additional floating holiday, Juneteenth, and July 4th for a total of twelve (12) paid holidays.
- d. All full-time Employees may earn a five hundred dollar (\$500.00) bonus by having at least a 98% attendance rate the previous year (July 1 – June 30). All days away from work will count against the Employee's attendance except for vacation days, jury duty, holidays, bereavement leave and professional leave. There will be no make-up of absence days in order to be entitled to the bonus. The bonus will be paid on or before September 15th. Employees must have been employed for the entire fiscal year to receive the bonus.

ARTICLE VI. WORKING CONDITIONS

6.01 Academic Freedom

The parties agree that academic and professional freedom is essential to the educational process. The classroom is a place for developing students' capacities for critical thinking and not for indoctrination of the instructor's political, religious or self-serving beliefs or biases. Controversial issues should be a part of instructional programs when judgment of the professional staff deems the issues appropriate to the curriculum and to the maturity level of the student. Academic freedom is the right of the learner and his/her teachers, generally within the framework of the course of study, to explore, present and discuss divergent points of view in the quest for knowledge and truth.

6.02 Staff Meetings

- a. Staff meetings shall be held on the first Wednesday of each month that school is in session. The staff meetings shall start as soon as practical after the close of the regular workday. All teachers are required to attend this meeting unless excused from attendance by the Principal. The meeting shall not exceed one (1) hour beyond the starting time of the meeting unless mutually agreed upon by the Principal and PLEA President. Faculty shall arrive on time and stay for the entire meeting.
- b. An agenda should be provided twenty-four (24) hours prior to the announced meeting.
- c. Department meetings shall be subject to the above provisions.
- d. Emergency meetings can be called by the Superintendent.

6.03 Vacancy/Postings

Certified Staff and Classified Staff

- a. A vacancy for purposes of transfer or promotion shall mean a position held currently by an Employee and is a position that the Board intends to fill that becomes open due to death, resignation, retirement, termination, non-renewal, unpaid leave of absence of more than one year, transfer or promotion of the Employee; or, when the Board creates a new bargaining unit position. All newly created positions shall be made known to PLEA prior to posting.
- b. Notice of any vacancy shall be posted on bulletin boards accessible to all Employees for five (5) workdays so that current Employees may apply for the position before interviews are scheduled for the position to be filled. Notice of vacancies shall also be emailed to all Employees and mailed

to Employees on leaves of absence, vacation or on the recall list. If the resignation is submitted between July 10th and the beginning of school, the Board may open the position to outside applicants at the time of notification to the Staff.

- c. The position posted shall be for a position described in this Contract, except when the Board creates a new position. The posting shall include the job title, principle duties, immediate supervisor, minimum qualifications, hours per day and days per year, rate of pay and other pertinent information. The posting shall be dated and shall state when the posting period is closed.

Certified Staff

- a. If there are any members of the bargaining unit on a recall list who possess the required certification/licensure, the recall procedures shall be followed and the vacancy filled in that manner.
- b. If there are no bargaining unit members on a recall list for the area of certification/licensure required for the vacancy, any teacher who files a timely application for a vacancy in an area of certification/licensure that he/she possesses shall be offered an interview for the vacancy.

Classified Staff

- a. If there is a classified Employee on a recall list that is qualified for the vacancy, that Employee shall fill the vacancy. If there are no bargaining unit members on the recall list qualified for the vacancy, any classified Employee who files a timely application for a vacancy that he/she is qualified for shall be offered an interview for the vacancy.
- b. A classified Employee appointed to any position in accordance with this article shall be subject to a thirty (30) calendar days probationary period during which time, should the Employee prove to be unable to perform satisfactorily, he/she may be returned to his/her original position.

6.04 Student Discipline

- a. Teachers shall be responsible only for those detentions they assign for infractions of program related rules in their class.
- b. The Administration will supervise and/or enforce any disciplinary measures they enact.
- c. Any student offering verbal or physical threats, or verbal or physical assaults on a faculty member shall be immediately suspended by the Administration pursuant to Ohio Revised Code 3313.66 and the Board adopted student discipline code.

6.05 Appraisal

Certified Staff — Teacher and School Counselor Evaluation Process

1. Classroom Teacher

- 1.1 The teacher evaluation procedure contained in the Contract applies to the following Employees of the Joint Vocational School District.
- 1.2 Teachers working under a license issued under Ohio Revised Code 3319.22, 3319.26, 3319.222 or 3319.226 and who spend at least fifty percent (50%) of their time providing student instruction.
- 1.3 Teachers working under a professional or permanent certificate issued under Ohio Revised Code Section 3319.222, as it existed prior to September 2003 and who spend at least fifty percent (50%) of their time providing student instruction.
- 1.4 The Joint Vocational School District shall not conduct an evaluation for any teacher who:
 - 1.4.1 Was on leave for fifty percent (50%) or more of the school year;

- 1.4.2 Submitted notice of retirement, and such notice has been acted upon by the Board of Education, on or before December 1st of the school year in which they plan to retire;
- 1.4.3 Is participating in the teacher residency program established by Ohio Revised Code 3319.223 so long as the teacher, for the first time, takes at least half of the performance-based assessments prescribed by the State Board of Education for resident educators;
- 1.4.4 Is a substitute teacher.

2. Evaluators

- 2.1 Evaluator assignments shall be made pursuant to the following requirements:
 - 2.1.1 Whenever possible, the evaluation shall be carried out by the teacher's/employee's direct in-line supervisor. If extenuating circumstances occur, all changes in teacher/employee evaluator shall be pre-approved by the teacher/employee prior to evaluation.

3. School Counselors

- 3.1 School counselors' performance will be evaluated during formal and informal observations. Such performance will be assessed through a holistic process.
- 3.2 Formal and Informal Observations
 - 3.2.1 School counselors shall be evaluated based on at least two (2) formal observations of at least thirty (30) minutes each and an informal observation(s) each school year.
 - 3.2.2 A high-performing school counselor may be evaluated less frequently, as provided in Ohio Revised Code Section 3319.111.
 - 3.2.3 Neither formal nor informal observations will be conducted when school counselors are engaged in counseling activities with students that require confidentiality.

4. Standing Joint Committee for Teacher Evaluation

- 4.1 Committee Composition
 - 4.1.1 The committee shall be composed of two (2) Association members appointed by the Association President and two (2) members appointed by the Superintendent/Designee.
 - 4.1.2 The committee shall meet in the fall to review and approve HQSD Verification forms prior to October 15th.

5. Evaluation Requirements and Guidelines

- 5.1 The Evaluation Cycle shall be completed prior to May 1st with the Final Summative Conference occurring no later than May 15th.
- 5.2 No teacher observation data can be collected or referenced through the use of cameras or video.
- 5.3 A formal observation will occur on a mutually agreed upon date/time by the evaluator and instructor.
- 5.4 A teacher may request a formal debriefing after a walkthrough to discuss the observation.
- 5.5 If an instructor is requesting a continuing contract for the following school year, they will have a Full Cycle Evaluation. They must notify the Superintendent's office in writing by September 30th.
- 5.6 If an instructor is being considered for non-renewal, they must have been observed at least three (3) times.
- 5.7 Evaluation Requirements:

EVALUATION REQUIREMENTS FOR INSTRUCTIONAL STAFF

Accomplished		Skilled	
Full Cycle Evaluation (Every three years)	<ul style="list-style-type: none"> • Self directed Professional Growth Plan and HQSD Verification Form by September 30th; • Pre-Conference Questions; • Walkthrough (15 minutes); • One formal holistic observation (30 minutes); • Post-conference; • Walkthrough (15 minutes); • Formal Focused Observation (30 minutes); • Final Summative Conference 	Full Cycle Evaluation (Every two years)	<ul style="list-style-type: none"> • Jointly directed Professional Growth Plan and HQSD Verification Form by September 30th; • Pre-Conference Questions; • Walkthrough (15 minutes); • One formal holistic observation (30 minutes); • Post-conference; • Walkthrough (15 minutes); • Formal Focused Observation (30 minutes); • Final Summative Conference
Off Years	<ul style="list-style-type: none"> • Self directed Professional Growth Plan by September 30th; • One walkthrough observation (15 minutes); • One post-conference with discussion of progress on Professional Growth Plan; • Evaluator determines the teacher is making progress on the Professional Growth Plan to continue the less-frequent evaluation cycle 	Off Year	<ul style="list-style-type: none"> • Jointly directed Professional Growth Plan by September 30th; • One walkthrough observation (15 minutes); • One post-conference with discussion of progress on Professional Growth Plan; • Evaluator determines the teacher is making progress on the Professional Growth Plan to continue the less-frequent evaluation cycle
Developing		Ineffective	
Full Cycle Evaluation	<ul style="list-style-type: none"> • Jointly Developed Professional Growth Plan and HQSD Verification Form by September 30th; • Pre-Conference Questions; • Walkthrough (15 minutes); • One formal holistic observation (30 minutes); • Post-conference; • Walkthrough (15 minutes); • Formal Focused Observation (30 minutes); • Final Summative Conference 	Full Cycle Evaluation	<ul style="list-style-type: none"> • Improvement Plan and HQSD Verification Form by September 30th; • Assigned a mentor teacher who is not an evaluator; • Pre-Conference Questions; • Walkthrough (15 minutes); • One formal holistic observation (30 minutes); • Post-Conference; • Walkthrough (15 minutes); • Formal Focused Observation (30 minutes); • Final Summative Conference

If a teacher has scored in two or more Ineffective categories after the first formal observation, they will meet with their evaluator during their post-observation conference to develop an Improvement Plan, utilizing ODE developed documents. This should be completed after the first formal observation but before the second observation.

Results of all evaluations will be available online via the Ohioes system.

6.06 Discipline

Non-renewal, termination, suspension, demotion or other disciplinary action against an Employee shall be subject to the following standards of fairness:

- a. The Employee will have had prior warning or knowledge of the disciplinary consequences of his/her conduct.
- b. Prior to administering discipline, the Administrator will seek to discover whether or not the Employee actually violated a rule or policy.
- c. The Administrator will conduct a fair and objective investigation.
- d. The Administrator will have provided substantial evidence to support the charge.
- e. Administration will have applied its rules, orders and penalties even-handedly and without discrimination to all Employees.
- f. The degree of discipline will be reasonably related to the seriousness of the offense.

Disciplinary Conference

- a. A PLEA Member and the PLEA President shall be notified in writing of any disciplinary conference and the nature of the topic to be discussed no later than 1:00 p.m. on the day before such conference is scheduled. Administrative conferences on discipline may be held during the workday, unless the PLEA Member elects otherwise.
- b. The PLEA Member shall have the right to be represented by the Association at any meeting with the Administration that may lead to discipline.

6.07 Personnel Files

- a. All Employees shall have access to their files in accordance with those rights found in Ohio Revised Code Chapter 1347 and consistent with the procedures in this Section.
- b. Personnel files shall be made available within twenty-four (24) hours after receiving written notice. A representative of the Association may accompany an Employee in reviewing the Employee's files. If an Administrator deems a parent or student complaint about an Employee is serious enough to be placed in the Employee's file, the Employee will be notified within two (2) workdays.

If an Employee disputes the accuracy, relevancy, timeliness or completeness of information in his/her file, he/she may request, in person or in writing, that the Superintendent review the current status of information. This review may include a conference with the Superintendent. Every statement will include a place for the Employee's signature prior to being placed in the file. If after the review the disagreement still exists, then the issue may be referred to the grievance procedure. This review does not apply to teaching/performance appraisal.

6.08 Part-Time/Full-Time Contracts

- a. Teachers employed for fifty percent (50%) or less of a full day shall be considered part-time. Teachers employed for more than fifty percent (50%) of a day for twenty (20) days shall be awarded a full-time teaching position where a vacancy occurs. This provision does not apply to substitute teachers.
- b. All resigned positions shall be filled, if possible, with a full-time contracted teacher.

6.09 The Teacher Year

- a. The teacher year shall consist of one hundred eighty-four (184) days for returning teachers and one hundred eighty-six (186) days for new teachers. The Joint Vocational School District will schedule its calendar around that of the partner schools whenever possible.
- b. All teachers shall attend one (1) In-Service day prior to the arrival of students and three (3) professional days for all teachers without students attending defined as follows: the equivalent of one-half (1/2) day for evening New Student Orientation, the equivalent of one-half (1/2) day for Career Tech Recruitment Evening and two (2) Staff Development Days.
- c. Prior to the arrival of students there shall be one (1) In-Service day for all high school certified staff. Meetings by the Administration shall be no longer than two (2) hours. No less than three (3) hours shall be reserved for teachers to individually plan for student arrival. One (1) hour shall be scheduled for a PLEA meeting.
- d. By June of the previous year, the Board shall have adopted and circulated to all Employees the annual calendar of all duty days teachers are required as per contract.
- e. School Calendar: Prior to April 1st, the school calendar for the next school year will be available to all staff. The calendar shall include student days and staff days. Professional Development days may be added during the school year at the Superintendent's discretion.
- f. One half (1/2) evening New Student Orientation
- g. Career Tech Recruitment Evening is mandatory (1/2 day)
- h. Senior Send-Off in May is mandatory (1/2 day)
- i. One half (1/2) Records and Reports Day (Last day)

6.10 Workday – Certified Staff

- a. The defined workday of Certified Staff attendance shall be no more than seven (7) hours and fifteen (15) minutes, including a minimum of thirty (30) minutes for duty-free lunch. Beginning and ending times shall be according to the individual teacher's schedule.
- b. Planning Time – Certified Staff shall be granted, during the regular scheduled workday, a minimum of one (1) class period for planning and/or conference. This planning/conference time shall be in addition to thirty (30) minutes duty-free lunch. Certified Staff planning periods prior to the end of the workday will be scheduled for Certified Staff/Administration interaction when mutually agreeable by the Certified Staff and the concerned Administrator.

With prior notice, Certified Staffs' conference periods may be scheduled for Teacher/Administration interaction as needed.

- c. Professional Dress – Certified Staff is expected to dress professionally and appropriately according to the industry standard of their lab/field.
- d. Career Technical Certified Staff whose daily assignment only includes a junior and senior lab, conference period, and duty-free lunch shall be paid the sum of two thousand dollars (\$2,000.00) per school year as further compensation for employer visits made throughout the school year. No academic Certified Staff shall teach more than seven (7) periods per day unless the Certified Staff is assigned by Administration to teach eight (8) periods, in which case he/she shall be paid the sum of two thousand dollars (\$2,000.00).

Workday – Classified Staff

The normal workday for Classified Staff shall not exceed eight (8) hours. The workday shall include sixty (60) minutes of paid lunch/break time, with time(s) being approved by the immediate Supervisor. Beginning and ending times to meet institutional needs can be changed no more than two (2) times per school year (unless an emergency) after the Superintendent confers with the PLEA President. A minimum of two (2) weeks or longer notice will be given to the Employee.

6.11 Sign-Out/Sign-In Procedure

Certified Staff members shall sign-out/sign-in during the workday for school related business after notifying the Principal. The sign-out/sign-in ledger sheet shall be located at a designated area by the Principal. Certified Staff members who utilize this procedure shall provide his/her sign-out destination. This excludes the Employee's lunch.

6.12 Summer Work Schedule

During the summer months, all Employees shall work the day shift except when program or summer projects necessitate a change.

6.13 Scheduling

Prior to final scheduling, the Principal shall consult with the Certified Staff on any proposed changes in class scheduling by August 10th, if possible.

Every effort will be made to schedule all senior labs offering early placement in the afternoon, and the academic class size will not exceed a ratio of thirty (30) students to one (1) teacher.

6.14 Assignments

- a. Decisions concerning room/lab relocation or alteration, curriculum content and curriculum area shall be discussed by August 10th with the teacher involved prior to the final decision.
- b. Duty assignments for each year will be discussed with the Certified Staff prior to completion of the master schedule by August 10th, if possible.

6.15 Faculty Attendance

- a. Certified Staff shall follow the building notification procedure as soon as he/she decides a substitute will be needed. The substitute will be kept on duty until the Certified Staff member notifies the Principal that he/she is returning and able to assume his/her duties.
- b. Reporting of Absence -- Outside normal working hours, the reporting off for any absence from work by Certified Staff shall be done by phone as soon as possible in addition to utilizing the online District system.

6.16 Substitute Teachers

- a. Whenever possible, the substitute will be certified/licensed in the area of the subject to be taught.
- b. In all cases of Certified Staff absence, the Principal will make every effort to secure the necessary substitute teacher.

6.17 Advisory Committees

- a. Building – The Superintendent will meet with staff members to consider their opinions and suggestions in the planning of new buildings and additions to buildings.
- b. Career Technical Education Certified Staff will meet formally at least once with their designated advisory committee during the school year. These meetings may be scheduled during the workday and completed by February 28th. Agendas, minutes, and signed rosters of these meetings will be provided to the Principal.
- c. Advisory committees must have a minimum of three (3) external members.

6.18 Faculty Facilities/Care

a. The Board shall provide for and maintain:

- At least one (1) staff workroom, furnished with chairs and worktables.
- Telephone services will include reporting of incoming messages and reasonable privacy to conduct business. Employees will be notified immediately in case of emergency.
- No student is permitted in the teacher workroom.
- A reserved faculty parking area.
- Effective sound barriers on alternating classrooms, when and if possible.
- A lounge area for use by teachers and other staff.

b. Facility Care

- Ice and snow removal shall be maintained in all staff parking lots and sidewalks.
- Certified Staff are only responsible for reporting to the Principal where proper cleaning, maintenance of classrooms, offices, etc. or repairs of equipment is necessary.
- Lab areas shall be regularly maintained by the students under the Certified Staff's direction as part of their required training.
- Certified Staff shall be responsible for those items of equipment and property for which they have singular control over security but shall not be liable for costs of repairs or replacement.
- Certified Staff shall submit inventories of books and equipment by the end of the school year.

6.19 Fee Collection

a. The method of collection of fees will be established through guidelines approved by the Board.

b. The Treasurer will discuss with the President of the Association any changes that may be made prior to Board approval.

6.20 Clerical Attendance Duties

Certified Staff shall only be required to take daily and period attendance. Other attendance related record keeping shall be completed by Classified Staff personnel.

6.21 Adult Education

a. The Board agrees to permit full-time staff members to register for Adult Education Evening School programs without charge providing vacancies exist between minimum enrollment requirements and maximum class size.

b. Joint Vocational School District Employees shall be given priority for any available positions. Final selection will be made by the Superintendent.

6.22 Responsibility to Students

a. Career Technical Education Certified Staff shall be responsible for assisting the graduating student in finding employment.

b. Assistance to Students – Certified Staff shall give every reasonable assistance to students in their studies when a student's lack of progress is due to absence caused by illness. Certified Staff

is expected to give each individual help as may be necessary to assist the student in making up work which has been missed.

6.23 Retire/Rehire

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

1. The individual shall be issued a one-year limited contract, which shall automatically expire, and as a condition of employment, the Employee waives his/her right to a continuing contract under Ohio law.
2. The Employee must waive any rights he/she may have or accrue under Ohio Revised Code 3319.11, 3319.111, 3319.17 and 3319.081 or 3319.172.
3. The Employee agrees that the Board, in its sole discretion, may offer insurance benefits if such discretion does not violate retirement system requirements.
4. The Employee waives any rights he/she may have or accrue to severance pay either under Ohio law or Board policy.
5. The Employee waives any rights he/she may have or accrue to any type of retirement incentive program.
6. The Employee agrees to be placed on the salary schedule, at a minimum, at a step and column as if he/she was a new hire to the Joint Vocational School District.
7. The following articles of the Contract shall not be applicable to individuals hired/rehired under this Article.

ARTICLE VII. REDUCTION IN FORCE/RECALL

When by reason of decreased enrollment of pupils, elimination of programs, return to duty of regular Employees after leaves of absence, finances, or by reason of suspension of schools or territorial changes affecting the Joint Vocational School District, it becomes necessary to reduce the number of Employees, the Board may make a reasonable reduction.

If, for the reasons set forth in Ohio Revised Code 3319.17, the Board determines it necessary to reduce the number of bargaining unit positions, the provisions of Ohio Revised Code 3319.17 will be used. In making any such reduction, the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent who shall, within each teaching field affected, give preference first to teachers on continuing contracts. The Superintendent shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations.

For purpose of Reduction of Force/Recall, there shall be the following classification groups:

- (a) Certified Staff, (b) Maintenance, (c) Maintenance/Custodial, (d) Secretarial/Clerical and (e) Paraprofessional

Recall shall mean the right to return to active employment service from the layoff period.

Reduction in Force shall mean reducing the number of staff positions by method of contract suspension. Suspension shall mean layoff from active employment. Prior to taking such action, the Superintendent shall meet with the Association representatives to discuss the specific reason for such reduction and the specific positions which shall be affected. Such notice shall be sent no later than April 30th of the school year immediately prior to the intended staff reduction. The Association shall reply with any concerns

regarding the plan, whether in the merits, procedure, or any other effects on the contract between the parties.

In making such determination, the Superintendent shall:

1. Have posted to every bargaining unit Employee prior to April 30th the following:
 - A seniority list of all Certified Staff in the system in their areas of licensure/certification. Certified Staff shall be placed on all lists for which they are certified.
 - Seniority list of all Classified Employees showing the seniority of each Employee.
 - Seniority will be determined by the length of continuous service in the Joint Vocational School District. Among those with the same length of continuous service, seniority shall be determined by the date of the Board meeting at which the teacher was hired.

NOTE: Approved leaves of absence shall not break continuous service but neither shall they count for seniority purposes. The continuous service of any Employee who has returned to employment following resignation or other termination of employment will be measured from the date of return to service.

2. Proceed to recommend Board suspension of contracts in accordance with the following procedure:
 - Attrition: the number of persons affected by a reduction in force will be kept to a minimum by not employing replacements insofar as practical for Employees who retire or resign or whose limited contracts are not reviewed for reasons other than the planned reduction in the number of teachers.
 - Recommend not employing replacements in those positions open for next school year.
 - Reduction not achieved by attrition shall be accomplished by suspension of limited contracts, as appropriate, and then by suspension of continuing contracts. No preference for seniority shall be given except when making a decision between Employees who have comparable evaluations.
 - There shall be three (3) categories of comparable evaluation (Category 1, Category 2, and Category 3) where Employees shall be placed based upon the evaluation rating they received for the three (3) most recent years of evaluations.
 - An Evaluation Year shall mean all Evaluations completed within one (1) school year.
 - Employees evaluated as “ineffective” for two (2) out of their last three (3) will be placed in Category 3.
 - Employees evaluated as “developing” or “skilled” for two (2) out of their last three (3) evaluations shall be placed in Category 2.
 - Employees evaluated as “accomplished” for two (2) out of their last three (3) evaluations shall be placed in Category 1.
 - Employees who receive a different/unique evaluation rating in each of their last three (3) evaluations shall be placed in Category 2.
 - Employees new to the Joint Vocational School District who have not yet acquired three (3) years of data, shall be placed in the appropriate category based on their performance

rating received at the end of the first year of employment. During the second year of employment in the District, the Employee will have the performance rating categorized using the above-described model by looking at two (2) years of performance data.

- With respect to non-OTES evaluations, the performance evaluations will be used to determine the placement in the aforementioned categories.
- The Superintendent shall select for reduction in force the Employee(s) with the lowest overall evaluations. If the Superintendent determines, after following the aforementioned process, that two (2) or more Employees have the same ranking, the Superintendent shall use seniority within the District as the tiebreaker.
- Prior to implementing a reduction in force, the Superintendent shall provide an opportunity to the PLEA President to meet, discuss, and confirm the Superintendent's application of the aforementioned procedures and calculations.

Recall of Employees

In the area of recall of staff following a Reduction in Force, the Board shall:

- Offer reemployment to an Employee whose name appears on a recall list when a position becomes available for which the Employee meets minimum qualifications.
- Offer to Employees on the recall list(s), positions for which they are certified/qualified in order of evaluation category classification at time of Reduction in Force. If two (2) or more Employees have the same evaluation category classification, the Superintendent shall use seniority within the District as the tiebreaker.
- No new Employees shall be employed by the Board while there are Employees on the recall list who are certified/qualified for any opening.
- Teachers who can achieve a new licensure/certification in other areas shall be given until April 15th, of the lay-off year to show evidence that such eligibility does or will occur prior to September 1st. The Superintendent will then use the evaluation category classification procedure and the person with the highest category classification shall have the first right to recall. If two (2) or more Employees have the same ranking, the Superintendent shall use seniority within the District as the tiebreaker.
- No new bargaining unit member shall be hired for a position until all bargaining unit members on the recall list who are certificated/licensed for the position have been offered the position.
- Give written notice of reemployment by sending a certified letter to each laid-off Employee at his/her last known address, with a simultaneous copy to the Association.
- It shall be the responsibility of each Employee to notify the Board of any change of address. The Employee's address, as it appears on the Board's records, shall be conclusive when used in connection with an offer of reemployment or of other notice to the Employee.
- If an Employee fails to accept the offer of reemployment in writing within fifteen (15) calendar days, excluding Saturdays, Sundays and holidays, or within five (5) days if the offer is delivered within ten (10) days prior to the start of a school year or semester from the date said offer is delivered by certified letter at the last known address of the Employee, said Employee shall be considered to have rejected said offer, and shall be removed from the Reduction in Force recall list.

- An Employee on the Reduction in Force recall list shall, upon accepting an offer of reemployment, return to the system with the same seniority, accumulation of sick leave and salary schedule placement as the teacher would have received in the year following layoff or contract suspension.
- Employees will remain on the recall list for a period of twenty-four (24) months following the layoff. The laid-off Employee will notify the Superintendent's office prior to March 1st of each year of availability for employment or be removed from the Reduction in Force recall list.

Bargaining unit members will be given preferential consideration as substitutes for their area of licensure/certification. However, employment as a substitute shall not disqualify that Employee from continued placement on the recall list, nor shall declining work as a substitute constitute a refusal of employment for purposes of unemployment benefits.

ARTICLE VIII. SALARY AND FRINGE BENEFITS

8.01 Payroll Deduction

- a. The Board shall institute a mandatory Direct Deposit of paychecks for Employees at their designated financial institution.
- b. Tax Shelter Annuity Plan deductions shall be provided.
- c. Any and all deductions requested by an Employee shall be processed.
- d. The Treasurer shall, when authorized on the basis of individually signed voluntary authorization cards, deduct the dues/fees check-off from the pay of every such authorizing member of the Association and pay such dues/fees to the Treasurer of the Association. The deductions shall be in sixteen (16) equal consecutive payments beginning in November. Authorization forms are due in the Treasurer's Office no later than two (2) weeks prior to the first payroll in November.

8.02 Salary Schedule Guidelines – Certified Staff

- a. The schedule shall be a single salary schedule. This salary schedule is based on professional training, college degrees, related work experience and teaching experience. In order to receive credit for one (1) year of experience, a Certified Staff member must have been under contract as a supervisor, principal, regular or substitute classroom Certified Staff member and must have served in such capacity for one hundred twenty (120) days in any school year as defined in Ohio Revised Code 3317.13.
- b. Transfer of Experience – Upon the Superintendent's recommendation, the Board may allow transfer of up to ten (10) years of teaching experience to newly hired teachers. Each year shall consist of at least one hundred twenty (120) days under a teacher's contract up to a maximum of ten (10) years.
- c. Work Experience
 Degreed – Upon the Superintendent's recommendation, practical work experience will be granted on the salary schedule to degreed Employees for each year up to a ten (10) year maximum for salary schedule placement at Step 10. The work experience must be documented.

 Non-Degreed – Five (5) years' experience directly related to the program teaching area will equal the base (Bachelor's Degree/Step 0) of the salary schedule. Any additional directly related work experience may be credited up to a ten (10) year maximum for salary schedule placement (Bachelor's Degree/Step 10). For non-degreed Employees, the work experience must be documented.
- d. All years of active military service in the armed forces of the United States, as defined in section 3307.75 of the Revised Code, to a maximum of five years. For purposes of this calculation, a

partial year of active military service of eight (8) continuous months or more in the armed forces shall be counted as a full year per Ohio Revised Code 3317.13.

All Certified Staff must have on file with the Superintendent prior to September 15th an official transcript of credits from a college or university and a valid Ohio teaching license.

- e. Any Certified Staff who expects to receive credit for additional training required must furnish in writing to the Superintendent, by September 15th of any school year, the amount of additional training to be completed. By September 30th, said teacher shall furnish an official transcript from an accredited college or university, or a letter stating that transcript is forthcoming will be accepted in lieu of transcript.
- f. All Certified Staff shall notify the Treasurer of the Board within ten (10) calendar days after receiving a contract as to whether or not the contract will be accepted. Contracts must be mailed or offered by the 30th of May.
- g. Teachers whose contracts are acted upon following the last day of school shall be notified within ten (10) calendar days following the Board's decision.
- h. Deductions for days absent shall be calculated by dividing the annual salary by the number of teacher's contract days.
- i. Upon termination of employment by the Employee, the Certified Staff member shall receive the balance of his/her pay, less deductions permitted by law, at the end of the school year upon request. Benefits will continue through August if the Employee has completed the contracted days of employment. All benefits are terminated on effective retirement date.
- j. Definition of Salary Columns –
 - I = Certified Staff with a Bachelor's degree or CTE Program Instructors with five (5) years' experience;
 - II = Certified Staff with twelve (12) semester hours or fifteen (15) quarter hours beyond a Bachelor's degree; or CTE Program Instructors with Bachelor's Degree or Professional License and twelve (12) semester hours or fifteen (15) quarter hours
 - III = Certified Staff with thirty (30) semester hours (or equivalent quarter hours) above a Bachelor's degree; or CTE Program Instructors with Bachelor's Degree or Professional License and thirty (30) semester hours (or equivalent quarter hours)
 - IV = Certified Staff with a Master's degree; or CTE Program Instructors with Bachelor's Degree or Professional License and forty-two (42) semester hours (or equivalent quarter hours)
 - V = Certified Staff with a Master's degree with fifteen (15) graduate semester hours above a Master's degree or CTE Program Instructors with Bachelor's degree or Professional License with fifty-seven (57) semester hours with eighteen (18) years of service with Portage Lakes Joint Vocational School District
 - VI = Certified Staff with a Master's degree with thirty (30) graduate semester hours above a Master's degree or CTE Program Instructors with Bachelor's degree or Professional License with seventy-two (72) semester hours with twenty-three (23) of service with the Joint Vocational School District

Hours must be completed at an accredited college or university approved by the Ohio Department of Higher Education or the equivalent if completed out of state.

Classified Staff

- a. Classified Staff advance on the salary schedule for step increases on July 1st each year.
- b. Support staff who move from one job classification to another maintain the same step on the new salary schedule as on their former salary schedule until advancing when July 1st next occurs.
- c. Transfer of Experience – The Board may allow up to four (4) years of comparable experience (equivalent to placement on Step 4) to newly hired support staff.
- d. Salary Groups – Classified staff will be paid in accordance with the respective salary schedule as follows:

<u>Salary Group I</u> Administrative Assistant Full-Time Secretaries	<u>Salary Group II</u> Maintenance
<u>Salary Group III</u> Maintenance/Custodial	<u>Salary Group IV</u> Paraprofessionals

8.03 Longevity

Classified Staff

On the Employee's anniversary date following the completion of ten (10) years of continuous service with the Board, support staff Employees will be paid a longevity bonus of seventy-five cents (\$0.75) per hour above the Employee's hourly rate.

Certified Staff

Following the completion of ten (10) years of continuous service with the Board, Certified Staff will be paid an annual longevity bonus of five hundred dollars (\$500.00).

8.04 Attendance Bonus

All Employees may earn a five hundred-dollar (\$500.00) bonus by having at least a 98% attendance rate the previous year (July 1st through June 30th). All days away from work will count against the Employee's attendance except for vacation leave, jury duty, holidays, bereavement leave, and professional leave. There will be no make-up of absence days to be entitled to the bonus. The bonus will be paid on or before September 15th. Employees must have been employed for the entire fiscal year to receive the bonus.

8.05 Salary Schedules – CLASSIFIED STAFF SALARY SCHEDULE JULY 1, 2026 – JUNE 30, 2029

CLASSIFIED STAFF SALARY SCHEDULE July 1, 2026 - June 30, 2027					
STEP	Salary Group I Full-Time Secretaries	Salary Group II Maintenance	Salary Group III Maintenance Custodial	Salary Group IV Para Pro	
0	18.95	27.92	20.83	19.34	
1	19.50	28.48	21.31	19.80	
2	20.07	29.04	21.85	20.29	
3	20.62	29.57	22.41	20.75	
4	21.11	30.13	22.95	21.24	
5	21.66	30.66	23.52	21.72	
8	22.21	31.21	24.08	22.30	
10	22.78	31.72	24.62	22.84	
12	23.31	32.25	25.16	23.36	
14	23.88	32.75	25.70	23.92	
16	24.60	33.76	26.47	24.66	

CLASSIFIED STAFF SALARY SCHEDULE July 1, 2027 - June 30, 2028					
STEP	Salary Group I Full-Time Secretaries	Salary Group II Maintenance	Salary Group III Maintenance Custodial	Salary Group IV Para Pro	
0	19.52	28.76	21.45	19.92	
1	20.09	29.34	21.94	20.40	
2	20.67	29.91	22.50	20.90	
3	21.24	30.46	23.08	21.37	
4	21.75	31.03	23.64	21.87	
5	22.31	31.58	24.22	22.37	
8	22.88	32.15	24.80	22.97	
10	23.45	32.67	25.35	23.53	
12	24.01	33.22	25.91	24.06	
14	24.60	33.74	26.47	24.64	
16	25.34	34.77	27.26	25.40	

CLASSIFIED STAFF SALARY SCHEDULE July 1, 2028 - June 30, 2029					
STEP	Salary Group I Full-Time Secretaries	Salary Group II Maintenance	Salary Group III Maintenance Custodial	Salary Group IV Para Pro	
0	20.11	29.62	22.09	20.52	
1	20.69	30.21	22.60	21.01	
2	21.30	30.80	23.17	21.53	
3	21.88	31.37	23.77	22.02	
4	22.40	31.96	24.34	22.53	
5	22.99	32.52	24.94	23.04	
8	23.57	33.12	25.54	23.66	
10	24.17	33.65	26.11	24.23	
12	24.74	34.21	26.68	24.79	
14	25.34	34.74	27.26	25.38	
16	26.10	35.81	28.08	26.16	

8.06 Salary Schedule – CERTIFIED STAFF SALARY SCHEDULE JULY 1, 2026 – JUNE 30, 2029

CERTIFIED STAFF SALARY SCHEDULE July 1, 2026 - June 30, 2027									
Step	Bachelors/ Professional License	Bachelors/ Professional License	Bachelors/ Professional License	Masters or Bachelors/ Professional License	Masters + 15 or Bachelors/ Professional License	Masters + 30 or Bachelors/ Professional License			
		+ 12 SH or +15 QH	+ 30 SH	+ 42 SH	+57 SH and PLCC CTE Staff 18 Yrs	+72 SH and PLCC CTE Staff 23 Yrs			
0	44,559	46,341	48,124	49,906	51,688	53,471			
1	46,742	48,569	50,352	52,134	53,916	55,699			
2	48,881	50,797	52,580	54,362	56,144	57,927			
3	51,020	53,025	54,808	56,590	58,372	60,155			
4	53,203	55,253	57,036	58,818	60,600	62,383			
5	55,387	57,481	59,263	61,046	62,828	64,611			
6	57,526	59,709	61,491	63,274	65,502	67,284			
7	59,665	61,937	63,719	65,502	68,175	69,512			
8	61,848	64,165	66,170	68,175	70,849	72,186			
9	64,031	66,393	68,621	70,849	73,522	74,859			
10	66,170	68,621	71,072	73,522	76,196	77,533			
11	68,309	70,849	73,522	76,196	78,869	80,206			
12	70,492	73,077	75,973	78,869	81,543	82,880			
13	72,631	75,305	78,424	81,543	84,217	85,553			
14	74,815	77,533	80,875	84,216	86,890	88,227			
15	76,998	79,761	83,325	86,890	89,564	90,900			
18	79,226	81,989	85,999	89,564	92,237	93,574			
20	81,409	84,217	88,672	92,237	94,911	96,247			
23	83,682	86,444	91,346	94,911	97,584	98,921			

CERTIFIED STAFF SALARY SCHEDULE July 1, 2027 - June 30, 2028									
Step	Bachelors/ Professional License	Bachelors/ Professional License	Bachelors/ Professional License	Masters or Bachelors/ Professional License	Masters + 15 or Bachelors/ Professional License	Masters + 30 or Bachelors/ Professional License			
		+ 12 SH or +15 QH	+ 30 SH	+ 42 SH	+57 SH and PLCC CTE Staff 18 Yrs	+72 SH and PLCC CTE Staff 23 Yrs			
0	45,896	47,731	49,568	51,403	53,239	55,075			
1	48,122	50,026	51,863	53,698	55,534	57,370			
2	50,347	52,321	54,157	55,993	57,828	59,665			
3	52,551	54,616	56,452	58,288	60,123	61,960			
4	54,799	56,911	58,747	60,583	62,418	64,254			
5	57,049	59,205	61,041	62,877	64,713	66,549			
6	59,252	61,500	63,336	65,172	67,467	69,303			
7	61,455	63,795	65,631	67,467	70,220	71,597			
8	63,703	66,090	68,155	70,220	72,974	74,352			
9	65,952	68,385	70,680	72,974	75,728	77,105			
10	68,155	70,680	73,204	75,728	78,482	79,859			
11	70,358	72,974	75,728	78,482	81,235	82,612			
12	72,607	75,269	78,252	81,235	83,989	85,366			
13	74,810	77,564	80,777	83,989	86,744	88,120			
14	77,059	79,859	83,301	86,742	89,497	90,874			
15	79,308	82,154	85,825	89,497	92,251	93,627			
18	81,603	84,449	88,579	92,250	95,004	96,381			
20	83,851	86,744	91,332	95,004	97,758	99,134			
23	86,192	89,037	94,086	97,758	100,511	101,889			

CERTIFIED STAFF SALARY SCHEDULE July 1, 2028 - June 30, 2029

Step	Bachelors/ Professional License	Bachelors/ Professional License + 12 SH or +15 QH	Bachelors/ Professional License + 30 SH	Masters or Bachelors/ Professional License + 42 SH	Masters + 15 or Bachelors/ Professional License +57 SH and PLCC CTE Staff 18 Yrs	Masters + 30 or Bachelors/ Professional License +72 SH and PLCC CTE Staff 23 Yrs
	Professional License					
0	47,273	49,163	51,055	52,945	54,836	56,727
1	49,566	51,527	53,419	55,309	57,200	59,091
2	51,857	53,891	55,782	57,673	59,563	61,455
3	54,128	56,254	58,146	60,037	61,927	63,819
4	56,443	58,618	60,509	62,400	64,291	66,182
5	58,760	60,981	62,872	64,763	66,654	68,545
6	61,030	63,345	65,236	67,127	69,491	71,382
7	63,299	65,709	67,600	69,491	72,327	73,745
8	65,614	68,073	70,200	72,327	75,163	76,583
9	67,931	70,437	72,800	75,163	78,000	79,418
10	70,200	72,800	75,400	78,000	80,836	82,255
11	72,469	75,163	78,000	80,836	83,672	85,090
12	74,785	77,527	80,600	83,672	86,509	87,927
13	77,054	79,891	83,200	86,509	89,346	90,764
14	79,371	82,255	85,800	89,344	92,182	93,600
15	81,687	84,619	88,400	92,182	95,019	96,436
18	84,051	86,982	91,236	95,019	97,854	99,272
20	86,367	89,346	94,072	97,854	100,691	102,108
23	88,779	91,708	96,909	100,690	103,526	104,946

8.07 Supplemental Compensation

a. All extra duty activities shall be the subject of a written supplemental contract between the Board and the Employee. All supplemental contracts will expire annually on June 30th. Postings for all supplemental contracts will occur no later than May 25th of each year. Employee's supplemental contract shall include:

- A specific job title and job description.
- The maximum hours to be expended and compensation, beyond the established release time granted during the daily work schedule, shall be determined mutually by the Superintendent and the Association at the time the contract is offered.
- No member of the bargaining unit shall perform the duties normally associated with the supplemental contracts listed within this contract without receiving the stipulated pay for such duties.

Supplemental Position	% of base salary (Step 0 on the Bachelor's salary scale)
Prom/Dance Advisor	4.0%
Skills USA Advisor	4.0%
NTHS	2.0%

b. All extended time shall be covered by supplemental contract and shall be paid at the Employee's per diem rate. Professional development or curriculum review extended time shall be paid at \$40.00 per hour with a maximum of \$240.00 per day.

c. Staff members will be paid a stipend of \$40.00 per hour with a maximum of \$240.00 per day for days school is not in session and the staff member is required to accompany the student to a

competitive event sponsored by a recognized state youth organization. Staff members will be paid \$100.00 per night when responsible for the supervision of students. Staff members are required to turn in a time sheet to the Treasurer's office, by the last scheduled day for Certified Staff when possible, in order to be considered for reimbursement.

8.08 Severance Pay

- a. An Employee of the Joint Vocational School District, upon proof of retirement from active service under the provisions of the State Teachers Retirement System/School Employees Retirement System, or by death, shall receive severance pay equal to one fourth (25%) of the value of their accrued but unused sick leave to a maximum pay out of seventy-five (75) days. Such payment shall be based on the daily rate of pay of the Employee at the time of retirement or death. Receipt of the first retirement check constitutes evidence that retirement has occurred. The Employee must have been employed in the District a minimum of ten (10) years if hired after July 1, 2005.

The above payments shall be exempt from deductions except as provided by law. Payment for sick leave on this basis shall be considered to eliminate all unused sick leave accrued by the employee at that time.

8.09 Employee Benefits

The Board shall avoid the hiring of part-time teachers to fill full-time positions.

Medical/Dental/Vision

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

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

Coverage: See Plan Booklet for COG adopted coverage information

Medical

The Board will pay 84% of the premium and the Employee will pay 16% for full-time Employees.

- A. **Stark County Schools Council**

The Board of Education may fully meet its obligations to provide health care benefits and services under this Contract by participating in the health benefits program of the Stark County Schools Council (COG). The Board shall provide health, dental, vision and life insurance through the COG. The coverage shall be the standardized COG specifications.
- B. **Preferred Provider – Doctors/Hospitals**
 1. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services shall be provided through the Stark County Council for Governments (COG) Health Insurance Program.
 2. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be mutually determined by the representative of the COG and the Stark County/Canton OEA office representative.
- C. **Preferred Provider – Prescription Drugs**

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

 1. The program will be available to Employees and their dependents who have "primary" coverage under the District's insurance.

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

Life Insurance

The Board shall provide term life and accidental death and dismemberment coverage in the amount of \$50,000.00 for each full-time Employee.

Full-time Employees may purchase additional term life insurance at the group rate, in \$5,000.00 increments, up to a maximum of \$60,000.00 coverage in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier. The value of the life insurance reduces by 50% at age 65. The specific terms of the policy are contained in the life insurance contract.

Dental Insurance

Board shall provide dental insurance and will pay 84% of the premium for full-time Employees and the Employee will pay 16%.

Section 125 Tax Shelter

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

All COG employers must offer the IRS Section 125 Tax Shelter provided through the COG. The IRS Section 125 Tax Shelter allows for health insurance premiums to be deducted on a pre-tax basis. IRS Section 125 also governs Flexible Spending Accounts (FSAs). All COG employers must offer a Health Care Reimbursement Account and a Dependent Care FSA which will allow pre-tax payroll deductions for certain medical and dependent care expenses. There is no separate administrative fee for these services.

Vision

The Board shall provide Vision Insurance. Board will pay 84% of the premium for full-time Employees and the Employee will pay 16% for full-time Employees.

Premium Holidays

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

Spousal Coverage

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

8.10 Mileage/Support Staff Uniform Allowance

- a. Mileage shall be reimbursed when approved by the Superintendent at the current IRS allowable rate per mile for driving privately owned vehicles on any school business. Mileage shall be calculated from the school site (4401 Shriver Road, Uniontown, OH 44685) and return. Necessary parking fees shall be paid with a receipt.
- b. School business includes, but is not limited to the following trips:
 - 1) Employee visits of student training stations,
 - 2) Professional meetings and activities,
 - 3) Attendance at meetings related to the improvement of instruction: student organizations/business and industry,
 - 4) Visits to the State Department, County Office, governmental agencies, etc.,

Every effort should be made to conserve mileage through careful planning and sharing of transportation.

Custodial/Maintenance and Maintenance staff will be provided Joint Vocational School District uniforms to be worn during the school year.

8.11 Student Organizations

- a. Advisors shall receive reimbursement for the cost of attending all competitive activities pursuant to the Workshop/Seminar provisions of this Contract.
- b. If a student is eligible for skill competition, the Board will provide for reasonable (travel, lodging, and food expenses) expenses for the Employee in advance. Mileage and parking costs will not be reimbursed when District transportation is provided.
- c. Certified Staff will make every effort to attend regional, district and state competitions when their students are involved. All other normal club activities shall be conducted during the normal student day as part of the Certified Staff's instructional assignment.

8.12 Workshop and Seminar Expense

- a. Any Employee must seek prior approval for reimbursement and/or release time to attend a workshop, seminar, meeting, or convention by submitting an official request form to the Superintendent through the Principal.
- b. Reasonable costs shall be provided following Employee attendance at authorized workshops, seminar, meetings, club competitions, and/or conventions of business of the Board.

**8.13 Educational Reimbursement
Certified Staff**

- a. All Career Technical Education Certified Staff will be reimbursed for six (6) hours of tuition costs for the first two (2) higher education courses in the pursuit of the CTE teaching license.
- b. 1) The Board shall reimburse Certified Staff (excluding teachers eligible under paragraph a. of this section) at a rate of two thousand dollars (\$2,000.00) maximum per year for certification and/or graduate credit earned beyond the Bachelor's degree which applies to the teaching field or teaching licenses of that individual or another field in which the Joint Vocational School District has certified personnel employed. Course work must be completed at a college or university approved by the Ohio Board of Regents to grant the Bachelor's degree or equivalent if completed out of state. Course work may also be completed at an Ohio two-year technical college or university approved by the Ohio Board of Regents.

2) The total monies allocated for tuition reimbursement shall not exceed twenty thousand dollars (\$20,000.00) per year.

3) At the end of the school year (June 30th), the total of tuition fees will be calculated. If this total is less than twenty thousand dollars (\$20,000.00), each Employee who incurred tuition fees that school year will be reimbursed for the total of their tuition fees, but not more than two thousand dollars (\$2,000.00).

If, however, the total of the tuition fees exceeds the twenty thousand dollars (\$20,000.00) cap, the amount of each Employee's reimbursement will be calculated by dividing the individual claim (\$2,000.00 maximum) by the total claims, multiplied by twenty thousand dollars (\$20,000.00). This will equal the prorated reimbursement for the Employee for that school year.

4) To be eligible for the tuition reimbursement, the Employee must have completed the coursework prior to June 30th. Proof course has been completed must be received by July 15th. The Employee must have received a minimum of a "C" grade or a "pass" grade in a pass/fail course. Reimbursement will only apply to the fiscal year in which the course was completed. Funds will be dispersed prior to July 30th.

Classified Staff

- a. With prior approval by the Superintendent, Classified Staff will be reimbursed fifty percent (50%) of all costs for tuition, fees, and books against the actual costs of courses that is related to their current position or will help to qualify the Classified Staff for a different position in the bargaining unit.
- b. Actual reimbursement will be received by the Employee in one lump sum within thirty (30) days following the presentation by the Employee of proof of successful course completion.

8.14 Overtime/Compensatory Pay

- a. All hours beyond forty (40) hours per week shall be paid at the rate of one and one-half (1 ½) times the Employee's regular rate of pay unless the Employee and his/her immediate Supervisor mutually consent to compensatory time in lieu of overtime pay at the rate of one and one-half (1 ½) times the overtime hours worked. Accrual and use of compensatory time in lieu of overtime payment shall be limited to sixty-four (64) hours per contract year, July – June. Calamity days where school is not in session do not count as worked hours towards the forty-hour work week.
- b. Overtime shall be divided among bargaining unit members as follows:

The initial overtime opportunity offered during a school year shall first be offered to the bargaining unit member in the affected classification group who has the greatest seniority and is qualified to perform the overtime work. Subsequent overtime opportunities will be offered to the next most senior bargaining unit member in the affected classification. Once the lowest ranking member of the affected classification has had an opportunity to participate in the overtime process, the rotation of overtime offered returns to the senior member. The intent of an overtime rotation is to allow all members of an affected classification to have an opportunity to equally participate in the overtime process as determined by District need. If all bargaining unit members within the affected classification group refuse the overtime, the least senior bargaining unit member who is qualified to perform the work may then be required by the Board to perform the overtime work.

- c. By September 1st of each school year, Employees in affected job classifications will be required to provide in writing their willingness to perform overtime work. Employees desiring not to be considered for overtime opportunities will not be contacted as part of the overtime rotation process.

8.15 Call Back – Classified Staff

Any Classified Staff called back to work at other than regular hours for that Employee shall be paid a minimum of two (2) full hours pay at the premium rate of one and one-half (1 ½) times their regular rate of pay. Additional hours beyond one (1) shall be paid at the Employee's regular rate and overtime rates, if applicable. This shall not apply to those situations controlled by Section 8.11 Overtime/Compensatory Pay.

School Closings

Secondary Education and Adult Education will be closed as separate entities. Employees working a shift in which the school is open will be required to report to work. On the days schools are closed due to inclement weather, Employees who are called to work will be paid at double (2) times the regular rate of pay, or equivalent compensation time off. An Employee who is called in to work when the school is closed due to inclement weather shall receive a minimum of three (3) hours of pay or compensatory time.

8.16 Local Professional Development Committee (LPDC)

The purpose of the LPDC is limited to the review and approval of individual professional development plans and professional development activities for recertification and licensure as specified by Ohio Revised Code 3319.25 and Ohio Administrative Code 3301-24.

1. The LPDC shall be comprised of five (5) members: three (3) appointed by the PLEA and two (2) appointed by the Superintendent. Committee members shall serve three (3) year terms with subsequent terms staggered as established initially by the first members of the committee. The terms shall run from July through June.
2. The LPDC shall determine when, where, and the number of meetings necessary to fulfill its purpose.
3. The LPDC members shall be provided with on-going training as determined by the Committee. Training for all affected parties must address legal, contractual and professional confidentiality issues.
4. LPDC members shall receive a stipend of five hundred dollars (\$500.00) for serving on the Committee, payable in June. If an LPDC committee member does not complete his/her entire term, the stipend shall be prorated over the twelve (12) months of the term rounded off to the nearest month if the member has attended a minimum of three (3) meetings.
5. The LPDC shall be provided with adequate and secure space for the safe and secure storage of minutes and any other records or files it keeps.
6. No bargaining unit member shall be compelled to participate in the informal or formal contractual evaluation (Article 6.07) of Certified Staff nor is the LPDC process to have an adverse impact on the Certified Staff's performance evaluation.
7. Under no circumstances is the involvement in the activities of the LPDC process to be used for employment decisions by the Board.
8. The LPDC shall determine its own appeals procedure.
9. The LPDC appeals procedure is not subject to the grievance/arbitration procedure outlined in the Contract.
10. The LPDC's decision is appealable to the state-level (if a state-level process is developed) for those individuals who have been adversely impacted or disagree with the decision of the LPDC.

ARTICLE IX. PARTNERSHIP - PLCC AND STARK STATE COLLEGE

A partnership exists between Portage Lakes Career Center (PLCC) and Stark State College (SSC) to deliver the Fire Academy experience to the Center's high school students. The partnership will allow students to be certified in Firefighter I, II, EMT and earn college credit. It will be necessary to extend the senior school day and require an innovative schedule for the PLCC Instructor and students.

1. JUNIOR PROGRAM
7:35 a.m. – Students report to PLCC
7:45 – 11:11 a.m. – Instruction and includes Certified Staff member's lunch

2. SENIOR PROGRAM
Follow typical PLCC schedule until SSC formally begins the semester
SSC Classes:
Monday, Tuesday: 11:11 a.m. – 3:11 p.m.
Wednesday, Thursday, Friday: follow PLCC typical day/report for duty or planning

3. Six (6) extended days for the year will be given in lieu of planning time to the Certified Staff member instructing the Fire Academy program.

ARTICLE X. EFFECTS AND DURATION OF CONTRACT

10.01 Amendment Procedure

This Contract represents the full understanding and commitment between the parties and replaces all previous Contracts. This Contract may be added to, deleted from or otherwise changed only by an amendment properly signed and ratified by each party.

10.02 Personnel Policies and Practices

The Board shall change its personnel policies and practices as may be necessary in order to give full force and effect to this Contract. Should there be a conflict between this Contract and any such policy or practice, then the terms of this Contract shall prevail.

10.03 Management Rights

The Board has rights granted to it per Ohio Revised Code 4117.08 (c).

10.04 Acknowledgement and Duration

- a. Articles of this Contract shall become effective July 1, 2026 through June 30, 2029. This Contract is made and entered at Portage Lakes Joint Vocational School District, Green, Ohio on the 13 day of April, 2026, by and between the Association and the Board of Education. This Contract between the parties is attested to by the Representatives whose signatures appear below.
- b. If any clause, sentence, paragraph or part of this Contract, or the application thereof, to any person or circumstance, shall for any reason be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Contract; and the application of such provision to other provisions, persons or circumstances, but shall be confined in its application to the clause, sentence, paragraph or part thereof, directly involved in the decision which judgment shall have been rendered and to the person or circumstances involved. The remainder of this Contract shall remain in full force and effect for its term.

Portage Lakes Education Association




Negotiator

Negotiator

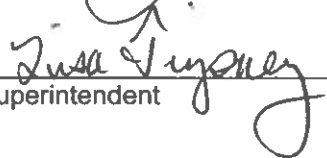
Portage Lakes Joint Vocational School District



Treasurer



President of the Board



Superintendent

Portage Lakes Career Center (PLCC) is committed to equal opportunity for all governed by the protections of Title IX, IDEA, Title VI (Civil Rights), Title VII (Civil Rights) and the Americans with Disabilities Act (ADA). The district prohibits harassment of individuals in any form. Any alleged act of discrimination or harassment should be referred to Mr. Gregg Clark, Title IX Coordinator, Portage Lakes Career Center, 4401 Shriver Road, Uniontown, OH 44685, phone: 330-896-8200 or email: gclark@plcc.edu.



Portage Lakes Career Center

GRIEVANCE FORM-LEVEL ONE

Aggrieved Person: _____

Date Original Grievance Occurred: _____

Date of Initial Informal Grievance: _____

Date Informal Grievance Process Failed: _____

Date of Formal Level I Filing: _____

Person to Whom the Grievance is Directed: _____

Provisions of the Negotiated Agreement that are alleged to have been violated (state specific article and section number (s)/letter(s):

Statement of Grievance:

Relief Sought:

Signature of Grievant

Date

Disposition by Superintendent:

Signature of Superintendent

Date



Portage Lakes Career Center

GRIEVANCE FORM-LEVEL TWO

Request for Hearing by an Arbitrator

Aggrieved Person: _____

Date Original Grievance Occurred: _____

Date of Formal Level I Filing: _____

Date the Decision of Formal Level I Grievance Was Rejected:

Person to Whom the Grievance is Directed: _____

Provisions of the Negotiated Agreement that are alleged to have been violated (state specific article and section number (s)/letter(s):

Statement of Grievance:

Signature of Grievant

Date