

AMENDMENT TO AGREEMENT

This Memorandum of Understanding entered into this the ____ day of _____, 2024 by and between the **ADAMS COUNTY/OHIO VALLEY SCHOOL DISTRICT BOARD OF EDUCATION** (hereafter the "Board") and the **OHIO VALLEY EDUCATION ASSOCIATION** (hereafter the "Association"),

WHEREAS, the Board and the Association are parties to a Collective Bargaining Agreement (hereafter the "Agreement"), the effective dates of which are July 1, 2024 through June 30, 2026; and

WHEREAS, the Agreement contains re-opener provision relating to salary, insurance and a limited number of language items; and

WHEREAS, the parties have negotiated and reached agreement on numerous issues and wish to amend the Agreement.

NOW THEREFORE, it is hereby **AGREED** as follows:

1. Article 7 and 8 shall be amended as follows:

ARTICLE VII - LEAVES OF ABSENCE

7.2 SICK LEAVE:

- 7.2.1 ANNUAL ALLOWANCE:** Professional staff members shall be granted sick leave on the following basis: one and one-fourth days for each completed month of service, or fifteen (15) days for each completed year of service.
- 7.2.2 MANNER OF CALCULATION:** Sick leave will accrue at the rate of 1.25 days per month to the maximum of fifteen (15) days to be used for absences caused by illness or physical disability of the member or immediate family.
- 7.2.3 IMMEDIATE FAMILY DEFINED:** For the purpose of injury or illness or death in one's immediate family, immediate family will be interpreted as spouse, child, father, mother, sister, brother, grandparent, grandchild, father-in-law, mother-in-law, stepchild, step parent, son-in-law, and daughter-in-law.
- 7.2.4 OTHER FAMILY:** Up to two (2) days of sick leave may be used for the death of an aunt, uncle, niece or nephew and, with the approval of the Superintendent or designee, up to two (2) days of sick leave may be used due to sickness, injury or death to anyone not listed in Article 7.2.3.
- 7.2.5 RE-EMPLOYMENT; CREDIT FOR PREVIOUS PUBLIC EMPLOYMENT:** Pursuant to state law (Section 3319.141), a member re-employed by the Board

who, since leaving the employ of this Board, has been continuously employed by other boards of education or by state, county, or municipal governments in Ohio, will receive full credit for sick leave accumulated both in the prior employ of the Board and in the employment of other agencies of the State of Ohio listed above shown in the records of the last employing organization to 210 days accumulation.

- 7.2.6 NOTIFICATION OF SICK LEAVE:** When an employee is sick and unable to report for work, he/she shall notify his/her building principal or designee no later than sixty (60) minutes before the start of his/her work day. Failure to do so will result in the day being unpaid, unless there is good cause for the failure of notification.
- 7.2.7 ACCUMULATION OF SICK LEAVE:** The maximum number of sick leave days accumulated shall be two hundred and ten (210) days. . Anyone employed by the Board as of July 31, 2013 who has accumulated but unused sick leave in an amount greater than three hundred (300) days will maintain those days, notwithstanding the maximums set forth in this section. Those persons will not be permitted to accrue any additional days unless the employee uses sick leave, in which case, the employee will be permitted to accumulate back to the amounts that they had accumulated as of July 31, 2013. Nothing herein shall be construed to allow an employee to accumulate more than one and one quarter (1 ¼) days per month.
- 7.2.8 APPROVED USE OF SICK LEAVE DAYS:** Sick leave may be used by all professional staff members for those reasons and situations enumerated in the state statute (ORC 3319.141).
- 7.2.9 ADVANCEMENT OF SICK LEAVE:** Each new employee shall be advanced five (5) days of sick leave. These five days shall be part of the total number of accumulative days to which the employee shall be entitled for the first year of employment. Additional days of sick leave cannot be granted, accumulated, or used, until they are earned. Nothing herein shall prohibit a new employee from enrolling in, and applying to, the Sick Leave Bank contained in Article 7.3.
- 7.2.10 SICK LEAVE USE/ACCUMULATION ON LEAVE OF ABSENCE:** No employee shall lose his/her accumulated allowance of unused days of sick leave by reason of having been on leave of absence nor shall he/she accumulate any additional days of allowance during his/her leave of absence.
- 7.2.11 EXCESSIVE USE OF SICK LEAVE:** A teacher may be required to provide a medical explanation after eight (8) () days of absence during a school year. If the immediate supervisor suspects he/she is abusing sick leave, he/she may be required to obtain a physician's statement. This provision is not applicable if the member is on a FMLA eligible leave. The member may be required to provide the physician's certification required under FMLA.
- 7.2.13 FALSIFICATION OF SICK LEAVE USE:** If an employee falsifies a request for sick leave, he/she shall be subject to discipline under Article 6.27. The falsification of sick leave statement is grounds for suspension or termination of employment.

7.2.14 SICK LEAVE ADVANCEMENT: If a member has exhausted all of their accumulated sick leave, the Board shall advance the member a maximum of five (5) days sick leave, which shall be paid back to the Board upon future accrual by the employee. This advancement is only available once per school year.

ARTICLE VIII - FRINGE BENEFITS

8.1 SEVERANCE PAY (REGULAR):

8.1.1 ELIGIBILITY FOR SEVERANCE PAY: Any professional staff member who resigns his/her employment with the Board for the purpose of retirement and meets all of the following requirements as of his/her last day shall be eligible for severance pay:

1. Retirement (disability or service) from active service with the public schools of Ohio.
2. The member must be eligible to participate in and receive benefits from the State Teachers Retirement System beginning the first day after his/her last day of employment with the Board.

8.1.2 AMOUNT OF SEVERANCE PAY (REGULAR): Except as otherwise provided herein, retirement severance pay will be one-fourth of a member's accumulation of unused sick leave. For severance purposes only, the maximum accumulation is three hundred and forty eight (348) days

8.2 SUPERSEVERANCE: Any member who becomes eligible for retirement through STRS will receive superseverance pay from the Board in an amount equal to 50% (maximum of 105 days) of his/her unused accumulated sick leave, as provided in Article 7.2.7 of this contract, . The employee is eligible for the superseverance in the first year in which he/she is eligible for unreduced benefits according to STRS requirements.

8.2.1 CALCULATION OF SUPERSEVERANCE PAYMENT: Supplemental contract salaries are not included in the calculation for this provision.

8.2.2 DISABILITY EXCLUSION: In addition, employees applying for and/or receiving disability retirement are not eligible to participate in this plan.

8.2.3 SUPERSEVERANCE RETIREMENT PROCEDURE: In order to implement this provision, an eligible member must resign for retirement purposes effective the last day of the school year, with said resignation being received by the personnel officer no later than April 1 of the year the employee first meets any one of the above retirement criteria.

8.2.4 SUPERSEVERANCE LIMITATION: A member must take advantage of this plan when he/she first meets any of the criteria for retirement eligibility set forth in Article 8.2 or he/she will forfeit the right to this retirement program forever.

8.2.5 PAYMENT OF SUPERSEVERANCE: Payment under this plan will be made in a lump sum at the time of retirement. The district shall provide the employee with a list of Board approved 403 (B) and 457 providers on the OVSD website

and the opportunity to roll their superseverance payment into one of the accounts.

8.3 HOSPITALIZATION AND MAJOR MEDICAL/ DENTAL / AND OPTICAL INSURANCE:
The Board shall pay 84.4 % of the premiums and the employee shall pay 15.6%. A Health Care Cost Study Committee shall be created which shall consist of up to the following: three (3) members appointed by the Superintendent and three (3) members appointed by the Association President. The appointments may be changed annually. If the premium increases for the health insurance plan in effect at the time of the renewal will be five percent (5%) or less, then the plan in effect at the renewal period may remain in place, and the Board will continue to pay eighty-six percent (86%) of the health insurance premium. If the cost of the health insurance plan in effect at that time of the renewal will be more than five percent (5%), the Committee recommends no change to the plan or no change is mutually agreed to, then the entire premium increase over the 5% threshold shall be shared equally between the Board and the teacher and the percentages noted above shall be adjusted accordingly.

2. Article 9.9 shall be deleted and replaced with the following:

If a member has no absences in the first semester, the member shall be paid a stipend of seven hundred and fifty dollars (\$750.00).

If a member has no absences in the second semester, the member shall be paid a stipend of seven hundred and fifty dollars (\$750.00).

Professional leave, jury duty, bereavement leave for immediate family, absence due to being subpoenaed for work related matters do not count as absences.

Payment of the stipend will be made in the second pay in June.

3. A new provision of 9.2.4 shall be added as follows:

ARTICLE IX - COMPENSATION

9.2.4 PLACEMENT AND ADVANCEMENT FOR PROGRAM INSTRUCTORS

Each program instructor shall be placed in the appropriate salary classification in accordance with the standards set forth below.

COLUMN II – BACHELOR'S DEGREE OR EQUIVALENT

A. Bachelor's Degree

Teachers with a Bachelor's Degree from an accredited college or university and less than one hundred fifty (150) semester hours of credit.

B. Career Technical Teachers meeting the minimum state standards for obtaining a provisional career-technical license or advanced career technical workforce development license by reason of successful experience in business/industry or such combination of post high school training and business/industrial experience will

be placed in this column.

After initial placement on the salary schedule, an instructor is placed in either Route A or Route B for purposes of advancement on the salary schedule. If an employee is identified as a Route A employee, the staff member's ability to advance on the salary schedule will be determined by obtaining course credits solely, as outlined in 9.1.4.A. If an employee is identified upon their hire as a Route B employee, the staff member's ability to advance on the salary schedule will be determined by obtaining a combination of course credits and contact hours (with a minimum of one-half of them being course credits), as is outlined in 9.2.4.B. If an employee is reassigned or is board approved into another position, their route (A or B) could be redetermined at that time. The District LPDC will be the committee that decides on approval of contact hours for salary advancement purposes, thus making recommendation to Personnel. Contact hours should pertain to the teacher's field, keeping license/certification current, upgrading or advance license/certification for the teacher's field and the teacher should not be compensated for contact hours. A formal signed/issued certificate, license, or letter should be presented explaining the time and the scope of the work completed for certification. One (1) semester hour is equivalent to thirty (30) contact hours.

COLUMN III – BACHELOR'S DEGREE AND 150 HOURS OR EQUIVALENT

- A. Teachers with a Bachelor's Degree and with a total of one hundred fifty (150) semester hours from an accredited college or university.
- B. Career Technical Teachers:
 - 1. Holding a five-year professional or five-year advanced career technical workforce development license who previously held a four-year provisional career-technical license will be placed in this column; or
 - 2. Holding a five-year professional career-technical license who have completed a minimum of nine (9) semester hours (14 quarter hours) or equivalent of professional improvement beyond the initial issuance of such two-year or four-year provisions career-technical license or five-year professional career-technical license, at least one-half of which must be coursework shown on a transcript, taken at a college or university will be placed in this column. Only continuing education units will be approved by the District LPDC.

COLUMN IV – MASTER'S DEGREE OR EQUIVALENT

- A. Master's Degree

Teachers with a Master's Degree from an accredited college or university.

- B. Career Technical Teachers holding a five-year professional career-technical license, or who have completed a minimum for thirty (30) semester hours or equivalent, at least one-half of which must be coursework shown on a transcript, taken at a college or university, of professional improvement beyond the initial issuance of such two- or four-year license will be paced in this column. Only continuing education units will be approved by the District LPDC.

COLUMN V – MASTER'S DEGREE OR EQUIVALENT + 15 APPROVED SEMESTER HOURS

- A. Master's Degree Plus Fifteen (15) Hours

Teachers with a Master's Degree and fifteen (15) additional semester hours from an accredit college or university since the issuance of the Master's Degree.

- B. Career Technical Teachers holding a five-year professional career-technical license and who have completed a minimum of forty-five (45) semester hours or equivalent, at least one-half of which must be coursework shown on a transcript, taken at a college or university, of professional improvement beyond the initial issuance of such two- or four-year license will be placed in this column. Only continuing education units will be approved by the LPDC.

COLUMN VI – MASTER'S DEGREE OR EQUIVALENT + 30 APPROVED SEMESTER HOURS

- A. Master's Degree Plus Thirty (30) Hours

Teachers with a Master's Degree and thirty (30) additional semester hours from an accredited college or university since the issuance of the Master's Degree.

- B. Career Technical Teachers hold a five-year professional career-technical license, and who have completed a minimum of sixty (60) semester hours or equivalent, at least one-half of which must be coursework shown on a transcript, taken at a college or university, of professional improvement beyond the initial issuance of such two- or four-year license will be placed in this column. Only continuing education units will be approved by the District LPDC.

- 4. The following base increases shall be applied to the salary schedule:

2024-2025 – Three and one quarter percent (3.25%)

2025-2026 – Three and one quarter percent (3.25%)

5. Article 10.1 shall be amended with a new expiration date of June 30, 2026.

6. All other terms and conditions of the Agreement not addressed herein shall remain as current contract language.

**ADAMS COUNTY/OHIO VALLEY
SCHOOL DISTRICT BOARD OF
EDUCATION**

**OHIO VALLEY EDUCATION
ASSOCIATION**

Board President

Association President

Board Treasurer