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# CONTRACT

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between the

**BOARD OF EDUCATION  
OF THE CARROLLTON EXEMPTED  
VILLAGE SCHOOL DISTRICT**

and the

**OHIO ASSOCIATION OF PUBLIC  
SCHOOL EMPLOYEES AND ITS LOCAL #541**

**July 1, 2010 to June 30, 2013**

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**PREAMBLE**

This Agreement is entered into by and between the Carrollton Exempted Village Board of Education, hereinafter referred to as the “Board,” and the Ohio Association of Public School Employees (OAPSE) and the Ohio Association of Public School Employees Local #541, hereinafter referred to as the “Association.” The Association is affiliated with the American Federation of State, County and Municipal Employees, AFL-CIO. This Agreement contained herein represents the entire agreement between the parties and supersedes and cancels all prior practices and agreements.

**ARTICLE 1 – RECOGNITION**

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all employees now employed or to be employed in the following described unit.
- B. The bargaining unit includes all full-time and regular short-hour employees in the following positions or classifications which are regularly assigned to a work schedule. These classifications of personnel are:

|           |                   |                       |
|-----------|-------------------|-----------------------|
| Custodian | Mechanic          | Bus Driver            |
| Secretary | Food Service      | Special Needs Aide *2 |
|           | Classroom Aide *1 |                       |

- 1\* Classroom Aide – A Classroom Aide is an aide assigned to a classroom or who is assigned the responsibility of more than one student at a time on a regular basis.
- 2\* Special Needs Aide – A Special Needs Aide is an aide assigned to a special needs child as needed on a student’s Individualized Educational Plan. In certain situations a Special Needs Aide may be required to assist more than one student as noted in a student’s Individualized Educational Plan.

The Treasurer of the Board, Office Staff of the Treasurer, Office Staff of the Superintendent, Supervisors, Head Custodian, EMIS Coordinator, and Substitutes are excluded from the bargaining unit and this Agreement.

- C. Any election to determine bargaining unit representation must comply with Ohio Revised Code Chapter 4117.
- D. All future positions whose duties are of a supervisory nature according to SERB guidelines, shall not be members of the bargaining unit. When a different position/classification is created that is a bargaining unit position, the Superintendent and OAPSE representative shall meet to negotiate a salary schedule.
- E. The Association as sole and exclusive bargaining agent shall be granted the following rights:

1. Use of the office bulletin boards.
2. To make organizational announcements at the end of the in-service meetings.
3. Use of the internal mail system of the school for distribution of Association materials so long as use is concomitant with the school use of such system.
4. To be a regular part of the Board meeting agenda for rights to speak at specified times during such meetings and for the president of OAPSE Local #541 to be provided with a copy of the agenda for all Board meetings.
5. A copy of all Board Policies and any addendum and/or updates.

## **ARTICLE 2 – INDIVIDUAL RIGHTS**

- A. Full-time and regular short-hour bargaining unit personnel have the right to join in, participate in, and assist the Association and the right to refrain from such.
- B. Membership shall not be a prerequisite for employment or continuation of employment of any employees.

## **ARTICLE 3 – MANAGEMENT RIGHTS**

The Board has the responsibility and shall exercise at all times its exclusive authority to manage and direct on behalf of the public all the operations and activities of the school district to the full extent authorized by law, including all of the specific rights identified in Revised Code Section 4117.08(C). The exercise of these powers, rights, authority, duties, and responsibilities by the Board and the adoption of such policies, regulations and rules as it may deem necessary, shall be limited only by the terms of this Agreement, as entered in the Board minutes, with the Association.

## **ARTICLE 4 – NEGOTIATIONS PROCEDURE**

- A. Negotiating Team. The Board, or the designated representatives of the Board, will meet with representatives designated by the Association for the purpose of discussing and reaching Agreements. All negotiations shall be conducted exclusively between said teams. The Board's negotiating team will be limited to five (5) people; the Association's negotiating team will be limited to a six (6) member team.
- B. Clerical Assistance. Necessary clerical assistance will be provided by the party needing such.
- C. Exchange of Information. Prior to and during the period of negotiations, or impasse provisions, the Board and the Association agree to provide to each other, upon request, all regularly and routinely prepared information concerning the issue(s) under consideration.

- D. Request for Meeting. A written request to begin negotiations shall be made by either party no less than 105 days prior to the expiration of the contract. A copy of the Notice to Negotiate shall be filed with the SERB at the time such a request is served upon the other party. The first negotiations meeting shall be held no earlier than 90 days before expiration of the contract.
- E. Submission of Issues. All issues for negotiations by the Association and the Board shall be submitted in writing at the first meeting. No additional issues shall be submitted by either party following the first meeting unless agreed to by both parties.
- F. Caucus. Upon request of either party, the negotiations meeting shall be recessed to permit the requesting party a period of time up to 30 minutes within which to caucus in privacy. This may be extended by mutual agreement.
- G. Progress Reports. During negotiations, interim reports may be made to the Association by its representatives and to the Board of Education by its representatives.
- H. News Releases. News releases may only be made with approval by the parties until the declaration of impasse by either party.
- I. Protocol. No action to coerce, censure, or penalize any participant in negotiations shall be made or implied by any other negotiator or member of either party so represented. Both sides agree to conduct themselves in a professional and non-personal manner.
- J. Items Agreement. As negotiated items are agreed upon, they shall be reduced to writing and initialed by the chief negotiator of each party. Such initialing shall be construed as tentative agreement by both parties on that item, or issues, subject to finalization by ratification of the membership of the Association and adoption by the Board.
- K. Agreement. When an agreement is reached through negotiations, the outcome shall be reduced to writing. Both parties shall review the agreement together to determine the accuracy of the transcript. If the agreement is then in proper form, it shall be submitted to the Association for ratification and then to the Board for adoption. When adopted by the Board, the Agreement shall become part of the Official Board minutes and binding on both parties. Said Agreement shall be signed by the Board's representative and by the Association's representative.
- L. Intent to Recommend. Prior to the negotiated Agreement being presented to the Association and to the Board, both negotiating teams shall recommend adoption of the tentative Agreement.

#### **ARTICLE 5 – DISPUTE RESOLUTION PROCEDURE**

- A. In the event an Agreement is not reached by negotiations, either of the parties shall have the option of declaring impasse.

- B. If impasse is declared by either party, it is with the understanding that impasse proceedings are declared on all the issues where agreement has not been reached by either party.
- C. The parties shall jointly prepare a request for a Mediator and direct such request to the Federal Mediation and Conciliation Service. The cost of a Mediator shall be shared equally by both parties.

The assigned Mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties.

- D. The impasse procedure set forth in this article constitutes the parties agreed upon dispute settlement procedure and supersedes the statutory procedures set forth in O.R.C. §4117.14 (C).

#### **ARTICLE 6 – NO STRIKE**

There shall be no strike, slow down or work stoppage by the Association for the duration of this Agreement. Also, the Board agrees there will be no lockout of bargaining unit members for the duration of this Agreement.

#### **ARTICLE 7 – ASSOCIATION MEMBERSHIP AND DUES DEDUCTIONS**

- A. All employees in the bargaining unit covered by the contract who are members of the Union on the date the contract is signed and all other employees in such bargaining unit who become members of the Union at any time in the future shall, for the term of this contract, continue to be members of the Union, and the Board shall not honor dues deduction (check off) revocations from such employees except as provided herein.
- B. The Board will deduct monthly dues from the pay of the employees covered by this contract upon receipt from the Union by September 30<sup>th</sup> each year of individual written authorization cards voluntarily executed by an employee for that purpose and bearing his signature. Provided, that any employee shall have the right to revoke such authorization by giving written notice to the Union and the Board Treasurer at the time during the ten (10) days prior to the expiration of this contract.
- C. The Board of Education agrees to deduct from the wages of any employee who is a member of the OAPSE #541 a PEOPLE deduction as provided for in written authorization. Such authorization must be executed by the employee and may be revoked by the employee by giving written notice to both the Board and the Union. Once authorization is revoked, deductions cannot be started again until the first pay of the next contracted year. The Board agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

- D. The Board's obligation to make deductions shall terminate automatically upon timely receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit. The Association shall forward to the Treasurer of the Board and the Treasurer of OAPSE Local #541 by August 15 of each year the amount to be deducted for that year if changed from the previous year. Deductions shall be made in twenty (20) equal installments beginning in November and ending in August.
- E. The Board Treasurer shall forward to the OAPSE State Treasurer the amount of dues, along with a dues deduction report.
- F. The Board agrees not to honor any check off authorizations or dues deductions authorizations executed by an employee in the bargaining unit in favor of any other labor organization(s), representing employees for the purpose of collective bargaining for wages, terms and conditions of employment.
- G. The Union agrees that it will indemnify and save the Board harmless from any action growing out of these deductions and commenced by any person against the Board. The Union assumes full responsibility for the disposition of the dues and fees so deducted once they have been forwarded to it.
- H. On the effective date of this agreement or sixty (60) days following the beginning of employment, whichever is later, and as a condition of employment, employees in the bargaining unit who are not members of the Union shall pay a fair share fee. Such fair share fees shall not exceed dues paid by members of the Union who are in the bargaining unit. OAPSE/AFSCME Local 4/AFL-CIO and its Local #541 are responsible for litigation concerning fair share. Employees hired prior to June 1, 2001 that are not members of the Union shall be exempt from this provision.
- I. Fair share fees shall be deducted from the payroll checks of the employees in the same manner as regular membership dues are deducted and forwarded by the employer to the Union except that written authorization for deduction of fair share fees is not required. Payments by employees holding religious conscientious objections will be governed by Section 4117.09(C) of the Ohio Revised Code.

#### **ARTICLE 8 – GRIEVANCE PROCEDURE**

- A. **Definitions.** A grievance is defined as an alleged violation of a specific article or section of this Agreement. A grievant shall mean an employee, group of employees, or officer of OAPSE Local #541.
- B. **Procedure.** If any such grievance arises, there shall be no stoppage or suspension of work, or concerted activity because of such grievance, but such grievance shall be submitted to the following grievance procedure. (Forms are attached hereto as Appendix D.)

Step One – Within fifteen (15) working days of the time a grievance arises or the grievant knew or had knowledge of the grievance, the employee will present the grievance in writing to his/her supervisor or designee. Within five (5) working days after presentation of the grievance, the supervisor or designated representative shall schedule a meeting. A response shall be submitted to OAPSE and the aggrieved within three (3) working days after the meeting.

Step Two – If the grievance is not resolved in Step One the employee may within three (3) working days of receipt of the supervisors answer, submit to the Superintendent or designated representative the answer at Step One and request a meeting. The Superintendent or his designated representative shall schedule the meeting within five (5) working days. The Superintendent or designee shall respond to OAPSE and the aggrieved within three (3) working days after the meeting.

Step Three – If a satisfactory disposition of the grievance is not made as a result of the procedure provided for in Step Two, the employee and his/her designated Association representative may within three (3) working days appeal the decision to the Board of Education. At the next regularly scheduled Board of Education meeting the employee and his/her Association representative may present his/her appeal. Within five (5) days the Board will notify the employee and the designated representative of the decision.

Step Four – If the grievant is not satisfied as a result of the procedure provided in Step Three, the Association may within twenty (20) working days submit the grievance to an impartial arbitrator under and in accordance with the rules of the American Arbitration Association. This shall be done by completing Step Four of the Grievance Report Form and filing it with the Board of Education and the American Arbitration Association.

C. Arbitration.

1. Powers. It shall be the function of the Arbitrator and he shall be empowered, except as his powers are limited below, after due investigation to make a decision in case of alleged violations of this Master Agreement. The arbitrator shall have no power to alter, add to, or subtract from the terms of the contract or make any decision contrary to law or the contract. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching his/her decision. The arbitrator shall have no power to establish salary schedules or change salary schedules.
2. Finding. There shall be no appeal from an Arbitrator's decision if within the scope of his authority as set forth above. It shall be final and binding on the employee or employees involved in the grievance, and the Administration/Board.
3. Costs. The cost of the Arbitrator shall be shared equally by OAPSE and the Board of Education.

D. Miscellaneous.

1. Any grievance must be filed on the authorized form.
2. Any grievance not advanced to the next step by the Association within the time limit in that step, shall be deemed resolved by the Administration's last answer.
3. Any grievance not answered by the Administration within the time limit in that step shall be automatically advanced to the next step of the procedure.
4. Time limits may be mutually extended by the Administration and the Association in writing; then the new date shall prevail.
5. The agreed to grievance form shall be made available to any employee requesting such, either through his Supervisor or Association Representative.
6. All documents pertaining to a grievance which has been filed shall not be placed in an employee's personnel file, but will be placed in confidential files located in the administration office and in the confidential file of the President of OAPSE.
7. There will be no discussion of grievances by unit members during work time, except in unusual circumstances and with express permission of the supervisor.
8. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by any reason of such participation.
9. Employees are encouraged, but not required, to attempt to resolve the grievance informally with their supervisor before filing a formal grievance.
10. Employees may be represented only by OAPSE at levels of the grievance procedure beginning at Step Two (2).
11. One unit member engaged during the school day on behalf of the Association with any representative of the Board in any grievance including arbitration, shall be released from regular duties without loss of salary. In addition up to four grievants will be released from regular duties, either by rearrangement of regular duties, salary loss or personal day to attend a grievance arbitration hearing.

**ARTICLE 9 – SALARY SCHEDULE**

- A. Employees shall be paid in accordance with the 2010-2011, 2011-2012, and 2012-2013 salary schedules attached as Appendices A, B, and C.
- B. Employees will advance on the salary schedule as of July 1 of each year. Years of experience refer to experience within a job classification.

- C. In order to qualify for a two-year contract or advance on the salary schedule, an employee must have been contracted to work under regular contract at least 120 work days during the preceding contract year.
- D. The Superintendent has the authority to grant salary experience credit to new employees in skilled positions.
- E. If an employee's hours are reduced by the Board, hospitalization benefits will remain the same unless the reduction is at the request of the employee.
- F. Drivers shall be paid an additional amount of \$4.00 for each required pre-trip inspection.
- G. Employees whose largest percentage of regularly scheduled hours occur between 3:00 p.m. and 11:00 p.m. shall receive an additional fifteen cents (\$.15) per hour during the regular school year.

**ARTICLE 10 – HOSPITALIZATION AND MAJOR MEDICAL INSURANCE**

- A. OAPSE Local #541 shall have equal representation on the Insurance Committee. The committee will review insurance information and explore alternatives to provide cost savings measures.
- B. Full-time Family Plan \$50 per month/Single \$0.  
Regular Short Hour Family Plan \$120 of monthly premium/Single \$0.

Full-time Family Plan \$100 per month/Single \$0 for those employees who are hired after January 1, 2011.

Regular Short Hour Family Plan \$150 of monthly premium/Single \$50 for those employees who are hired after January 1, 2011.

The following plan design changes shall be in effect for those employees who are hired after January 1, 2011, for in-network only:

|                       |                                    |
|-----------------------|------------------------------------|
| Deductible            | Single \$150.00<br>Family \$300.00 |
| Out of Pocket Maximum | Single \$500.00<br>Family \$900.00 |

Full-time is defined as a schedule of 5 days per week and 30 hours or more per week, or 5 days per week and 5 runs per day.

Regular Short Hour is defined as 4 hours – 5.99 hours or 3.0 – 4.99 runs per day.

Regular Short Hour with less than 4 hours per day are not eligible for benefits.

Employee contributions will be on a pre-tax basis.

The Board of Education will follow all federal health care mandates.

### **ARTICLE 11 – LIFE INSURANCE**

The Board of Education shall provide all regular employees who have not reached their seventieth birth date, a forty thousand dollar (\$40,000.00) term life insurance policy with double indemnity for accidental death or dismemberment.

For those regular employees who are seventy years of age or older, the Board of Education shall provide five thousand dollars (\$5,000.00) term insurance with double indemnity for accidental death and dismemberment.

If the foregoing coverage is unavailable for those individuals age sixty-five and over, the necessary adjustments will be made to coincide with the company's policy.

### **ARTICLE 12 – LEAVES OF ABSENCE**

#### **A. SICK LEAVE**

1. Sick Leave Accumulation. Sick leave credit shall accumulate at the rate of 1-1/4 days per month and at a maximum of 15 days per year. Each 9, 10, and 11 month employee's maximum accumulation shall be 240 days. Each 12 month employee's maximum accumulation shall be 260 days.
2. Sick Leave Use. An employee may use sick leave for absence due to personal illness, pregnancy illness, exposure to contagious disease which could be communicated to other employees or children, and absence due to illness or death in the immediate family. Sick leave shall be limited to the maximum sick leave accumulated by the employee.
3. Immediate Family. Immediate family for purposes of this policy shall include:

|               |                 |
|---------------|-----------------|
| Spouse        | Sister          |
| Children      | In-laws         |
| Parents       | Step-children   |
| Grandparents  | Step-parents    |
| Grandchildren | Foster Children |
| Brother       | Foster Parents  |

B. PERSONAL LEAVE

Eligibility for up to three (3) days personal leave per year shall be governed by the Personal Leave Form attached hereto as Appendix E, which shall be completed by the unit member. Unit members required to appear at a legal hearing on a school-related incident shall not be charged with personal leave.

C. UNPAID LEAVES OF ABSENCE

An employee who has used all of his/her sick leave or who qualifies and has decided to utilize Workers' Compensation instead of sick leave, shall request an unpaid medical leave of absence in writing from the Board. A bargaining unit member who is granted an unpaid leave of absence by the Board may first utilize leave granted under the Family and Medical Leave Act of 1993, if eligible.

After Family and Medical Leave benefits terminate, employees on approved leaves of absence shall be permitted to continue participation in a group hospitalization and life insurance plan provided employees pay the Treasurer by the 20<sup>th</sup> of each month the full cost of premiums for coverage for the coming month or coverage will be terminated.

Upon return to service, employees will have the seniority status, pay status, and contract status they had at the effective date of their leave.

D. FAMILY AND MEDICAL LEAVE

The parties agree to abide by the provisions of the Family and Medical Leave Act of 1993, as amended. The twelve-month period for purposes of determining the amount of FMLA leave to which an employee is entitled shall be July 1 through June 30. Currently, to be eligible for FMLA leave, an employee must have actually worked at least 1,250 hours for the Board during the twelve (12) months immediately preceding the date on which the employee's FMLA leave is to begin.

E. ATTENDANCE INCENTIVE

For every month that an employee does not use a day of sick leave, he/she shall receive an additional quarter (1/4) day of sick leave (excluding vacation and personal leave), except during the month of May when the employee shall not use any sick leave or personal leave. This shall apply during the employee's regular work year (excluding non-working months for nine and ten month employees). Employees shall submit their request by July 15<sup>th</sup> for the previous year and will be awarded the additional sick leave upon verification.

**ARTICLE 13 – VACATIONS**

- A. Employees who are contracted to work a minimum of eleven months per year and work a minimum of 120 days under that particular contract are entitled to and shall be granted vacations with pay according to the following standards:

After one (1) through nine (9)  
 complete year (s) of experience..... Two (2) weeks  
 After ten (10) through fourteen (14)  
 complete years of experience..... Three (3) weeks  
 After fifteen (15) through twenty-four (24)  
 complete years of experience..... Four (4) weeks  
 After twenty-five (25) complete years  
 of experience..... Five (5) weeks

- B. Generally, vacations may be taken at any time by any employee, except during the school year, when only one employee per classification per building or two employees per classification district-wide may take vacation at the same time. No employee otherwise qualified to take vacation may apply for vacation five (5) working days prior to the beginning of the school year.
- C. An employee may take vacation by submitting written notification to their immediate supervisor, on a first-come, first-served basis, and with the approval of the Superintendent or designee. Written notification shall be given not less than ten (10) workdays prior to the date vacation is to begin. In cases of emergency, the ten (10) days notification will be waived with the approval of the Superintendent or designee.
- D. Any employee who may be hospitalized, becomes ill, or has a death in the family while on vacation, may request sick leave time in place of vacation time. Personal illness must be substantiated by a signed doctor's statement and filed with the Treasurer.
- E. If an employee takes a vacation during a period when a holiday occurs, that holiday is not chargeable against the employee's earned vacation days. Five (5) work days constitute one (1) week's vacation.
- F. In an office, building, or department where more than one (1) employee is working, the employee with the most seniority in that office, building, or department shall have first choice for vacation scheduling.
- G. The starting date for earned vacations is July 1<sup>st</sup> of each year and all vacation time must be used by June 30<sup>th</sup> of the following year.
- H. The regular employment year shall be defined as the period of time from July 1 through June 30.
- I. For the purpose of determining vacation leave, July 1<sup>st</sup> is the anniversary date for all bargaining unit members who are regularly employed in positions which qualify for vacations.
- J. Regular contracted employees not eligible for vacation who are subsequently awarded positions which are eligible for vacation, shall receive prorated credit for time worked for vacation purposes only, with a 2,080 hour work year as the basis for establishing years of credit.

#### **ARTICLE 14 – MILEAGE POLICY**

- A. An employee required to travel during the school day for school business will be reimbursed at the rate of thirty-two cents (\$.32) per mile. {Refer to Article 22 C. 4. of this Agreement.}
- B. Employees are required to submit to the Treasurer mileage reimbursement forms by the last work day of each month, or the mileage claim may be disallowed. Reimbursements will be paid within two weeks of being received by the Treasurer's office.

#### **ARTICLE 15 – UNIFORM ALLOWANCE**

The Board of Education will provide the cost of uniforms for bus mechanics. The Board of Education will provide a uniform allowance of \$165.00 per year for each bargaining unit member of the food service department. Uniforms shall not be required for cooks.

#### **ARTICLE 16 – HOLIDAY PAY**

- A. Twelve-month employees are granted nine (9) paid holidays. (July 4, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Day, Memorial Day, and the next working day after Christmas.)
- B. Eleven and one-half month employees are granted seven (7) paid holidays. (July 4, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, Memorial Day.)
- C. Nine and ten-month employees are granted six (6) paid holidays. (Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, Memorial Day.)
- D. Employees who are contracted to work on Good Friday and Christmas Eve will be given one-half (½) day off with pay if school is not in session.

#### **ARTICLE 17 – SEVERANCE PAY**

- A. At the time of retirement each employee shall receive severance pay for accumulated, unused, sick leave. The employee must meet retirement qualifications of the School Employees Retirement System no later than 120 days after the last employee work day.
- B. The severance pay shall be determined by multiplying thirty percent (30%) of the unused sick leave days by the daily rate of pay. The maximum number of days to be paid in severance pay shall be sixty (60) days. The daily rate of pay shall be the salary on the employee's regular contract divided by the number of contract days at time of retirement.

- C. Upon proof of retirement, payment shall be made within one hundred twenty (120) days of the last work day of the employee and shall eliminate all sick leave credit accrued by the employee.
- D. When an employee has qualified for severance pay as outlined in the Master Contract he/she may have a portion of the severance payment deferred into an annuity provided this arrangement is made in accordance with Ohio law and established district policies.

### **ARTICLE 18 – WORK DAY AND OVERTIME**

- A. The standard work week shall be five (5) consecutive days, Monday 12:01 A.M. through Saturday 8:00 A.M. The work day for each employee shall be specified by a job description.
- B. Two (2) inservice days per year, both prior to the start of school, will be provided for cooks. Cooks shall receive a thirty (30) minute paid lunch, but shall be required to pay for their lunches, snacks, and beverages at the established rates for employees.
- C. Two (2) inservice days per year will be provided for aides. Aides working five (5) hours or more per day will be scheduled for a thirty (30) minute lunch period.
- D. Employees shall attend required meetings in addition to the regular work day with pay plus mileage if using his/her vehicle. An employee required to attend a meeting at a different location when already at work shall be reimbursed mileage. Reimbursement for this provision will be paid according to the mileage policy.
- E. All hours worked in excess of forty (40) in one week will be paid at the rate of time and one-half (1-½). All hourly employees who work more than eight (8) hours in one day and bus drivers who take extra trips totaling more than eight (8) hours in one day shall receive time and one-half (1-½) of their negotiated hourly rate of pay for those hours worked in excess of the eight (8) hours. When computing hours worked, all in-pay status days shall count as regular work days.
- F. Overtime shall be offered to custodians and cooks on a seniority – rotation basis. Any employee who declines overtime shall have his/her name rotated to the bottom of the rotation list and will not be granted overtime until his/her name again reaches the top of the rotation list. Custodians and cooks shall be awarded overtime within their own job location before it is offered to another custodian and cook.
- G. Overtime shall be offered on a seniority rotation basis district wide when there is no employee available from within a location. Two (2) seniority lists shall be established: one (1) list within each building and one (1) district wide. The rotation lists shall include the names of all employees who have indicated in writing to their immediate supervisor that they are willing to work overtime. In the event that no one accepts the overtime, the District shall use a substitute. In the event that no substitute accepts the work, the least

senior person, in reverse rotation, on the rotation system must accept overtime if a substitute does not accept.

- H. Any employee requested to work overtime shall be given an overtime work slip authorizing the overtime. This slip is to be attached to the timesheet requesting payment.
- I. When cafeteria kitchens are used by various school and non-school groups for cooking purposes, a cook must be employed at time and one-half (1-½) of their regular hourly rate of pay. If an event is cancelled the day before, the cook shall receive no pay. If an event is cancelled the day of and the cook is not notified, he/she shall be paid for two (2) hours show up time.
- J. When Board owned buildings are used for a specific event by an outside group on any day of the week or by a school group on a Saturday or Sunday, a custodian shall be on duty. If an event is cancelled the day before, the custodian shall receive no pay. If an event is cancelled the day of and the custodian is not notified, he/she shall be paid for two (2) hours show up time.
- K. If possible and practical, custodians or cooks regularly assigned to work on a less than eight (8) hours per day schedule, shall be afforded the opportunity to work up to eight (8) hours within their own classification and in their own work area before substitute employees are assigned to work. Cooks and custodians who desire these extra hours shall notify their supervisor in writing.
- L. Under normal working conditions substitutes shall only be used to replace absent employees.
- M. Student workers shall be used to augment but not replace custodians. No more than one (1) student worker per period in a building shall be permitted with the exception of lunch duties and special events.

#### **ARTICLE 19 – FREQUENCY OF PAY**

- A. Pays will be issued in equal, bi-weekly installments to be paid on alternate Fridays. It is understood that every 7 – 10 years it is necessary to correct advance pay situations. To correct this, the annual pay will be divided by an additional pay. The correction year will be chosen by the Treasurer and will be duly noted on the employee’s annual salary notice.
- B. The Board shall offer direct deposit as a payroll option. The Treasurer reserves the right to designate a “change period” should change requests become cumbersome for payroll.

#### **ARTICLE 20 – TRANSPORTATION DEPARTMENT REGULATIONS**

- A. Drivers requesting repairs to be made on their assigned bus shall fill out a repair form provided by the transportation secretary. When such repairs are made, the driver shall

receive a copy of the repair form indicating the repair work completed and the date. Upon request drivers may review their own bus work-order records and preventive maintenance sheets. New drivers and current drivers who bid and accept another route, will do so with the provision that the bus will be stored at the lot.

B. Extra Trip Assignment Procedure.

1. All extracurricular trips are defined as any extra trip representing Carrollton Exempted Village Schools in a competition approved by the appropriate administrator, and any educational or recreational trip with a destination within the State of Ohio or out of State within two hundred forty (240) miles round trip distance from point of exit from the State to the point of entry to the State. Extracurricular trips include all shuttle runs for practice and competition.
2. All extracurricular trips shall be offered first to bus drivers under contract with the Carrollton Exempted Village Board of Education. A written notice must be submitted to the transportation department for all bus drivers interested in extracurricular trips by May 15<sup>th</sup> of each year.
3. The Bus Supervisor shall post and maintain an extracurricular trip roster, which shall bear the names of all drivers desiring to take such trips. This roster shall be posted in the bus garage and shall indicate the dates, times, and names of drivers. The extracurricular trips shall be posted on the first working day of each week and will include all unassigned trips for the following three weeks. Drivers will have until 5:00 PM on the second working day after the posting of trips to mark their selections. Trips shall be awarded at the close of the selections period. Extracurricular trips shall be granted on a seniority rotation basis. The rotation will reset each July 1<sup>st</sup>.
4. A driver who declines a trip because of either regular work, or previous commitment shall be assigned to the bottom of the list and will not be eligible to take another trip until their name reaches the top of the seniority list.
5. Drivers shall be docked for the actual time of their regular run that is assumed by the substitute driver.
6. When two (2) or more buses are scheduled for an extra trip to the same place, and after the rotation procedure has determined the drivers eligible the senior driver(s) decides which group he/she will take.
7. When two (2) or more trips are going out on the same day, but different places, the rotation procedure will decide who goes where. (Senior driver does not apply.)
8. A separate roster will be established for unexpected or last minute trips. The rotation procedure will be followed as trips are added to this roster. These trips will not affect the regular trip roster.

- C. If a regular driver is not notified of a canceled field trip, the driver may choose one of two ways to be compensated. He may receive a two hour report time at the regular rate of pay for extra trips or given a pick-up.
- D. Routes shall be assigned by the Transportation Supervisor, subject to the approval of the Superintendent.
- E. While on a route, if the bus is broken down or delayed for a period of more than one (1) additional hour during the day, the driver will be compensated for the time beyond the one hour at his/her normal rate of pay.
- F. In the event of a Buckeye Joint Vocational School bus driver vacancy, drivers with four (4) runs (including a satellite school) may drop his/her morning grade school run and pick-up the Buckeye Route to make the five (5) route status. If the driver in this instance stores the bus at home, he/she may continue to do so.
- G. Trip permits will include estimated length of time of trip. The Transportation Supervisor will establish the departure time of trips and the trip sponsor would state the arrival time.
- H. Overnight trips shall be on a separate roster and shall only include extra trip regular contracted drivers who are on the extra trip roster. These trips shall be assigned by seniority and there shall be no penalty imposed on a driver for refusal of a regular trip when accepting an overnight trip. No driver shall receive a second overnight trip, regardless of the time period, until all drivers on the original current overnight roster have been offered a trip. Each following year additional drivers may be added to the roster May 15<sup>th</sup>, and they shall be placed according to seniority.  
  
Drivers shall be paid 10 hours per day, plus lodging and meals. Drivers shall be permitted to give up all regular runs (with deduct pay) to be eligible for these trips.
- I. A.M. per-school runs shall be posted and bid in the same fashion as P.M. pre-school runs (1/4 route).
- J. The Board shall pay the following costs associated with re-certification requirements for bus drivers mandated by law.
  - 1. Mileage at established rates.
  - 2. Registration fee for class.
  - 3. The Board shall pay the cost of fingerprinting.
- K. When a regular driver has advised the Transportation Supervisor that a leave of absence for longer than 15 working days is necessary, regular bus drivers shall first be offered, according to seniority, to replace that absent driver. Replacing the absent driver is defined as assuming the absent driver's route in its entirety. A substitute bus driver shall then be called to replace the regular driver that filled in for the absent driver.
- L. The Board shall reimburse the employee the cost of driver abstracts.

- M. Drivers who fill in for an absent driver shall be paid at their regular rate of pay.
- N. Special Needs Routes shall not be posted for bid every year. They will be posted only when there is a vacancy in accordance with Article 23.
- O. A run equals 1 hour and 15 minutes.
- P. Classified coaches may not drive a bus for extra trips for their event.

### **ARTICLE 21 – LABOR MANAGEMENT COMMITTEE**

The Board or its designated representatives and the Association or its representatives agree to meet and discuss, with the other, issues of concern which are not included in this agreement.

Normally advance request for a meeting shall be made at least ten (10) days before a proposed meeting date. Attached to the request shall be the agenda. Meetings shall be held at agreed-to-times and places and shall not exceed two (2) hours unless both parties agree to extend the time.

### **ARTICLE 22 – SUPERVISION OF STAFF**

- A. All employees will be evaluated each year. The evaluation will be made by the designated supervisor. The evaluation forms are attached hereto as Appendix F.
- B. During March of each year an evaluation conference will be held between the employee and the supervisor. Three (3) copies of the evaluation will be made. The employee will keep one, the supervisor will keep one, and one will be placed in the employee's permanent file. The employee shall sign the evaluation form and may respond to the evaluation by attaching his or her comments.

Such comments must be made on one (1) separate sheet of 8-1/2 x 11 paper.

- C. Termination, Discipline and Suspension
  - 1. Employees may not be terminated or disciplined except for just cause. Just cause shall include, but not be limited to, the grounds set forth in O.R.C. §3319.081(C). Termination and discipline shall be subject to the grievance procedure.
  - 2. The Union recognizes the Administration's right to terminate, suspend, and discipline employees for just cause. Discipline should normally be corrective and progressive in nature while taking into account the seriousness of the violation and consist of the following: (1) documented verbal reprimand, (2) written reprimand(s), (3) suspension(s), and (4) reduction or termination of employment. However, depending upon the severity of the offense, levels of discipline may be passed over within the discretion of the Superintendent or his/her designee.

3. Should the action of an employee adversely affect students, or other district employees, in the opinion of the Superintendent or his/her designee, the employee may be suspended immediately with pay until the disciplinary meeting mandated below.
  4. Employees are entitled to Union representation at any disciplinary meeting. No employee will be disciplined without a meeting with the Superintendent or his/her designee. Notice of the meeting will be given to the Local Union President and the employee at least three (3) working days prior to the day of the scheduled meeting. Such notice shall contain the reason(s) for the proposed disciplinary action. An employee shall not be paid mileage for attending the disciplinary meeting.
- D. Employees shall have the opportunity to read any and all material in their personnel file. The employee shall not remove anything from the file but may request copies of such material at current cost. Anonymous letters or materials shall not be placed in an employee's file.
  - E. After three years, the letter of reprimand will be null and void and may be removed at the employee's request.
  - F. Evaluations shall not include any references to an employee's decision to attend or not to attend voluntary meetings and training courses.
  - G. All custodians shall be supervised by the building principal.

### **ARTICLE 23 – NOTICE OF VACANCIES**

- A. Notices of vacancies and positions available shall be provided to each building principal and Transportation Supervisor to be posted in each school or bus garage. When schools are not in session, notices of vacancies and positions available shall be mailed to the employees who have indicated an interest in a position in writing to the Assistant Superintendent by May 15 of each school year. Notices of vacancies shall be mailed to the President and Secretary of OAPSE and posted in the Superintendent's office, Bus Garage, High School and Bell-Herron.
- B. The vacancy shall not be filled until the notice has been issued for not less than five (5) working days. The notice shall contain the last day for acceptance of applications. If applications are not received within the prescribed period, the Superintendent may assign at his discretion. In awarding positions, ability to do work, classification seniority (as defined in Article 24, Section C.), and past job performance will be considered.
- C. When their work schedule permits, present employees working less than eight (8) hours per day when selected as the best qualified to fill the vacant short hour position, shall be awarded the position before new employees are hired.

- D. A Special Needs Aide who wishes to apply for a *Classroom Aide* vacancy shall be given full consideration for that position.
- E. The Superintendent of Schools has the final authority in assignment of personnel.
- F. An employee who is awarded a job under this procedure may elect to return to his/her former job within a period of five (5) working days. An employee who is unable to perform the job may be returned to his/her former job within a period of five (5) working days with explanation of reason.

**ARTICLE 24 – REDUCTION IN FORCE**

- A. Introduction. It is the Board’s responsibility to maintain good public schools and to implement the educational interest of the State. However, if it becomes necessary to eliminate staff positions, a fair and orderly process will be followed.

The Board has the exclusive authority to eliminate staff positions consistent with the provisions of the state statutes. Elimination of staff positions may result from decreases in student enrollment, changes in organization or severe financial conditions.

The term staff refers to any employee covered by this agreement.

- B. Attrition. The number of persons affected by a reduction in force will be kept to a minimum insofar as practical by not employing replacements for employees who resign, retire, die or whose contracts are not renewed on the basis of performance.
- C. Seniority. Whenever it becomes necessary to reduce employees by reasons as stated above, affected employees shall be eliminated according to seniority within the classification, with the least senior employee eliminated first in accordance with paragraph E., herein. Seniority shall be defined as the uninterrupted length of continuous service with the Board of Education in a particular job classification computed from the latest date of hire or appointment to their present classification.
- D. Job Classifications. The following classifications shall be used for the purpose of defining classification seniority:

|           |                |                    |
|-----------|----------------|--------------------|
| Custodian | Food Service   | Special Needs Aide |
| Secretary | Bus Driver     |                    |
| Mechanic  | Classroom Aide |                    |

- E. Reduction Procedures. The Board of Education shall determine in which classifications the reductions should occur and the number of positions to be eliminated. In the classifications, employees with limited contracts shall be eliminated by seniority before any employee in that classification employed under a continuing contract is eliminated.

Twenty (20) days prior to the effective date of reductions, the Board of Education shall prepare and post for inspection in a conspicuous place a list containing the names,

seniority dates, and classifications and indicate which employees are to be eliminated. Each employee to be reduced shall be given advance written notice of the reduction. Each notice of reduction shall state the following:

Reasons(s) for the reduction.

The effective date of the reduction.

A statement advising the employee of his/her rights of reinstatement from the reduction.

- F. Re-employment Procedures. The names of all employees employed under the continuing contract status of employment shall be placed on a reinstatement list in reverse of elimination according to job classifications.

The names of employees employed under limited contracts shall be placed on a separate reinstatement list in reverse of elimination according to job classification.

Reinstatement shall be made first from the list of continuing contract employees; and then, from the list of limited contract employees, provided that the person is qualified for the position according to the appropriate administrator.

- G. Vacancies. Vacancies which occur in the classification of reduction shall be offered to or declined in writing or by noted telephone conversation by the employees standing highest on the reduction list before the next person on the list may be considered. Any employee who declines reinstatement shall be removed from the reinstatement name list.

- H. Duration of Reinstatement List. Unless voluntarily removed or refusing a job offer in the appropriate classification, the employee's name shall remain on the reinstatement list for a period of twenty-four (24) months.

- I. Bumping Rights. Employees who have not been laid off, but who have had their positions abolished, shall be given the opportunity to bump into a position within their classification by seniority, following a reduction of personnel. Any employee who is bumped from his/her position will also have bumping rights according to seniority.

Special Needs Aides who have had their position abolished shall be given the opportunity to bump the least senior person employed in that job classification.

## **ARTICLE 25 – EMPLOYEE RIGHTS**

- A. Seniority. Classification seniority shall begin with the employee's first day of assignment as a regular employee. If the starting date for two or more employees is equal, then seniority shall be determined by Board appointment date. If the seniority date for two or more is still equal, then the seniority date shall be determined by original classification application date. If seniority dates are still equal – then seniority shall be determined by the drawing of lots. An OAPSE representative shall be present for this drawing.

- B. Discrimination. The Board of Education and OAPSE agree to comply with all applicable state and federal non-discrimination Statutes or Laws in connection with administration of this contract.
- C. Representation. An employee, on request, shall have a right to a Union representative at an investigatory interview which, based on objective considerations, the employee reasonably believes is likely to result in serious disciplinary action.

#### **ARTICLE 26 – REPRESENTATION AT OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES ANNUAL MEETING**

Two members of OAPSE officially designated by the membership to represent the Carrollton OAPSE, will be granted release time at no reduction in salary to attend the OAPSE Annual Meeting. The Carrollton Board of Education is responsible for the salary of a substitute, but for no other expenses.

#### **ARTICLE 27 – CALAMITY DAYS**

When the Superintendent declares a calamity day, Twelve-month (12) custodians and bus mechanics will be required to report to work. Custodians and mechanics who are required to report to work on a calamity day, shall be paid at their regular hourly rate for time worked (minimum of four (4) hours pay) in addition to the calamity day pay.

Payment for extra calamity day will be made on the scheduled pay following the calamity day.

#### **ARTICLE 28 – DISTRIBUTION OF AGREEMENT**

Within thirty (30) days after the execution of this Agreement, the Board shall print or duplicate and provide without charge a copy of this Agreement to every employee in the bargaining unit. Additional twenty (20) copies to be available if needed by the President of Local #541 during the duration of this contract.

#### **ARTICLE 29 – ACTIVITY PASSES**

At the beginning of each school year all regular classified employees will be issued an individual, non-transferable activity pass for free admission to district-sponsored home contests and other school events.

#### **ARTICLE 30 – SALARY REDUCTION PICK-UP OF EMPLOYEE SERS CONTRIBUTION**

Effective September 1, 1989 the Board will implement the “pick-up” of the employee required contributions of the School Employees Retirement System (SERS) by way of the “salary

reduction” method. The sum of the cash salary and pick-up components shall equal the employee’s contract salary provided in the Salary Schedule.

**ARTICLE 31 – FIRST AID AND CPR CERTIFICATION**

The Board of Education will provide training annually for First Aid and CPR for all employees.

**ARTICLE 32 – HEALTH AND SAFETY**

The Board and the Union shall establish a Health and Safety Committee which shall meet to discuss and resolve health and safety concerns as they arise.

**ARTICLE 33 – STADIUM CLEANING**

All stadium work, not performed by the Boosters or any other school related non-profit entity, shall be offered first to Grass Mowers and then District wide to Custodians prior to substitutes. Grass Mowers and Custodians shall be paid at their step of their wage schedule for stadium work.

**ARTICLE 34 – FINGERPRINTING**

The Board of Education shall pay the cost for fingerprinting, FBI, and BCI checks for all employees.

**ARTICLE 35 – SUBSTITUTES**

The District shall attempt to provide substitutes for all absent employees (as long as substitutes are available) when students are in attendance.

**ARTICLE 36 – JOB DESCRIPTIONS**

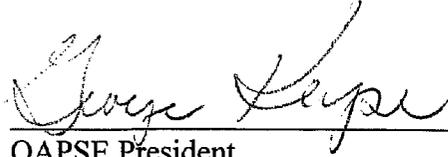
Prior to any change in any job description covered under this Agreement, the Board shall meet with the Association and discuss such possible change. However, the Superintendent shall have the final authority to adopt and/or amend any job description. The employee(s) shall be notified of any change and the effective date of such change.

**ARTICLE 37 – DURATION**

The terms and conditions of the within Agreement are effective for the period commencing July 1, 2010, and terminating June 30, 2013, unless otherwise specified.



Board President



OAPSE President



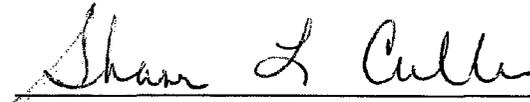
Superintendent



OAPSE Negotiator



Treasurer



OAPSE Secretary

APPENDIX A

SALARY SCHEDULES  
Effective July 1, 2010  
1.25% Increase

1.0125

| YRS<br>EXPER | CUSTODIAN      | SECRETARY      | MECHANICS      | FOOD<br>SERVICE | CLASS-<br>ROOM<br>AIDES | SPECIAL<br>NEEDS<br>AIDES | TRANS.<br>1 RUN |
|--------------|----------------|----------------|----------------|-----------------|-------------------------|---------------------------|-----------------|
| <b>BASE</b>  | <b>\$14.21</b> | <b>\$12.95</b> | <b>\$16.04</b> | <b>\$11.36</b>  | <b>\$12.73</b>          | <b>\$12.73</b>            | <b>\$3,517</b>  |
| index        | 1              | 1              | 1              | 1               | 1                       | 1                         | 1               |
| <b>1</b>     | <b>\$14.33</b> | <b>\$13.07</b> | <b>\$16.15</b> | <b>\$11.42</b>  | <b>\$12.84</b>          | <b>\$12.84</b>            | <b>\$3,546</b>  |
| index        | 1.009          | 1.009          | 1.007          | 1.005           | 1.009                   | 1.009                     | 1.008           |
| <b>2</b>     | <b>\$14.45</b> | <b>\$13.18</b> | <b>\$16.26</b> | <b>\$11.47</b>  | <b>\$12.96</b>          | <b>\$12.96</b>            | <b>\$3,574</b>  |
| index        | 1.017          | 1.018          | 1.014          | 1.01            | 1.018                   | 1.018                     | 1.016           |
| <b>3</b>     | <b>\$14.56</b> | <b>\$13.30</b> | <b>\$16.37</b> | <b>\$11.53</b>  | <b>\$13.07</b>          | <b>\$13.07</b>            | <b>\$3,605</b>  |
| index        | 1.025          | 1.027          | 1.021          | 1.015           | 1.027                   | 1.027                     | 1.025           |
| <b>4</b>     | <b>\$14.67</b> | <b>\$13.42</b> | <b>\$16.49</b> | <b>\$11.59</b>  | <b>\$13.20</b>          | <b>\$13.20</b>            | <b>\$3,634</b>  |
| index        | 1.033          | 1.036          | 1.028          | 1.02            | 1.037                   | 1.037                     | 1.033           |
| <b>5</b>     | <b>\$14.79</b> | <b>\$13.53</b> | <b>\$16.62</b> | <b>\$11.64</b>  | <b>\$13.30</b>          | <b>\$13.30</b>            | <b>\$3,662</b>  |
| index        | 1.041          | 1.045          | 1.036          | 1.025           | 1.045                   | 1.045                     | 1.041           |
| <b>6</b>     | <b>\$14.90</b> | <b>\$13.64</b> | <b>\$16.73</b> | <b>\$11.70</b>  | <b>\$13.41</b>          | <b>\$13.41</b>            | <b>\$3,690</b>  |
| index        | 1.049          | 1.053          | 1.043          | 1.03            | 1.054                   | 1.054                     | 1.049           |
| <b>7</b>     | <b>\$15.02</b> | <b>\$13.75</b> | <b>\$16.84</b> | <b>\$11.76</b>  | <b>\$13.53</b>          | <b>\$13.53</b>            | <b>\$3,718</b>  |
| index        | 1.057          | 1.062          | 1.05           | 1.035           | 1.063                   | 1.063                     | 1.057           |
| <b>8</b>     | <b>\$15.13</b> | <b>\$13.87</b> | <b>\$16.95</b> | <b>\$11.81</b>  | <b>\$13.64</b>          | <b>\$13.64</b>            | <b>\$3,746</b>  |
| index        | 1.065          | 1.071          | 1.057          | 1.04            | 1.072                   | 1.072                     | 1.065           |
| <b>9</b>     | <b>\$15.24</b> | <b>\$13.99</b> | <b>\$17.06</b> | <b>\$11.87</b>  | <b>\$13.76</b>          | <b>\$13.76</b>            | <b>\$3,774</b>  |
| index        | 1.073          | 1.08           | 1.064          | 1.045           | 1.081                   | 1.081                     | 1.073           |
| <b>10</b>    | <b>\$15.36</b> | <b>\$14.10</b> | <b>\$17.18</b> | <b>\$12.05</b>  | <b>\$13.87</b>          | <b>\$13.87</b>            | <b>\$3,802</b>  |
| index        | 1.081          | 1.089          | 1.071          | 1.061           | 1.09                    | 1.09                      | 1.081           |

OTHER COMPENSATION

Extracurricular Trip: \$8.56/hr

Custodians w Boiler's License:

Employed prior to 7/1/86, CHS \$.60/hr, other bldgs \$.50/hr

Employed after 7/1/86 all paid at \$.25/hr

Longevity for uninterrupted CEVSD service each year of contract:

After 15 years of service: **\$300** for 7-8 hrs/ 5 runs or more; **\$150** for 4-6.99hrs/3-5 runs

After 20 years of service: **\$400** for 7-8 hrs/5 runs or more; **\$200** for 4-6.99 hrs/3-5 runs

After 25 years of service: **\$500** for 7-8 hrs/5 runs or more; **\$250** for 4-6.99 hrs/3-5 runs

If FY11 sal&frg fall below 78% of GF revenue, \$.10/hr or \$25/run will be added to FY12 sai sched.

Revenue will exclude restricted funding.

APPENDIX B

SALARY SCHEDULES  
Effective July 1, 2011  
1.5% Increase

1.0150

| YRS<br>EXPER | CUSTODIAN      | SECRETARY      | MECHANICS      | FOOD<br>SERVICE | CLASS-<br>ROOM<br>AIDES | SPECIAL<br>NEEDS<br>AIDES | TRANS.<br>1 RUN |
|--------------|----------------|----------------|----------------|-----------------|-------------------------|---------------------------|-----------------|
| <b>BASE</b>  | <b>\$14.42</b> | <b>\$13.14</b> | <b>\$16.28</b> | <b>\$11.53</b>  | <b>\$12.92</b>          | <b>\$12.92</b>            | <b>\$3,570</b>  |
| index        | 1              | 1              | 1              | 1               | 1                       | 1                         | 1               |
| <b>1</b>     | <b>\$14.55</b> | <b>\$13.26</b> | <b>\$16.39</b> | <b>\$11.59</b>  | <b>\$13.03</b>          | <b>\$13.03</b>            | <b>\$3,599</b>  |
| index        | 1.009          | 1.009          | 1.007          | 1.005           | 1.009                   | 1.009                     | 1.008           |
| <b>2</b>     | <b>\$14.66</b> | <b>\$13.38</b> | <b>\$16.51</b> | <b>\$11.65</b>  | <b>\$13.15</b>          | <b>\$13.15</b>            | <b>\$3,627</b>  |
| index        | 1.017          | 1.018          | 1.014          | 1.01            | 1.018                   | 1.018                     | 1.016           |
| <b>3</b>     | <b>\$14.78</b> | <b>\$13.50</b> | <b>\$16.62</b> | <b>\$11.70</b>  | <b>\$13.27</b>          | <b>\$13.27</b>            | <b>\$3,659</b>  |
| index        | 1.025          | 1.027          | 1.021          | 1.015           | 1.027                   | 1.027                     | 1.025           |
| <b>4</b>     | <b>\$14.89</b> | <b>\$13.62</b> | <b>\$16.73</b> | <b>\$11.76</b>  | <b>\$13.40</b>          | <b>\$13.40</b>            | <b>\$3,688</b>  |
| index        | 1.033          | 1.036          | 1.028          | 1.02            | 1.037                   | 1.037                     | 1.033           |
| <b>5</b>     | <b>\$15.01</b> | <b>\$13.74</b> | <b>\$16.86</b> | <b>\$11.82</b>  | <b>\$13.50</b>          | <b>\$13.50</b>            | <b>\$3,717</b>  |
| index        | 1.041          | 1.045          | 1.036          | 1.025           | 1.045                   | 1.045                     | 1.041           |
| <b>6</b>     | <b>\$15.12</b> | <b>\$13.84</b> | <b>\$16.98</b> | <b>\$11.88</b>  | <b>\$13.62</b>          | <b>\$13.62</b>            | <b>\$3,745</b>  |
| index        | 1.049          | 1.053          | 1.043          | 1.03            | 1.054                   | 1.054                     | 1.049           |
| <b>7</b>     | <b>\$15.24</b> | <b>\$13.96</b> | <b>\$17.09</b> | <b>\$11.93</b>  | <b>\$13.73</b>          | <b>\$13.73</b>            | <b>\$3,774</b>  |
| index        | 1.057          | 1.062          | 1.05           | 1.035           | 1.063                   | 1.063                     | 1.057           |
| <b>8</b>     | <b>\$15.36</b> | <b>\$14.08</b> | <b>\$17.21</b> | <b>\$11.99</b>  | <b>\$13.85</b>          | <b>\$13.85</b>            | <b>\$3,802</b>  |
| index        | 1.065          | 1.071          | 1.057          | 1.04            | 1.072                   | 1.072                     | 1.065           |
| <b>9</b>     | <b>\$15.47</b> | <b>\$14.20</b> | <b>\$17.32</b> | <b>\$12.05</b>  | <b>\$13.96</b>          | <b>\$13.96</b>            | <b>\$3,831</b>  |
| index        | 1.073          | 1.08           | 1.064          | 1.045           | 1.081                   | 1.081                     | 1.073           |
| <b>10</b>    | <b>\$15.59</b> | <b>\$14.31</b> | <b>\$17.43</b> | <b>\$12.23</b>  | <b>\$14.08</b>          | <b>\$14.08</b>            | <b>\$3,859</b>  |
| index        | 1.081          | 1.089          | 1.071          | 1.061           | 1.09                    | 1.09                      | 1.081           |

**OTHER COMPENSATION**

Extracurricular Trip: \$8.69/hr

Custodians w Boiler's License:

Employed prior to 7/1/86, CHS \$.60/hr, other bldgs \$.50/hr

Employed after 7/1/86 all paid at \$.25/hr

Longevity for uninterrupted CEVSD service each year of contract:

After 15 years of service: **\$300** for 7-8 hrs/ 5 runs or more; **\$150** for 4-6.99hrs/3-5 runs

After 20 years of service: **\$400** for 7-8 hrs/5 runs or more; **\$200** for 4-6.99 hrs/3-5 runs

After 25 years of service: **\$500** for 7-8 hrs/5 runs or more; **\$250** for 4-6.99 hrs/3-5 runs

If FY12 sal&frg fall below 78% of GF revenue, \$.10/hr or \$25/run will be added to FY13 sal sched.

Revenue will exclude restricted funding.

SALARY SCHEDULES  
Effective July 1, 2012  
2% Increase

| YRS<br>EXPER | 1.02           |                |                |                 |                         |                           |                 |
|--------------|----------------|----------------|----------------|-----------------|-------------------------|---------------------------|-----------------|
|              | CUSTODIAN      | SECRETARY      | MECHANICS      | FOOD<br>SERVICE | CLASS-<br>ROOM<br>AIDES | SPECIAL<br>NEEDS<br>AIDES | TRANS.<br>1 RUN |
| <b>BASE</b>  | <b>\$14.71</b> | <b>\$13.41</b> | <b>\$16.60</b> | <b>\$11.76</b>  | <b>\$13.18</b>          | <b>\$13.18</b>            | <b>\$3,642</b>  |
| index        | 1              | 1              | 1              | 1               | 1                       | 1                         | 1               |
| <b>1</b>     | <b>\$14.84</b> | <b>\$13.53</b> | <b>\$16.72</b> | <b>\$11.82</b>  | <b>\$13.29</b>          | <b>\$13.29</b>            | <b>\$3,671</b>  |
| index        | 1.009          | 1.009          | 1.007          | 1.005           | 1.009                   | 1.009                     | 1.008           |
| <b>2</b>     | <b>\$14.96</b> | <b>\$13.65</b> | <b>\$16.84</b> | <b>\$11.88</b>  | <b>\$13.41</b>          | <b>\$13.41</b>            | <b>\$3,700</b>  |
| index        | 1.017          | 1.018          | 1.014          | 1.01            | 1.018                   | 1.018                     | 1.016           |
| <b>3</b>     | <b>\$15.07</b> | <b>\$13.77</b> | <b>\$16.95</b> | <b>\$11.94</b>  | <b>\$13.53</b>          | <b>\$13.53</b>            | <b>\$3,733</b>  |
| index        | 1.025          | 1.027          | 1.021          | 1.015           | 1.027                   | 1.027                     | 1.025           |
| <b>4</b>     | <b>\$15.19</b> | <b>\$13.89</b> | <b>\$17.07</b> | <b>\$12.00</b>  | <b>\$13.66</b>          | <b>\$13.66</b>            | <b>\$3,762</b>  |
| index        | 1.033          | 1.036          | 1.028          | 1.02            | 1.037                   | 1.037                     | 1.033           |
| <b>5</b>     | <b>\$15.31</b> | <b>\$14.01</b> | <b>\$17.20</b> | <b>\$12.06</b>  | <b>\$13.77</b>          | <b>\$13.77</b>            | <b>\$3,791</b>  |
| index        | 1.041          | 1.045          | 1.036          | 1.025           | 1.045                   | 1.045                     | 1.041           |
| <b>6</b>     | <b>\$15.43</b> | <b>\$14.12</b> | <b>\$17.32</b> | <b>\$12.11</b>  | <b>\$13.89</b>          | <b>\$13.89</b>            | <b>\$3,820</b>  |
| index        | 1.049          | 1.053          | 1.043          | 1.03            | 1.054                   | 1.054                     | 1.049           |
| <b>7</b>     | <b>\$15.55</b> | <b>\$14.24</b> | <b>\$17.43</b> | <b>\$12.17</b>  | <b>\$14.01</b>          | <b>\$14.01</b>            | <b>\$3,849</b>  |
| index        | 1.057          | 1.062          | 1.05           | 1.035           | 1.063                   | 1.063                     | 1.057           |
| <b>8</b>     | <b>\$15.66</b> | <b>\$14.36</b> | <b>\$17.55</b> | <b>\$12.23</b>  | <b>\$14.13</b>          | <b>\$14.13</b>            | <b>\$3,878</b>  |
| index        | 1.065          | 1.071          | 1.057          | 1.04            | 1.072                   | 1.072                     | 1.065           |
| <b>9</b>     | <b>\$15.78</b> | <b>\$14.48</b> | <b>\$17.67</b> | <b>\$12.29</b>  | <b>\$14.24</b>          | <b>\$14.24</b>            | <b>\$3,907</b>  |
| index        | 1.073          | 1.08           | 1.064          | 1.045           | 1.081                   | 1.081                     | 1.073           |
| <b>10</b>    | <b>\$15.90</b> | <b>\$14.60</b> | <b>\$17.78</b> | <b>\$12.48</b>  | <b>\$14.36</b>          | <b>\$14.36</b>            | <b>\$3,937</b>  |
| index        | 1.081          | 1.089          | 1.071          | 1.061           | 1.09                    | 1.09                      | 1.081           |

**OTHER COMPENSATION**

Extracurricular Trip: \$8.87/hr

Custodians w Boiler's License:

Employed prior to 7/1/86, CHS \$.60/hr, other bldgs \$.50/hr

Employed after 7/1/86 all paid at \$.25/hr

Longevity for uninterrupted CEVSD service each year of contract:

After 15 years of service: **\$300** for 7-8 hrs/ 5 runs or more; **\$150** for 4-6.99hrs/3-5 runs

After 20 years of service: **\$400** for 7-8 hrs/5 runs or more; **\$200** for 4-6.99 hrs/3-5 runs

After 25 years of service: **\$500** for 7-8 hrs/5 runs or more; **\$250** for 4-6.99 hrs/3-5 runs

CARROLLTON EXEMPTED VILLAGE SCHOOL DISTRICT  
 252 THIRD STREET N.E., CARROLLTON, OHIO 44615-1236

GRIEVANCE REPORT  
 (Submit to Supervisor in Duplicate)

- Copies to:  
 1. Superintendent  
 2. Supervisor  
 3. Association  
 4. Employee

| Assignment | Name of Grievant | Date Filed |
|------------|------------------|------------|
|------------|------------------|------------|

STEP I

A. Date Grievance Occurred \_\_\_\_\_

B. Statement of Grievance \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

C. Relief Sought \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

|  |           |      |
|--|-----------|------|
|  | Signature | Date |
|--|-----------|------|

D. Disposition by Supervisor \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

|  |           |      |
|--|-----------|------|
|  | Signature | Date |
|--|-----------|------|

E. Grievant and/or Association Position \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

|  |           |      |
|--|-----------|------|
|  | Signature | Date |
|--|-----------|------|

STEP II

A. Date Received by Superintendent or Designee \_\_\_\_\_

B. Disposition of Superintendent or Designee \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature

Date

C. Position of Grievant and/or Association \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STEP III

A. Date Received by Board of Education or Designee \_\_\_\_\_

B. Disposition by Board \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature

Date

STEP IV

A. Date Submitted to Arbitration \_\_\_\_\_

CARROLLTON EXEMPTED VILLAGE SCHOOL DISTRICT  
252 THIRD STREET N.E., CARROLLTON, OHIO 44615-1236

REQUEST FOR PERSONAL LEAVE

NAME \_\_\_\_\_ BUILDING OR ASSIGNMENT \_\_\_\_\_

DATE OF REQUEST \_\_\_\_\_ DATE OF LEAVE \_\_\_\_\_

Classified employees are eligible for three (3) days of personal leave per year. These days are available for the following reasons and are intended for use in emergency type situations where a person has no choice in the matter.

- A. Sale or purchase of real property.
- B. Graduation or special recognition of self, son, daughter, husband, wife, father or mother from an accredited college, university, or public school program.
- C. Marriage of self, son or daughter (wedding day only).
- D. Settlement of estate.
- E. Adoption of a child.
- F. Required court appearance as litigant or witness.
- G. Funeral of a close friend or relative not covered under sick leave policies.
- H. For an act of nature or an accident that disrupts utility services, or so damages the house that a condition is created that is hazardous to the welfare of the employee or his family and must be corrected without delay.
- I. Religious observances that specifically prohibit work or normal activities at that time.
- J. Personal business of an emergency nature that cannot be taken care of outside the regular school day. (Explain reason.)

\_\_\_\_\_  
\_\_\_\_\_

Personal leave may not be taken for the following reasons:

- A. Gainful employment
- B. Seeking employment
- C. Recreational purposes
- D. Holidays or vacations
- E. Shopping trips

Two days' notice is necessary except in the case of an emergency.

\_\_\_\_\_  
SIGNATURE OF APPLICANT

\_\_\_\_\_  
DATE RECEIVED BY PRINCIPAL OR SUPERVISOR

\_\_\_\_\_  
DATE RECEIVED BY SUPERINTENDENT AND SIGNATURE



2. THE EMPLOYEE AS AN INDIVIDUAL

A. Demonstrates honesty and personal integrity.

B. Hardworking and strives for quality.

C. Exhibits mature behavior, self-confidence, friendly attitude and sense of humor.

|  |  |  |  |  |  |
|--|--|--|--|--|--|
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

3. OTHER IMPORTANT AREAS

The Employee:

A. Has good attendance record.

B. Is on time for work.

C. Is cooperative.

D. Completes work assignments.

E. Shows care in doing assignments.

|  |  |  |  |  |  |
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|  |  |  |  |  |  |

4. RECOMMENDATIONS:

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

**SCHEDULE OF MEDICAL BENEFITS  
FOR CARROLLTON EXEMPTED VILLAGE SCHOOL DISTRICT**

Pre-admission notification is required for all non-emergency hospital admissions. Post-admission notification is required for all emergency hospital admissions. If not received, a penalty of \$500 will be applied to the hospital confinement. All Major Medical Expense Benefits are subject to the deductibles, co-payment and maximum amounts shown and are payable only after any applicable Basic Benefits are paid. For covered expenses and limitations, see the Carrollton Exempted Village Health Benefit Plan Booklet.

| BENEFITS   | PPO                                       | NON-PPO                                   |
|--|---|---|
| <b>BASIC EXPENSE BENEFITS</b>  | (No deductible applies to Basic Benefits) | (No deductible applies to Basic Benefits) |
| Hospital Benefit (Max of 365 days/disability)                                    | 95%                                       | 70%                                       |
| Surgical Benefit   | 95%                                       | 70%                                       |
| In-Hospital Physician Benefit (Max of 365 days/disability)                       | 95%                                       | 70%                                       |
| Second Surgical Opinion Benefit-Mandatory  | 95%                                       | 70%                                       |
| Maternity Benefit  | Same as any illness                       |   |
| Diagnostic X-ray & Laboratory  | 95%                                       | 70%                                       |
| Emergency Accident Benefit   | 95%                                       | 95%                                       |
| Transplant Benefit   | 95%                                       | 70%                                       |
| <b>MAJOR MEDICAL BENEFITS</b>  |   |   |
| Calendar Year Deductible   |   |   |
| Per Covered Person   | \$100                                     | \$100                                     |
| Per covered Family   | \$200                                     | \$200                                     |
| Benefit Percentage Payable   | 90%                                       | 80%                                       |
| Maximum Lifetime Benefit (Major Medical)   | \$500,000                                 | \$500,000                                 |
| <b>MAXIMUM OUT-OF-POCKET AMOUNT/CALENDAR YEAR (Basic/Major Medical Combined)</b> |   |   |
| Per Covered Person   | \$400                                     | \$600                                     |
| Per Covered Family   | \$800                                     | \$1,200                                   |
| <b>MAXIMUM LIFETIME BENEFIT (Basic/Major Medical Combined)</b>                   |   |   |
|  | \$1,000,000                               | \$1,000,000                               |
| <b>PRESCRIPTION DRUG BENEFIT</b>   |   |   |
| Prescription Drug Deductible   |   |   |
| 80% after Prescription Drug Deductible   |   |   |
| \$50 per person or per family per calendar year                                  |   |   |
| <b>MAIL-ORDER DRUG BENEFIT</b>   |   |   |
| 100% after Co-Pay Prescription filled or refilled                                |   |   |
| Generic Co-Pay - \$5.00  |   |   |
| Brand Name Co-Pay - \$20.00  |   |   |

Premium share on a pre-tax basis

**SCHEDULE OF MEDICAL BENEFITS  
FOR CARROLLTON EXEMPTED VILLAGE SCHOOL DISTRICT  
(For Employees Hired After January 1, 2011)**

Pre-admission notification is required for all non-emergency hospital admissions. Post-admission notification is required for all emergency hospital admissions. If not received, a penalty of \$500 will be applied to the hospital confinement. All Major Medical Expense Benefits are subject to the deductibles, co-payment and maximum amounts shown and are payable only after any applicable Basic Benefits are paid. For covered expenses and limitations see the Carrollton Exempted Village Health Benefit Plan Booklet.

| BENEFITS   | PPO                                       | NON-PPO                                   |
|--|---|---|
| <b>BASIC EXPENSE BENEFITS</b>  | (No deductible applies to Basic Benefits) | (No deductible applies to Basic Benefits) |
| Hospital Benefit (Max of 365 days/disability)                                    | 90%                                       | 70%                                       |
| Surgical Benefit   | 90%                                       | 70%                                       |
| In-Hospital Physician Benefit (Max of 365 days/disability)                       | 90%                                       | 70%                                       |
| Second Surgical Opinion Benefit-Mandatory  | 90%                                       | 70%                                       |
| Maternity Benefit  | Same as any illness                       |   |
| Diagnostic X-ray & Laboratory  | 90%                                       | 70%                                       |
| Emergency Accident Benefit   | 90%                                       | 90%                                       |
| Transplant Benefit   | 90%                                       | 70%                                       |
| <b>MAJOR MEDICAL BENEFITS</b>  |   |   |
| Calendar Year Deductible   |   |   |
| Per Covered Person   | \$150                                     | \$150                                     |
| Per covered Family   | \$300                                     | \$300                                     |
| Benefit Percentage Payable   | 90%                                       | 80%                                       |
| Maximum Lifetime Benefit (Major Medical)   | \$500,000                                 | \$500,000                                 |
| <b>MAXIMUM OUT-OF-POCKET AMOUNT/CALENDAR YEAR (Basic/Major Medical Combined)</b> |   |   |
| Per Covered Person   | \$500                                     | \$600                                     |
| Per Covered Family   | \$900                                     | \$1,200                                   |
| <b>MAXIMUM LIFETIME BENEFIT (Basic/Major Medical Combined)</b>                   |   |   |
|  | \$1,000,000                               | \$1,000,000                               |
| <b>PRESCRIPTION DRUG BENEFIT</b>   |   |   |
| Prescription Drug Deductible   |   |   |
| 80% after Prescription Drug Deductible   |   |   |
| \$50 per person or per family per calendar year                                  |   |   |
| <b>MAIL-ORDER DRUG BENEFIT</b>   |   |   |
| 100% after Co-Pay Prescription filled or refilled                                |   |   |
| Generic Co-Pay - \$5.00  |   |   |
| Brand Name Co-Pay - \$20.00  |   |   |

Premium share on a pre-tax basis

**DENTAL**

CALENDAR YEAR DEDUCTIBLE: \$25.00 INDIVIDUAL \$50.00 FAMILY

|  |   |   |   |
|--|---|---|---|
| PREVENTATIVE &<br>DIAGNOSTIC<br>100% OF URC    | BASIC RESTORATIVE<br>80% OF URC                         | MAJOR RESTORATIVE<br>50% OF URC                             | ORTHODONTIA<br>50% OF URC   |
| ROUTINE ORAL EXAMS<br>TWICE IN 12 MONTHS       | FILLINGS<br>AMALGAM, SILICATE                           | INLAYS, ONLAYS<br>GOLD FILLINGS<br>CROWN RESTORATIONS       | FULL BANDED<br>ORTHODONTIC<br>TREATMENT                                       |
| TEETH CLEANING<br>TWICE IN 12 MONTHS           | ROOT CANAL<br>THERAPY                                   | INITIAL INSTALLATION<br>OF FIXED BRIDGEWORK                 | APPLIANCES FOR<br>TOOTH GUIDANCE  |
| FLUORIDE<br>TREATMENTS<br>ONCE EVERY 12 MONTHS | REPAIR OF BRIDGE<br>WORK OR DENTURES                    | INSTALLATION OF<br>PARTIAL OR FULL<br>REMOVABLE<br>DENTURES | APPLIANCES TO<br>CONTROL<br>HARMFUL HABITS                                    |
| EMERGENCY PAIN<br>TREATMENTS                   | EXTRACTS AND ORAL<br>SURGERY                            | REPLACEMENT OF<br>EXISTING DENTURES<br>OR BRIDGEWORK        | RETENTION<br>APPLIANCES NOT IN<br>CONNECTION WITH<br>FULL BANDED<br>TREATMENT |
| SPACE MAINTAINERS                              | GENERAL<br>ANESTHESIA ONLY<br>OF MEDICALLY<br>NECESSARY | TREATMENT OF GUM<br>DISEASE                                 |   |
| DIAGNOSTIC X-RAYS                              | TESTS AND LAB<br>EXAMS                                  |   |   |
|  | FULL MOUTH X-RAYS<br>ONCE EVERY<br>36 MONTHS            |   |   |

CALENDAR YEAR MAXIMUM \$1,000.00 PER PERSON

LIFETIME MAXIMUM  
\$1,000.00 PER PERSON

NO DEDUCTIBLE ON PREVENTIVE AND DIAGNOSTIC

ALL BENEFITS ARE BASED ON USUAL, REASONABLE, AND CUSTOMARY AS A MAXIMUM

CARROLLTON EXEMPTED VILLAGE SCHOOL DISTRICT  
252 THIRD STREET, N.E., CARROLLTON, OHIO 44615-1236  
June 25, 2010

Collective Bargaining Agreement

**RESOLUTION**

WHEREAS, pursuant to Ohio Revised Code Chapter 4117, the Board of Education has fulfilled its obligation to meet and bargain with the Ohio Association of Public School Employees, Local #541, and;

WHEREAS, the Board of Education's negotiation team has reached agreement on a new collective bargaining agreement with the Ohio Association of Public School Employees, Local #541, and;

WHEREAS, the Ohio Association of Public School Employees, Local #541 has ratified said agreement; now,

THEREFORE, be it resolved that:

1. The Board of Education approves the negotiated collective bargaining agreement with the Ohio Association of Public School Employees, Local #541, a copy of which is incorporated herein; and,
2. The Board of Education authorizes and directs the President, Superintendent, and Treasurer to cause said agreement to be prepared in final contract form, to sign same, on behalf of the Board of Education, and to attach all necessary certificates as required by Chapter 5705 of the Ohio Revised Code.

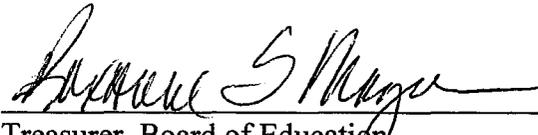
**CERTIFICATE**

The undersigned, Treasurer of the Board of Education of the Carrollton Exempted Village School District, Ohio, certifies that the money required to meet the obligations of the Board during the Fiscal Year 2011 under the attached contract have been lawfully appropriated by the Board for such purposes and are in the treasury or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

The undersigned, Treasurer and President of the Board of Education of the Carrollton Exempted Village School District, Ohio, and the Superintendent of Schools of The Carrollton Exempted Village School District, Ohio, hereby certify that the District has in effect for the remainder of the current fiscal year and the succeeding two fiscal years or the term of the attached contract, whichever is longer, the authorization to levy taxes, including the renewal of existing levies, which, when combined with the estimated revenue from all other sources available to the District at the time of this certification, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel, programs and services essential to the provision of an adequate educational program on all of the days set forth in its adopted school calendars for the current fiscal year and for a number of days in the succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year.

This Certificate is given in compliance with Sections 5705.41, 5705.412 and 5705.44 of the Revised Code.

Dated: 6/25/10



Treasurer, Board of Education  
Carrollton Exempted Village School Dist., Ohio



President, Board of Education  
Carrollton Exempted Village School Dist., Ohio



Superintendent of Schools  
Carrollton Exempted Village School Dist., Ohio