



10-MED-03-0435

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06/06/2012

MEMORANDUM OF UNDERSTANDING AND AGREEMENT BETWEEN AMANDA CLEARCREEK BOARD OF EDUCATION AND AMANDA CLEARCREEK EDUCATION ASSOCIATION REGARDING COLLECTIVE BARGAINING CONTRACT

This Memorandum of Understanding and Agreement is entered into by and between the Amanda Clearcreek Local School District Board of Education and the Amanda Clearcreek Education Association (collectively, "the parties") as of April 19, 2011, the date by which it was ratified by both parties. The parties agree as follows:

1. The Amanda Clearcreek Local School District Board of Education and the Amanda Clearcreek Education Association (collectively, "the parties") are currently parties to a Collective Bargaining Agreement in effect from July 1, 2010-June 30, 2011. By mutual agreement, the parties hereby enter into a Collective Bargaining Agreement the terms of which are set forth herein and shall take effect July 1, 2011, and shall remain effective through June 30, 2014. It is the intent of the parties that said Collective Bargaining Agreement, having been ratified as of April 19, 2011, shall be deemed a collective bargaining agreement "entered into" prior to any effective date of Sub. Senate Bill 5 and prior to the effective date of House Bill 153 (the budget bill).

2. Except as expressly set forth below, the Collective Bargaining Agreement ("Contract") terms, conditions, and language that shall go into effect on July 1, 2011, shall be the same as set forth in the current Collective Bargaining Agreement, including, but not limited to, all of the parties' Memoranda of Understanding.

3. For both the 2011-2012 and 2012-2013 Contract years, all Bargaining Unit members of the Amanda Clearcreek Education Association will remain or be frozen on the same step on the salary schedule as their placement during the 2010-11 school year. In the third year of the Contract, 2013-2014, all Bargaining Unit members will advance one step on the salary schedule compared to the previous year (e.g., a member at Step 10 for the 2010-2011 school year will remain on that step until the 2013-2014 contract year, when s/he will advance to Step 11). It is understood that the salary figures at each step on the schedule may be adjusted downwards, too, pursuant to paragraph 4 below.

4. No increase will be given on the base salary in any of the three years of the Contract. In addition, in each of the three years of the Contract, the base salary on the salary schedule shall be reduced by one percent (1%) compared to the previous year, if the same reduction is enacted district wide and affects all district employees.

5. The parties understand and agree that the percentage of employee contribution to the State Teachers Retirement System is governed by law and that it will remain at 10% unless legislation goes into effect mandating an increase in the employee contribution to 12%. Ohio law will further control the date on which any such increase will apply to Bargaining Unit members.

For the Association

[Handwritten signature of Diana L. Ball]

For the Board

[Handwritten signature of Mary Joynal Boales]

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Theresa Whitney

April 19, 2011

DATE

Michael J. Supt.

Party Bank, Board Attorney

April 19, 2011

DATE