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AGREEMENT

between

THE BOTKINS LOCAL SCHOOL

and

**THE BOTKINS
FEDERATION OF TEACHERS
AFT/OFT
LOCAL #44884**

EFFECTIVE

August 15, 2011 - August 14, 2014

Approved May 24, 2011

TABLE OF CONTENTS

	<u>Page</u>
Article I – Recognition	1
A. Unit	1
B. Term of Recognition	1
Article II – Definitions	1
Article III – Negotiation Procedures	2
A. Statement of Principles	2
B. Subjects of Negotiations	2
C. Requests for Negotiations	3
D. Negotiation Meetings	3
E. Representation	3
F. Assistance and Study Committees	3
G. Information	4
H. News Releases	4
I. Agreement	4
J. Dispute Settlement Procedures	4
Article IV - Rights	5
A. Management Rights	5
B. Federation Rights	5
C. Exclusivity	6
D. Dues Deduction	6
E. Leave Privileges for the Federation	6
F. Payroll Deductions	6
G. Advisory Council	7
Article V – Grievance	7
A. Definition	8
B. Grievance Procedure	8
C. Informal Procedure	8
D. Formal Procedure	8
E. Representation in Grievance Procedure	9
F. Involvement with Higher Authority	9
G. Failure to Communicate a Decision	9
Article VI – Teaching Conditions	10
A. Teacher Contract Days	10
B. School Day	10
C. Early Dismissal	10
D. Planning and Preparation Time	11
E. Substitute Teachers	11
F. Staff In-Service	11
G. Grade Alterations	12

TABLE OF CONTENTS
CONTINUED

H. Teacher Aides	12
I. Student Discipline	12
J. Criminal Record Check	12
K. Supplemental Learning Programs	13
Article VII – Contracts	13
A. Regular Contracts	13
B. Supplemental Contracts	14
Article VIII – Non-Renewal Procedures	15
A. Non-Renewal of Limited Contracts	15
B. Non-Renewal of Supplemental Contracts	15
Article IX – Evaluations	16
Article X – Complaints	17
A. Teachers	17
B. Board Policies/Administrative Procedures	18
Article XI – Teaching Qualifications, Assignments, Transfers and Vacancies	19
A. Qualifications	19
B. Teaching Assignments	19
C. Transfers	19
D. Vacancies	19
Article XII – Reduction In Staff	20
Article XIII – Leaves of Absence	21
A. Rules Governing	21
B. Sick Leave	22
C. Personal Leave – Non-Restricted	23
D. Professional Leave	23
E. Pregnancy Leave	25
F. Court Leave	25
G. Family and Medical Leave	25
Article XIV – Personnel Files	25
A. Personnel Files	25
B. Release of Personnel Information	25
Article XV – Public Records Request	26
Article XVI – Salary and Fringe Benefits	27
A. Payment of Salaries	27

TABLE OF CONTENTS
CONTINUED

B. Rules and Regulations of the Salary Schedule	27
C. Retirement Pay	27
D. Group Insurance	28
E. Hourly Rate	29
F. S.T.R.S. Pick-Up	29
G. Attendance Incentive	30
H. Life Insurance Policy	30
I. Mileage for Traveling	30
J. Tuition Reimbursement	30
K. Annuities	31
Article XVII – Local Professional Development Committee	32
Article XVIII – Agreement between the Botkins Local School Board of Education and the Botkins Federation of Teachers AFT/OFT Local #44884	33
A. Conformity to Law	33
B. Additional Items Agreed Upon	33
<u>Appendices</u>	
Appendix A - Certificated Salary Schedule Index	36
Appendix B - Extra-Curricular Salary Schedule Index	37
Appendix C - Grievance Report Form	34

ARTICLE I
RECOGNITION

A. Unit

The Botkins Board of Education recognizes the Botkins Federation of Teachers, Local #4484, AFT/OFT, as the sole and exclusive bargaining representative for all full and part-time classroom teachers, counselors, librarians, and special teachers, excluding the Superintendent, principals, supervisors, substitute teachers, any supervisory and administrative staff personnel with administrative contracts, and non-certified personnel.

B. Term of Recognition

The term of recognition shall be continuous unless the Botkins Federation of Teachers, Local #4484, AFT/OFT, is removed or replaced in accordance with the provisions of the Ohio Revised Code, Chapter 4117.

ARTICLE II
DEFINITIONS

Board – Whenever the term “Board” is used, it means the Board of Education of the Botkins Local School District that is party to this Agreement; also known as the Botkins Local Board of Education or its designated representatives.

District – Whenever the term “District” is used, it means the School District of Botkins, Ohio.

Employer – Whenever the term “Employer” is used, it means the same as District.

Principal – Whenever the term “principal” is used, it is to include the administrator of any work location, division or group and shall be defined in accordance with R.C. 4117.01(F).

AFT – Whenever the term “AFT” is used, it means the American Federation of Teachers.

OFT - Whenever the term “OFT” is used, it means the Ohio Federation of Teachers.

BFT - Whenever the term “BFT” is used, it means the Botkins Federation of Teachers, Local #4484.

Federation Representative – Whenever the term “Federation representative” is used, it means the Federation Building Representative, or his/her designee, a representative from the Ohio Federation of Teachers, or a representative of the office of the Botkins Federation of Teachers authorized by the president.

Employee – Whenever the term “employee” is used, it means a person who is a member of the bargaining unit as defined in Article I of this Agreement.

Teacher – Whenever the term “teacher” is used, it means the same as employee, i.e. a member of the bargaining unit. In reference to employee and teacher above, whenever the singular is used, the plural is also understood.

Days – Whenever the term “days” is used in this Agreement it shall, except in the case of an arbitrator’s thirty (30) day limit, mean working school days.

Bachelor’s Degree Lane - Teachers in the bargaining unit with a Bachelor’s Degree will be paid on the “Bachelor’s Degree” lane of the certificated/licensed salary schedule.

Five Years -No Master’s Lane - Teachers in the bargaining unit with at least one hundred fifty (150) semester hours of training or the quarter hour equivalent and a Bachelor’s Degree will be paid on the “Five Years-No Master’s” lane of the certificated/licensed salary schedule.

Master’s Degree Lane - Teachers in the bargaining unit with a Mater’s Degree will be paid on the “Master’s Degree” lane of the certificated/licensed salary schedule.

Master’s +15 Lane - Teachers in the bargaining unit with a Mater’s Degree plus at least fifteen (15) semester hours of training or the quarter hour equivalent will be paid on the “Master’s +15 ” lane of the certificated/licensed salary schedule.

Master’s +30 Lane - Effective 2010-2011 school year, the Botkins Board of Education agrees to add the following to the Salary Schedule on an ongoing basis:

Masters +30: 10 - 14 years - \$ 500.00
 15 - 24 years - \$ 750.00
 25+ - \$1,000.00 per year

ARTICLE III

NEGOTIATIONS PROCEDURE

A. Statement of Principles

1. The Board of Education of the Botkins Local Schools, hereinafter referred to as the “Board”, and the Botkins Federation of Teachers, hereinafter referred to as the “Federation”, state that the principles stated in succeeding sections of this document shall govern the negotiations process between the Board and the Federation.
2. “Good Faith” requires that the Board and the Federation be willing to react to each other’s proposals. If a proposal is unacceptable, the other side is obligated to give reasons why. Nothing in the Agreement shall compel either party to agree to a proposal or to make a concession.

B. Subjects of Negotiations

Representatives of the Board and the Federation will negotiate in good faith a salary schedule, fringe benefits, and other terms and conditions of employment covered in the Agreement.

C. Requests for Negotiations

1. If either of the parties desires to negotiate changes in salaries or other terms and conditions of employment, it shall notify the other party, in writing, not later than three (3) months and not earlier than four (4) months prior to the expiration date of any agreement of understanding reached pursuant to the terms of this negotiating procedure. Notification in writing from the Federation shall be submitted to the Superintendent. Notification from the Board shall be addressed to the President of the Federation. The above notifications shall include a list of items from each party to be the subject of negotiations.
2. Within fifteen (15) working days after receipt of such notice, an initial meeting will be held at which the Federation and the Board will submit their proposals in writing.
3. All meetings shall be in Executive Session.
4. In the first negotiations session, proposals shall be in written form and detail specifying that to which agreement is sought.
5. The items proposed shall constitute the total negotiations. No new items may be submitted unless by mutual agreement of both parties. Any items not submitted for negotiations and in the current Agreement shall remain in full force and effect in the successor agreement.

D. Negotiation Meetings

1. Negotiations meetings shall be scheduled at the request of the parties, and until negotiations are concluded, either party may request at each meeting a decision on the date, time and place of a subsequent meeting.
2. Meetings shall be scheduled at reasonable intervals to avoid conflict and interference with school and employment schedules.
3. Either party may recess for caucuses for thirty (30) minutes or as otherwise agreed,
4. Minutes of meetings may be kept by each party if it deems necessary, and only in such form and detail as it may determine advisable.

E. Representation

1. The representatives of the Board shall consist of not more than three (3) designees.
2. The representatives of the Federation shall consist of not more than five (5) designees, one (1) being the President of the Federation.

F. Assistance and Study Committees

Either party may call upon professional and lay persons to consider and make suggestions concerning matters under discussion. Each party agrees to pay for the service of consultants which it obtains.

G. Information

The parties agree to furnish, upon request and within five (5) working days, available information concerning the financial status of the District and such other available information as will assist parties in the development and evaluation of proposals.

H. News Releases

Neither party shall make a release to the news media regarding negotiations so long as good faith negotiations are in progress.

I. Agreement

1. Tentative agreement on negotiated items shall be reduced to writing and initialed by the representatives of each party. All agreements are tentative based upon the complete resolution of all issues.
2. The purpose of "tentative agreements" is to develop a package that will be submitted to the teachers and the Board for ratification. Initialing of tentative agreements shall be done in good faith.
3. When a tentative agreement is reached, the committee of the Federation must affirm acceptance of the agreement, first by a membership vote and then the same shall be presented to the Board for its decision. If approved, the agreement shall be binding on both parties.
4. Within thirty (30) working days after the signing, the Agreement shall be made available to all members of the bargaining unit and Board members. Both a paper copy and an online version will be available for all parties.

J. Dispute Settlement Procedures

The following constitutes a dispute settlement procedure mutually agreed to by the parties pursuant to Ohio Revised Code 4117.14 (C)(1)(f):

1. If agreement is not reached within sixty (60) days following commencement of negotiations; either party may at any time thereafter request the employment of a mediator, and the cost, if any, of such mediating service shall be shared equally by the Board and the Federation. However, after sixty (60) days from commencement of negotiation, should either side request that negotiations be extended before mediation will be extended up to thirty (30) additional days making a total number of days for any one (1) negotiating session ninety (90) days from the day of the initial meeting.
2. Mediation: Mediation will continue for thirty (30) days from the first meeting with the mediator unless both parties mutually agree to extend the process. The mediator shall be supplied by the Federal Mediation and Conciliation Service and be agreeable to both parties.
3. Fact Finding: If no agreement is reached during such mediation and if the mediator declares that an impasse still exists, a fact finder shall be mutually selected from a list of qualified Ohio residents provided by the American Arbitration Association or the State

Employment Relations Board. The fact finder shall, under such rules as he/she may establish, issue findings of fact and recommendations on unresolved issues to the Board and to the Federation not later than fourteen (14) days after his/her appointment, unless the parties mutually agree to an extension. Such recommendations may be accepted or rejected according to the procedures on Ohio Revised Code Section 4117.14C.(6). Thereafter, the parties shall have the rights established by Ohio Revised Code Section 4117.14 (D).

ARTICLE IV

RIGHTS

A. Management Rights

The Board retains and reserves unto itself, without limitations, all powers, rights, authorities, duties and responsibilities as conferred upon and vested in it by the laws and the Constitution of the State of Ohio including, but , without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system, its properties, facilities, and the activities of its employees.
2. To hire all employees subject to the provisions of law. To determine their qualifications, conditions for continued employment, dismissal, demotion, promotion or transfer of all such employees.
3. To establish grades and courses of instructions, including special programs, and to provide for athletic, recreational, and social events for students.
4. To decide upon the means and methods of instructions, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind.
5. To determine class schedules, the hours of instruction, the duties, responsibilities and assignments of teachers, and the terms and conditions of employment.

B. Federation Rights

The Board shall accord the following privileges to the Federation:

1. The Federation may purchase and hang a bulletin board in the teachers' workroom for its use.
2. The right to place Federation materials in the Federation teachers' mailboxes in each school.
3. To schedule the use of the school building with administrative permission for professional meetings when they do not conflict with previously scheduled uses.

4. To use audio-visual and duplicating equipment for their meetings. All materials duplicated for Federation purposes will be paid by the Federation.
5. The use of school telephones. All long distance calls made for Federation purposes will be paid by the Federation.

C. Exclusivity

The Board shall accord the following privileges to the Federation as the sole and exclusive bargaining agent. These privileges shall not be provided to any other agent who has as its purpose the representation of teachers in collective bargaining until such time as a valid and lawful challenge to the certification status of the Federation is recognized by S.E.R.B.

D. Dues Deduction

1. Upon written authorization by a teacher, the Board shall withhold deduction from pay for Federation dues. This authorization shall be submitted yearly to the Board Treasurer.
2. By teacher request, on forms provided by the Federation, deductions will be made for Federation dues. The deduction shall be in equal amounts for the ten (10) consecutive paychecks beginning with the paycheck in October.

E. Leave Privileges for the Federation

1. The Board shall grant up to a maximum of ten (10) teachers' days per school year for Federation members to attend Federation conventions, conferences or meetings without loss of pay. If substitutes are needed, the cost of the substitutes shall be the responsibility of the Board.
2. Requests for Federation leave shall be presented to the Superintendent at least two (2) days prior to the requested leave day, except in a case of an emergency and the Superintendent may waive the two (2) days notice. No more than three (3) staff members will be granted leave on the same day. Leaves shall not be granted on the following days:
 - a. During the first five (5) days of school.
 - b. During the last five (5) days of school.
3. Teachers, who for any reason, are engaged during the school day in representing the Federation in meetings with any representative of the Board or who participates in any professional grievance procedures shall be released from regular duties without pay loss or penalties. The school day shall not be used for such purposes except in very rare instances.

F. Payroll Deductions

1. Payroll deductions are a service to employees which will be honored by the Board within the limits established by law and the reasonable ability of the Board to provide such services. Forms authorizing payroll deductions will be developed by the Treasurer of the Board and will be available from that office.

2. By teacher request, payroll deductions will be made for tax-sheltered annuities and other items mutually agreed upon by the Federation and the Board. All such deductions shall be made in equal amounts per paycheck.
3. If an employee chooses to have payroll deductions, the employee will notify the Board Treasurer on the authorized form between August 15th and August 30th.

G. Advisory Council

1. The purpose of this council is to discuss problems and procedures relevant to the faculty and staff of Botkins School. The council's primary function is to serve as a liaison between the faculty and the administration. The council will be composed of Federation members, and is directly affiliated with this Federation. Contract or negotiated issues will not be considered appropriate for discussion, but these issues must be dealt with through the proper channels. The council shall function through open-minded and free discussion, and be open to but not limited to, items brought to the attention of its members.
2. Standing members shall include the following Federation representatives: High School, 1; Junior High, 1; Intermediate, 1; Primary, 1; the Superintendent and/or his/her designee. One (1) membership seat will remain "open" with one (1) representative invited from one of these areas on a rotating basis: counselors, coaches, vocational, special education, aides, special teachers (art, music, and physical education), and academic area teachers (science, mathematics, english, social studies, and foreign language).
3. The council may meet once a month (September through May).
4. The agenda for each meeting shall be submitted to the Superintendent/Federation by the no later than three (3) days prior to the meeting. Minutes of each meeting shall be kept by a designated faculty member. The Superintendent shall have the minutes typed and posted after each meeting. Any staff personnel with appropriate concerns should submit items for the agenda to their representative at least two (2) weeks before the regularly scheduled meeting.

ARTICLE V

GRIEVANCE

The administrative staff of the school shall endeavor to maintain relationships with certified/licensed personnel to develop and maintain desirable working conditions and morale. The Superintendent and his/her principals shall discuss problems and concerns of employees with staff members. Appropriate lines of two-way communication shall be initiated and maintained.

The Board intends in the grievance procedure to expedite the process for all parties concerned. This procedure, therefore, has as its goal the following:

- To be used after an attempt has been made to resolve a difficulty on a face-to-face basis between the parties concerned.

- To secure proper and equitable solutions to grievances at the lowest appropriate level, and to facilitate an orderly succession of procedures within which solutions may be pursued.

A. Definition

1. A grievance is a complaint by a member of the bargaining unit involving an alleged violation, misinterpretation, or misapplication of the terms of the written Agreement entered into between the Board and the Federation.
2. A grievant shall mean either (a.) an individual employee, (b.) group of employees having the same grievance, or (c.) the Federation.
3. The term "day(s)" when used in this Article, it shall, except in the case of the arbitrator's thirty (30) day limit, mean working school days.

B. Grievance Procedure

1. A grievance may be withdrawn at any level without prejudice or record.
2. No teacher shall file a grievance after the effective date of his/her resignation or termination of contract.
3. Processing of grievances shall be during non-school hours except as otherwise approved.
4. Forms for processing grievances shall be made available through the Federation.
5. While a grievance is in process of resolution, records of the grievance proceedings shall be confidential information.

C. Informal Procedure

Alleged grievances should be discussed in private, informal conferences between the parties involved within ten (10) days after the act or condition giving rise to the grievance. At least two (2) such meetings should take place between the parties before the grievance procedure is invoked. If the same alleged grievance is made by more than one (1) employee, only one (1) employee on behalf of self and the other complaints may process the complaint through the adjustment procedure. Names of all aggrieved parties shall apply on all documents related to the settlement of the grievance.

D. Formal Procedure

Level One:

1. If the matter is not resolved by the informal procedure, the grievant may initiate Level One of the formal procedure within ten (10) days of receiving the response following the informal meetings, and if authorized by the Federation, the grievance shall be submitted in writing to the administrator involved in the grievable incident on the Grievance Form (Appendix D).
2. The administrator shall within ten (10) days after receiving the grievance, give the aggrieved person his/her written decision, with a copy to the Federation President. Either party to the

grievance shall have the right to request a personal conference in order to resolve the grievance.

Level Two:

1. Within ten (10) days after receiving in writing the decision of the administrator in Level One, the grievant may appeal the decision of Level One to the Superintendent. The appeal shall be in writing and shall be accompanied by a copy of the decision of Level One.
2. Within ten (10) days after the delivery of the appeal, the Superintendent shall meet with all persons who participated in Level One.
3. Within ten (10) days after such meeting, the Superintendent will submit his/her decision in writing together with supporting reasons to the grievant, the administrators involved, and the Federation President.

Level Three:

1. Within ten (10) days after receiving the decision of the Superintendent, the grievant, if authorized by the Federation, may appeal the decision in writing to an individual who is acceptable to both the teacher filing the grievance and the Superintendent.
2. Within ten (10) days after selecting the neutral party, a hearing shall be heard on the grievance giving all persons who participated in Level Two a reasonable opportunity to be heard.
3. Within ten (10) days after the hearing, the third party individual shall submit his/her decision in writing together with supporting reasons to the grievant and the Superintendent.
4. This decision shall be final and binding on both parties. All costs incurred in Level Three shall be shared equally between the Federation and the Board.

E. Representation in Grievance Procedures

1. The aggrieved shall have a representative(s) present at any stage of the formal grievance procedure. Such representation shall be with approval of the Federation.
2. No aggrieved person, at any stage of the formal grievance procedure, will be required to meet with any administrator concerning the grievance without Federation representation.

F. Involvement With Higher Authority

If a grievance arises from the action of authority higher than the principal of a school, the aggrieved person and/or the Federation may present such grievance at Level Two of the Grievance Procedure. Such grievance shall be filed within ten (10) days following the act or condition upon which said grievance is based.

G. Failure To Communicate A Decision

Failure at any level of the procedure to communicate the decision on the grievance within the time limit specified shall permit lodging an appeal at the next level of the procedure.

ARTICLE VI

TEACHING CONDITIONS

A. Teacher Contract Days

1. The required number of contract days for all teachers in the bargaining unit shall be one hundred and eighty-four (184) days.
2. The starting date, ending date, vacation periods, holidays, parent-teacher conference days and teachers' work days will be reviewed annually by the Board and the Federation. The Board shall consider the recommendations made by the Federation concerning the above prior to the above prior to the adoption by the Board.

B. School Day

The length of the school day in the elementary and the secondary school shall be determined in part by minimum standards and cooperation with other schools in the J.V.S. school district.

1. The teachers shall arrive no later than 7:45 A.M. and remain until 2:45 P.M. Exceptions may be made as the need would arise.
2. Any teacher may, upon the approval of the administration, leave earlier than the set time when necessary.
3. All teachers are expected to attend faculty meetings as scheduled.
4. Teacher workdays shall consist of the following:

Opening day will consist of 4.5 hours (exclusive of lunch) for faculty meetings. Attendance at Open House will be mandatory for 2 hours at a date and time established by the BOE.

Closing day will consist of 4 hours (including lunch) for closing out the school year. Attendance at graduation will be mandatory for 2 hours at a date and time established by the BOE.

If a teacher member is unable to attend either Open House or graduation, a written request must be submitted to the superintendent 2 weeks prior to open house or graduation stating the reason that he/she is unable to attend. The superintendent will approve/disapprove the request on an individual basis. If the absence is excused, the staff member must make up the time at a mutually agreed upon time and date. If the absence is not excused and the staff member states that he/she will not be attending a pay deduct will be issued for those 2 hours. Sick leave will not be granted unless an emergency arises that will require documentation.

C. Early Dismissal

Whenever school is dismissed early, canceled, or delayed in starting for students, teachers shall be released from duty for the same period of time. (Example: School delayed one (1) hour for students – teachers may arrive one (1) hour later than the normal arrival time.) Any time to be made up required by law shall apply to teachers and students.

D. Planning and Preparation Time

Teachers shall have the equivalent of one (1) preparation and planning period each work day. Such time may be used for counseling individual students, for conferences with parents, for preparing for class, or for other school-related activities. School-related activities which necessitate the leaving of the building may be accomplished with the approval of the principal.

E. Substitute Teachers

Substitute teachers shall be provided for absent teachers. In the event that no substitute is available, the administrator can request that a regular teacher fill the assignment from within the staff.

F. Staff In-Service

1. All full-time teachers shall be required to have at least twelve (12) hours of approved in-service time per year – a year being from June 1st to July 30th of the following year. This twelve (12) hour requirement may be met by participation on: Board-approved in-service days, during the summer, with workshops, conferences, classes, and/or other educationally-related activities. This twelve (12) hour requirement shall fulfill two (2) days of the one hundred and eighty-four (184) day total.

Teachers shall be required to attend one 3 hour session if scheduled by the administration annually.

Prior approval of the Superintendent is required for exceptions to this process.

2. No professional days granted and/or paid by the Board shall be approved as in-service.
3. All in-service shall have the prior approval of the administration. Approval of in-service credit shall be requested and/or considered by filling out an in-service request form prior to the in-servicing. Teachers shall be notified in writing of approval or denial, and teachers shall be notified in writing of acceptance upon submission of completion.
4. In-service activities shall be directly related to one's area of teaching, certification/licensure, or present extra-curricular duties unless an interest or relevance can be demonstrated to foster enrichment.
5. When teacher evaluations reflect an area of weakness, the teacher shall direct his/her in-service time to that area. Whenever a teacher so requests in writing, the administration shall assist in finding the desired in-service activities.
6. No more that four (4) hours of in-service credit shall be granted toward all assigned extra curricular duties per year.
7. Application for in-service credit shall be submitted to the administration within one (1) week of its completion. Notification of approval, and acknowledgement of completion shall both be verified in writing within one (1) week of the submission of the respective forms.
8. No in-service credit shall be granted for any activity which is paid in full or part by the Board. (Example: A convention on Friday which extends into a Saturday or an evening.)

9. Teachers not meeting the in-service requirements shall have a deduction in pay equal to the amount of time not completed on the in-service requirements on the check following the July 30th deadline.

G. Grade Alterations

The grade of a teacher is the record of the teacher's evaluative judgment of the work of a student. The teacher shall be considered the expert in evaluating the work of his/her students, and the integrity of the teacher in grading the student will be respected. The grade given by a teacher shall not be changed by another person without consultation between the Superintendent, the teacher concerned, and other persons involved. The decision of the Superintendent is final. An error shall be corrected following a conference between the Superintendent and the teacher involved. No minimum or maximum limitation shall be set on the number of students who pass or fail.

H. Teacher Aides

Teachers shall have the services of an aide or aides to take care of non-teaching duties such as: lunchroom, bus duty, study hall, recess, morning supervision, restroom, clerical, money collection, etc. The principal shall assign the aide or aides to perform such duties after working cooperatively with teachers to determine what duties they want assigned to the aide or aides.

It is the purpose and intent of this section to provide aides to meet the needs of the teachers. Elementary and secondary teachers shall have the services of an aide or aides at the rate of at least 1.2 hours times the number of teachers per week.

Qualifications and training guidelines for preparing teacher aides shall be developed with the approval of the Federation.

I. Student Discipline

Both parties recognize that the primary responsibility for the maintenance of good discipline rests with the classroom teacher. The Board and the Federation agree that the adjustment of behavior problems is the joint responsibility of teachers and administrators. Administrators shall act with reasonable dispatch to render assistance to the teacher resolving behavior problems within the guidelines established by the Board in the Student Handbook.

J. Criminal Records Check

The parties acknowledge that R.C.3319.39 requires the Board to release from employment someone who has been hired subject to the condition that he or she meet the standards of R.C.3319.39, relative to records checks and fail to do so. If the records check on such a person discloses a conviction or guilty plea which disqualifies the person from employment in a position in the bargaining unit, the following procedure shall be followed:

1. Upon receipt of the report from the Bureau of Criminal Identification and Investigation, the Superintendent or designee shall give the person a copy of the report and written notice of the Superintendent's intention to release the employee from employment pursuant to O.R.C.3319.39.

2. The Superintendent shall hold a conference promptly with the person who is subject to an adverse criminal records check and provide that person with an opportunity to challenge, explain, or rebut the criminal record report as the basis for required release from employment under the law.
3. The Superintendent then shall determine whether the statute requires release of the employee and shall notify him or her of the Superintendent's decision in writing. The Superintendent's notice shall contain the effective date of the release, and the release shall become effective at the time specified by the Superintendent.

This section is the exclusive procedure for release of a bargaining unit employee from employment because of an adverse criminal records check in accordance with O.R.C.3319.39.

K. Supplemental Learning Programs

Programs such as Virtual High School and IVDL are designed to supplement existing programs, not supplant them.

ARTICLE VII

CONTRACTS

A. Regular Contracts

Contracts are by and between the individual and the Board.

1. Beginning teachers shall be issued a one (1) year "probationary" contract.
2. If re-employed, the second contract issued to such teacher shall be a one (1) year limited contract.
3. If re-employed and evaluations are satisfactory, the third and subsequent contract issued to such teacher shall be a three (3) year limited contract.
4. If evaluations or written documentation in the teacher's personnel file indicate that the teacher's performance is unsatisfactory, a one (1) year probationary contract may be issued at the end of any contract period.
5. To be eligible for a continuing contract, a teacher must hold a valid Ohio five (5) year license or permanent certificate, and have at least three (3) of the last five (5) years of teaching service in the Botkins Local School District. Teachers who have had a continuing contract in another school district in Ohio shall become eligible for a continuing contract after serving a two (2) year period in the Botkins Local School District and have completed the coursework required under Ohio law.
6. Teachers who have met all requirements to become eligible for a continuing contract but who have, in the opinion of the Superintendent, certain deficiencies shall, if re-employed, be placed on a probationary contract for a period not to exceed two (2) years in accordance with Section 3319.11 of the Revised Code. The teacher shall be notified in writing of such

action on or before April 30th of the year in which the teacher's limited contract expires. Such notice shall be in writing with reasons directed at the professional improvement of the teacher.

7. A teacher who becomes eligible for a continuing contract during the term of a multi-year contract will be granted a continuing contract upon the recommendation of the Superintendent and approval of the Board. If the Superintendent does not recommend the teacher for a continuing contract, or the Board does not approve the same, the multi-year contract will stay in effect. Such continuing contract shall take effect immediately upon approval of the Board.

B. Supplemental Contracts

1. The Board will issue supplemental contracts for each supplemental area. Supplemental areas are those that are listed on the supplemental salary schedule. The contract will state the duties and the amount of salary for the position. All supplemental contracts shall be for one (1) year. Job descriptions will be made available to teachers upon request.
2. Teachers shall receive supplemental salary in one lump sum or two equal payments.
3. All supplemental contracts shall be limited contracts and shall be renewed by July 15th of the year of expiration in accordance with the provisions of O.R.C. 3319.11.
4. All supplemental contracts shall first be offered to all interested regular classroom teachers employed and deemed qualified by the Board. If no such teacher accepts the position, the Board may offer the position to a person not employed by the Board in accordance with State rules and regulations.
5. Positions on the supplemental duty salary schedule may be added or deleted by action of the Board. However, compensation for any position added by the Board will be negotiated with the Federation.
6. Years of service on the supplemental duty salary schedule shall be defined as continuous years in the District in the same or comparable position.

Example:

1 year Junior Class Advisor + 2 years Senior Class Advisor = 3 years experience

1 year Girls' Varsity Basketball + 2 years Boys J.V. Basketball =
1 year of experience in Varsity Basketball and
2 years of experience in Boys J.V. Basketball.

C. Evaluation Reports

1. Written evaluation reports shall point out the various strengths of the teacher and will inform the teacher of those areas that are in need of improvement. The duty of the evaluator will be to assist the employee in achieving goals by listing specific recommendations for necessary improvements in their job performance and the means by which the teacher may obtain assistance in making such improvements. Each teacher shall be provided assistance to correct professional difficulties and the time to incorporate the recommended changes.
2. A copy of the dated evaluation report shall be given to the teacher for signing before being placed in his/her personnel file. The evaluation report shall include a place for the employee's signature which indicates that he/she has seen but does not necessarily agree in total or in part with its contents. Teachers may make written comments, in addition to the evaluator's conclusions, which will be included with the evaluation.
3. The evaluation form shall be used uniformly in the teacher's area of assignment. It shall be the only form used for evaluation and shall cover a teacher's performance in the classroom and in the system.
4. If the Administration and/or Federation request a change in the forms on or before the January 1st preceding the school year affected by a proposed change, an evaluation committee will be formed to review the forms. The committee shall be comprised of the Superintendent, administrators, and three (3) Federation representatives, but may consider information from outside sources or consultants. This committee will make its recommendations to the Board by April 1st.

D. This evaluation procedure shall supplement the statutory procedure outlined in Ohio Revised Code, Section 3319.11.

E. Provisions of this Article shall not apply to extra-curricular or other supplemental contracts.

ARTICLE X

COMPLAINTS

A. Teachers

Any complaint arising from a teacher's instructional performance of duties as an employee of the Board shall not become a part of the teacher's personnel file without the following:

1. Teachers shall receive written notice of all complaints regarding their work performance, if such complaints could result in disciplinary action or be reflected in a teacher's evaluation by the administration, within three (3) working days of the time such a complaint is received by the principal and/or Superintendent.
2. No anonymous or hearsay complaints or concerns against a teacher shall be used as a basis for termination of employment or disciplinary action, or be reflected in an employee's evaluation, or become a matter of written record.

3. Upon receipt of the above notice, the teacher shall have the opportunity to settle the complaint.
4. A meeting involving the teacher(s), the principal, and the complainant will be arranged at a mutually convenient time to discuss the complaint. If the complainant refuses to meet with the teacher(s) and the principal within thirty (30) days, the complaint will be withdrawn from the principal's file and destroyed in the presence of the teacher(s).
5. If the complainant or teacher(s) is dissatisfied with the principal's disposition of the complaint, the matter may be appealed to the Superintendent who shall attach a statement describing the manner in which the complaint was handled and forward the complaint to the Superintendent. The teacher may attach his/her own statement to the complaint.
6. If the complaint or teacher(s) is dissatisfied with the principal's disposition of the complaint, the matter may be appealed to the Superintendent who shall hold a hearing in which the participants shall include the involved teacher(s) and the teacher's principal. The complaining party may be present if the party desires.
7. In each of the steps above, a teacher may be accompanied by a Federation representative.
8. Conferences regarding such matters shall be in private.
9. Nothing shall prohibit the Board from acting on its own to investigate a non-instructional complaint by a complainant.

B. Board Policies/Administrative Procedures

Teachers with complaints and/or problems related to Board policies and/or administrative procedures, and such matters, are not part of this contract nor subject to use under the grievance procedure herein, shall have access to the following, in order of the listing, to attempt to resolve such problems and/or complaints.

1. First, the matter should be discussed with the building principal.
2. If the matter is not resolved in discussions with the building principal, the teacher may request and will be offered the opportunity to discuss the issue with the Superintendent.
3. If the matter is not resolved in discussion with the Superintendent, the teacher may request and will be offered an opportunity to discuss the matter with the Board.

A teacher may have a Federation representative at all levels, at the teacher's request.

ARTICLE XI

TEACHING QUALIFICATIONS, ASSIGNMENTS TRANSFERS AND VACANCIES

A. Qualifications

1. The Board shall employ on the instructional staff only those persons who are certified/licensed to teach in the appropriate subject field.
2. Non-degree teachers shall not be employed by the Board except in emergency situations.

B. Teaching Assignments

1. Teachers shall not be assigned outside the scope of their teaching certificates/licenses in the elementary school or their major or minor fields of study in the secondary school except in emergency situations.
2. All teachers in the employ of the Board shall be notified of his/her assigned grade level and subject for the ensuing year before the end of the school year or as soon as possible.
3. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignments in the secondary grades will be notified and consulted by their principals as soon as possible.

C. Transfers

1. The teacher seeking transfer will be fully certified/licensed in the areas where the vacancy occurs.
2. The Superintendent will keep a file of teachers interested in transferring to other positions for use when vacancies arise during times when school is not in session.
3. Teachers will give Superintendent written notice by the end of the year indicating that they are interested in transferring to other positions if they become available.

D. Vacancies

1. Whenever a vacancy occurs or a new position is created in the teaching staff, present faculty members who are qualified will be given notice concerning that position. Applications for that position must be received within one (1) week of notification.
2. If the vacancy occurs during the school year, notice of such vacancy will be posted. Present faculty members may then apply for transfer to that position.
3. Posting of Vacancies

All vacancies shall be posted and all interviews shall be completed prior to a vacancy or new position being filled.

Teachers shall be kept informed of vacancies through action of the administration by:

- a. Including a list of existing vacancies in the teachers' pay envelopes as they occur.
 - b. Posting on the office bulletin board a list of vacancies as they occur throughout the school year.
 - c. Giving a copy of this list to the Federation President.
4. Vacancies shall include:
- a. Teaching positions.
 - b. Extra-curricular positions.
5. Vacancies need not be posted for positions that will be filled by a teacher on the Reduction-In-Force list.

ARTICLE XII

REDUCTION IN STAFF

- A. The administration of the Botkins Local School District and the Board reserves the right to reduce staff (RIF) as a result of a decrease in enrollment, return of regular teachers from a leave of absence, for financial reasons, or by reason of suspension of schools or territorial changes.
- B. Teachers whose contracts are non-renewed, suspended or reduced due to a reduction in staff shall be placed on a recall list for a period of sixteen (16) months for rehiring. A sixteen (16) month period shall begin May 1st. Rehiring shall be in the basis of seniority and certification/licensure. As vacancies occur, a teacher with the most seniority and valid certification/licensure for the vacancy shall be offered the position. The teacher shall be sent a notice of the vacant position by certified mail at his/her current address. The teacher shall be responsible to leave his/her current address with the office personnel. The notice will be deemed as delivered if the certified mail receipt is returned to the District signed unclaimed or non-deliverable.

The teacher notified shall accept the position offered within seven (7) days of the delivery or attempted delivery of the notice. Failure to accept the position offered within the stated time line will cause the teacher's name to be removed from the recall list. The Board will have no obligation to rehire a teacher who has refused to accept the position.

- C. If staff reduction is deemed necessary, the reduction shall be made as follows based upon the Superintendent's recommendation:
1. To the extent possible, the teachers affected by a reduction in staff will be minimized by not employing replacements for the following school year for employees who retire, resign, die, or whose limited contracts are not renewed for reasons other than reduction in staff. The Board does, however, reserve the right to ensure that teachers needed in certified/licensed areas are properly certified/licensed to teach in those areas. Teachers whose contracts

have been non-renewed suspended or reduced for reduction in force reasons shall be given priority in being rehired if such teachers possess the proper certification/licensure needed.

2. In the event that attrition is not sufficient to accomplish the reduction, reduction shall be accomplished by non-renewal, suspension and the reduction of contracts. A teacher who is non-renewed, suspended or reduced for reduction in force reasons shall have that so stated on his/her evaluation form. Those contracts shall be non-renewed in the following manner:

All teachers employed by the Botkins Local School System shall be placed on a seniority list which designates all the teaching fields for which a teacher holds valid certification/licensure. The list shall determine the order of the reduction in force.

D. Seniority will be defined as:

1. Those teachers who are tenured for the longest period of time, beginning with the first year he/she received tenure while in the Botkins Local School System.
2. Those teachers who are non-tenured and with the greatest number of years of experience in the Botkins Local School System.
3. If two (2) or more teachers have the same number of years experience in the Botkins Local School System, the Board reserves the right to determine which teacher or teachers will be released.
4. Experience shall not include military time, disability, retirement, or leaves of absences.
5. Any teacher being affected by RIF may elect to displace a less senior teacher in any area in which they hold proper certification/licensure.
6. The seniority list shall be formulated prior to April 15th of each calendar year if a reduction in force is deemed necessary, and shall be made available upon request to any teacher who desires to see it.

ARTICLE XIII

LEAVES OF ABSENCE

A. Rules Governing

1. The Board may grant a leave of absence upon written request for the following reasons:
 - a. Illness
 - b. Disability
 - c. Pregnancy
 - d. Education/Professional
2. If requested, an extension of the leave of absence may be considered by the Board.

3. If extended leave is used, it is the teacher's (employee's if applicable) responsibility (and cost) to convert his/her hospitalization coverage to a direct-payment plan.
4. Upon return to service of an employee, at the expiration of a leave of absence, he/she shall resume the contract status which he/she held prior to such leave.

B. Sick Leave

1. Sick leave will be granted according to O.R.C. 3319.141 enacted by the Ohio Legislature and policies established by the Board. The law provides one and one-fourth (1 ¼) days per month each calendar year of employment.

The maximum accumulation of sick leave shall be two hundred ten (210) days.

2. For absence of the employee due to personal illness, injury, pregnancy, or exposure to contagious disease which could be communicated to other employees.

3. For absence of the employee due to illness or injury of someone in the employee's immediate family. In this section, the employee's immediate family is defined to mean: The husband, wife, children and any other relative permanently living in the home of the employee.

Teachers shall be allowed up to six (6) sick leave days of the annual fifteen (15) sick days for illness of their father, mother, father-in-law, mother-in-law and non dependent child.

For absence of the employee due to death in the immediate family of an employee. In this section, the employee's immediate family is defined to mean:

A maximum of 5 days of paid sick leave will be granted for a death in the family of the father, mother, brother, sister, son, daughter, husband, wife, grandchild or any other relative permanently living in the home of the employee.

A maximum of 3 days of paid sick leave will be granted for a death in the family of the father-in-law, mother-in-law, son-in-law, daughter-in-law.

A maximum of 1 day of paid sick leave will be granted for a death in the family of the brother-in-law, sister-in-law, grandparents or grandparents-in-law.

Unpaid days can be granted if special circumstances are presented.

Employees must call an administrator or immediate supervisor a minimum of one (1) hour prior to their scheduled work time if they are sick. Employees who need to leave work early due to a illness or family illness must notify an administrator before leaving.

An online sick leave form must be completed and signed when returning to work.

An employee requesting a full day of sick leave for a doctor's appointment needs to offer an explanation on the leave request form as to why a full day of sick leave is required for a Doctor's appointment.

Employees will use sick leave in quarter (1/4) day increments for doctor's appointments. An employee requesting more than one-quarter day for a doctor's appointment must provide an explanation on the leave request form as to why more than one-quarter day of sick leave is required for the doctor's appointment. If sufficient documentation is not provided, then a pay deduct will be issued in quarter (1/4) day increments.

4. Each beginning employee shall be allowed a minimum of five (5) days sick leave credit per year. This is included in the maximum fifteen (15) days per year which may be accumulated. This in effect advances an employee five (5) days of sick leave credit at the beginning of the school year, providing that the employee has less than five (5) days accumulated at that time.
5. Teachers will be notified in writing at the end of each school year of their total amount of accumulated sick leave.
6. A request for sick leave, extending beyond a six (6) week period, must be accompanied by a written statement from the teacher's physician in charge stating the reasons for the request.

C. Personal Leave – Non-Restricted

1. Each teacher shall be entitled to three (3) days of personal leave with full pay and employment status to be taken at the teacher's discretion.
2. Requests for personal leave shall be presented to the Superintendent at least two (2) days prior to the requested leave day, except in a case of an emergency and the Superintendent may waive the two (2) days notice. No more than two (2) staff members will be granted personal leave on the same day. No more than four (4) teachers will be out on a given day for personal/professional leave unless substitutes can be found. Approvals will be made on a first come first serve basis.

Personal leave shall not be granted on the following days:

- a. During the first five (5) days of school.
 - b. During the last five (5) days of school.
 - c. On any professional conference days.
 - d. During State mandated testing.
(The Superintendent may grant if special circumstances exist.)
3. All requests for personal leave must be approved by the Superintendent. Written notice of approval or disapproval will be given to the teacher requesting such leave. Teachers may apply for a partial personal day (1/2 day).

D. Professional Leave

1. All employees of the Board are expected to participate in professional activities which operate for the benefit of the School District.
2. Teachers shall have the opportunity of applying to the Superintendent for released time to attend professional meetings (to include acceptable visitation). This leave must be approved by the Superintendent.
3. The school administration shall attempt to supply a substitute for the employee who is released for professional leave.

4. Each member of the bargaining unit may request two (2) professional days per year for professional growth activities. Additional days may be granted upon approval of the Superintendent.
5. In order to apply said leave, the employees must:
 - a. Submit a request on the designated form ten (10) calendar days in advance of said leave.
 - b. Secure the signed approval of the building principal.
6. Each application of said leave shall include the following:
 - a. Date, location, title of event (when available) and total cost estimate.
 - b. Signed approval of the building principal.
7. Employees granted said leave will be notified in writing within five (5) working days of the filing of the request. Any requests not granted shall be returned to the employee within the same said time frame with a written explanation for the denial.
8. While on professional leave, the employee will receive the regular rate of pay, and a substitute will be employed by the Board. No taxes will be paid by the Board of Education if incurred due to the failure of an employee to file tax exempt forms or failure to use the business credit card. Employees on said leave will be reimbursed according to the following rate schedule:

Registration Fees:	100% - If the employee fails to register before the deadline and does not receive the conference rate, the employee will be responsible for the additional charges. Proof of conference rates must be provided to the Superintendent.
Meals:	\$15.00 per day for one day trip or \$25.00 per day for multiple day trip.
Lodging:	100% of the single rate at the conference hotel per night with a purchase order.
Travel:	Rate established by the Board of Education annually.
9. For reimbursement, employees must complete the travel expense form and provide the Board office with all receipts within ten (10) days after conclusion of said leave.
10. Employees must submit a brief summary of the conference or workshop. This summary must be submitted with the request for payment.

E. Pregnancy Leave

If requested in writing prior to childbirth, employees shall be granted a leave of absence without pay due to pregnancy. The leave of absence will not be extended beyond the current school year in which it is given and in which childbirth takes place.

F. Court Leave

Teachers who serve on jury duty or are subpoenaed to testify under circumstances which are not in the control of the teacher will receive full salary during the period of such service subject to their remittance to the Board an amount equal to the amount of compensation paid them for such service.

G. Family and Medical Leave

In applying for the Family and Medical Leave Act of 1993, employees shall have the right to choose to take leave under the act in lieu of any other available leave. Employees may also choose to use some or all leave days available through other provisions of this Master Agreement prior to or subsequent to the use of Family and Medical Leave. The thirty (30) day advance notice required by the act shall be submitted to the District Treasurer on the FLMA form. Forms may be obtained from the Superintendent.

Employees may obtain complete details of the Family and Medical Leave provisions or FLMA request forms from the District Treasurer.

ARTICLE XIV

PERSONNEL FILES

A. Personnel Files

1. Employees may periodically review their official central office personnel files or personnel files maintained in the building principal's office. Either the principal, the Superintendent, or his/her designated representative shall be present during such review. The employee shall have the right to bring a member of the Executive Committee to the review.
2. The employee shall have the right to copy at his/her own expense, any and all materials contained in the file. The employee shall also have the right to reply in writing to any material contained in the file, which concerns the conduct, personality, character, or performance of the employee, and have the reply attached to the material in the file.
3. No material shall be placed in a teacher's file without identification of the author or source and the date of such material.

B. Release of Personnel Information

A major responsibility of the Botkins Local School System with respect to its entire staff is to protect the privacy of personnel information.

Release of personnel information can be most effectively achieved under the following operational guidelines.

1. Any person seeking to examine a public record maintained by the Botkins Local School District shall submit a request in writing to the Superintendent.
2. A date and time shall be set by the Superintendent for the person making the request to conduct the examination, which shall be scheduled consistent with public records laws. If multiple records of records involving multiple employees are sought to be examined, the examinations may be set for multiple days and/or times, giving consideration to balancing the rights of the public to access the public records and the rights of the employees as provided by appropriate collective bargaining agreements and the administrative time involved in complying with the requests to examine public records.
3. The Superintendent, or his/her designee, must be physically present during the examination of any public record.
4. If there is a request by a member of the public to review a teacher's personnel file, the teacher shall be given notice of the time and date when the person will review the file. If there is a request by a member of the public to copy a teacher's personnel file, the teacher shall be given notice of that request.
5. Copies of records shall be made available to any person who has examined that record at a cost established by the district.
6. The public will not have access to the following personnel records:
 - a. Medical Records
 - b. Records pertaining to adoption, probation, or parole proceedings
 - c. Trial Preparation Records
 - d. Confidential Law Enforcement Investigatory Records
 - e. Records the release of which is prohibited by State or Federal law
 - f. Pre-Employment Records

ARTICLE XV

PUBLIC RECORDS REQUEST

If a public records request is made which involves any certified staff member the staff member needs to be notified prior to any records being released. The employee may also request to see what documents are provided.

ARTICLE XVI

SALARY AND FRINGE BENEFITS

A. Payment of Salaries

Annual salaries shall be paid in equal installments. Payments will be made bi-weekly on Friday, beginning with the first pay period of the school year in September. The first pay date shall be no later than the third Friday after school begins. Teachers will have their salary prorated over twelve (12) months. Salaries of all employees will be directly deposited into a financial institution of his/her choice. Each teacher will be issued a statement every pay period with the appropriate pay information. Direct deposit can be made into a maximum of 2 separate accounts/institutions. Each teacher has a right to make 1 change per school year.

B. Rules and Regulations of the Salary Schedule

1. The regular and supplemental salary schedule for teachers shall be attached to this Agreement.
2. Teachers who earn additional credits to qualify for a higher salary level shall file an official transcript from an accredited college or university, or submit an official communication from the registrar of the respective institution. Advancement from one training level to another will be made only at the beginning of the school year or by September 15th.
3. Years of experience shall include only those years spent in professional employment of accredited schools, including up to five (5) years of full time military service. Up to ten (10) years experience credit shall be given for service outside the Botkins Local School System.
4. Partial year must consist of at least one hundred and twenty (120) days as an elementary or secondary teacher or eight (8) continuous months of military service in order to be credited on a full year.
5. Statement of wage earnings will be emailed to an email account provided by the employee to the Treasurer's office.

C. Retirement Pay

Retirement pay shall be a one time, lump sum payment according to the following provisions:

1. Eligibility – An employee's eligibility for retirement pay shall be determined as the final date of employment.

The criteria are:

- a. The individual retires from the Botkins Local School System.
- b. Retirement – disability or service retirement under STRS in Ohio.
- c. The individual must be eligible for disability or service retirement within one hundred and eighty (180) days of the last date of employment.

- d. The individual must, within one hundred and eighty (180) days of the last day of retirement, prove acceptance into the State Teachers Retirement System.
- e. Must have not less than five (5) years of service with the Botkins Local School District.
- f. Must sign certifying all eligibility criteria have been met.
- g. Retirement shall include death in which case the retirement payment shall be made to the estate of the deceased.

2. Benefit Calculation

- a. The number of days received shall be based upon twenty-five (25%) of unused accumulated sick leave, forty-five (45) days maximum.
- b. The dollar amount will be calculated by multiplying the number of days (as determined by the above formula) times the employee's daily rate at the time of retirement minus additional duties or supplemental pay. The divisor for determining the daily base rate shall be the number of contract days.

3. Payment

For a Retiring teacher attaining the age of 55 or older in the year of separation of service:

In lieu of accumulated sick , the Botkins School Board will make a contribution in an amount equal to the afore mentioned accumulated sick pay to the Botkins Schools Employer 403(b) Plan adopted by the school board on May 13, 2009. All sick leave will be eliminated.

For any employee not included in this group, one lump sum payment will be made paying this accumulated sick and all accumulated sick leave will be eliminated.

D. Group Insurance

1. Medical/Hospitalization, Prescription and Dental Plans

The Board agrees to pay 100% of the premiums for the HSA plan for medical/hospitalization, vision and dental group insurance for a period of twelve (12) months on behalf of each employee effective January 1, 2012 for the 2011-2012 school year.

For the 2011 – 2012 school year, \$2,100.00 will be deposited in the Health Savings Account account for each employee enrolled in the HSA insurance option. This board contribution will be deposited quarterly. These deposits will be made on the 1st pay in September, December, March and June. If the employee drops health insurance, no deposit will be made to the HSA account.

Note:

The Treasurer's office needs to be notified of any health insurance changes by August 13. Anyone wanting to enroll in health/dental insurance must do so in November for a January 1 qualifying date unless the employee has a qualifying event (such as marriage, divorce, etc...).

Anyone wanting to enroll in vision insurance needs to sign up for this by August 13 with coverage to start September 1.

Employees may make one lump sum deposit to their HSA account via payroll deduction in addition to regular payroll withholdings per school year.

Upon request, the Board shall supply all staff with information concerning their specific coverage.

2. Section 125 Plan

The Board agrees to implement and pay the start up fees for a plan that allows teachers to tax-shelter costs that they pay for insurance premiums.

3. Continuance of Coverage

The Board will maintain group health, vision and dental insurance plans for its full-time employees. Such coverage is outlined in the Benefit Plan available to each employee. Plan options are those agreed upon by the Shelby County Insurance Consortium. The Board reserves the right to select and/or change carriers or third-party administrators as agreed upon by the Shelby County Insurance Consortium.

4. Cost Containment Incentive

Employees, who elect not to participate in any of the medical/hospitalization, vision and prescription, insurance programs, shall receive three thousand five hundred dollars (\$3,500.00). Payment for the non-participation incentive shall be issued semi-annually. The first payment will be issued on the 2nd pay in January. The second payment will be issued on the last paycheck of the school year in August.

Note:

The Treasurer's office needs to be notified of any health insurance drops by August 13. Anyone wanting to drop insurance must do so by August 13 for a September 1 effective date in order to qualifying for the cost containment incentive.

E. Hourly Rate

Certificated/licensed employees performing hourly services such as detention and Saturday School shall be paid sixteen dollars (\$16.00) per hour. Hourly services such as tutoring shall be paid eighteen dollars and fifty cents (\$18.50) per hour. The LPDC coordinator will be eligible for hourly tutoring rate for hours spent beyond the school day. If it becomes desirable or necessary to increase the hourly rate for one (1) position, the higher hourly rate shall apply to all hourly rate positions. The time card will be signed by the principal and teacher and turned in by the principal to the Board Treasurer for payment.

F. S.T.R.S. Pick-Up

The Board shall "pick-up" the teacher's full contribution to the State Teachers Retirement System as authorized by S.T.R.S. Rule 3307-1-23, Federal Revenue Ruling No. 77-462 and O.A.G. 82-097. Under these provisions the Board, upon proper application with S.T.R.S., shall not deduct state, federal or local taxes on the amount of the teachers' total required contribution to S.T.R.S., and such shall be noted on or with the individual teacher's W-2 form.

G. Attendance Incentive

The Board recognizes the need of keeping regular teachers in the classroom as much as possible. Therefore, an incentive for excellent attendance is proposed. This incentive will be prorated for teachers of less than fill-time status. Only teachers who work the entire school year are eligible.

1. Sick Leave Incentive:

The Board shall provide the following incentive pay:

\$300.00 – No sick time used.

\$200.00 – Any class time up to one (1) sick day used.

\$100.00 – Any time up to two (2) sick days used.

The above bonus shall be paid by August 15th.

2. Personal Leave Incentive

Any teacher who has three (3) personal leave days left at the end of the school calendar year shall receive a bonus of two-hundred (\$200.00) dollars. Any teacher who has two (2) personal days remaining will be paid one-hundred twenty (\$120.00) dollars. A maximum of two days may be carried over to the next school year. A staff member may have no more than five (5) personal days total per school year. A teacher may not use 5 consecutive personal days.

The above bonus shall be paid by August 15th.

H. Life Insurance Policy

The Board of Education will annually pay the full premium for life insurance in the amount of \$25,000 during the employment period of the staff member.

I. Mileage for Traveling

Those teachers required to drive between buildings during their regular school day, and teachers who drive to administration-approved functions outside of regular school hours in their personal vehicles, shall be compensated at the rate set by annual Board adoption such compensation to school functions outside of regular hours shall be for miles driven from school to the event and back.

Teachers shall submit to the Board Treasurer a record of miles traveled on a form provided by the Board.

J. Tuition Reimbursement

- a. Any certified employee who is approved in advance and enrolls in a graduate level course for graduate level credit related directly to the employee's current teaching assignment or area of service, or which leads to additional certification in other areas approved in advance

by the Superintendent, and taken through a State of Ohio approved, accredited institution for teacher education shall receive 75% reimbursement not to exceed \$100 per semester hour and not to exceed \$70 per quarter hour.

- b. Successful completion of work shall be defined as an A or B, or a P in a pass/fail course as verified by an official transcript.
- c. The Board shall appropriate \$10,000 annually for tuition reimbursement. In the event that approved requests for reimbursement exceed the annual appropriation amount, the total amount of requests will be prorated based upon the total dollar amount of requests will be prorated based upon the total dollar amount of all approved requests. Any unused money will not be carried over for the next year. No employee will be reimbursed for more than 15 quarter hours or 10 semester hours during a school year. No other costs will be considered. These funds may not be used for remedial course work.
- d. Payment will be made once a year on the first regular pay date in December following the particular eligibility year. Reimbursement will be made for courses approved in advance and completed during the previous eligibility year, which will be June 1 – May 31.
- e. Payment will be made to those certificated employees who return to work in the district the year following their coursework. If on an approved paid leave of absence, the employee will be reimbursed as provided for upon returning to work following the leave of absence.
- f. Application Process: to be eligible for reimbursement the application must be completed in the manner described below.
 - 1. Tuition reimbursement forms will be available in the central office.
 - 2. The employee must submit the tuition reimbursement form in writing to the Superintendent prior to the first class meeting of the course for which reimbursement is sought, indicating the nature of the course being taken and other information pertinent to the approval decision.
 - 3. Once reviewed and acted upon, the application will be returned to the individual employee indicating approval or denial of the request.
 - 4. The Superintendent's decision is final and not grievable.
 - 5. Once approved, and upon completion of the course, the employee will complete the second part of the form and attach documentation showing payment for the course and a grade slip or transcript showing the course and the grade received. The completed application must then be returned to the Superintendent within (60) days of the completion of the course.

K. Annuities

457 Plan & 403(B) Plans must have 20% participation in order to be on the approved provider list.

ARTICLE XVII

LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

- A. The Botkins Local School District will be a part of the Shelby County Local Professional Development Committee Consortium and abide by the Consortium Agreement and Bylaws.
- B. If any alterations are made to the current District goals that are used when evaluating a teacher's individual professional development plan, the Federation and the Board will work together in the formation of those goals.

ARTICLE XVIII

AGREEMENT BETWEEN THE BOTKINS LOCAL SCHOOL DISTRICT BOARD OF EDUCATION AND THE BOTKINS FEDERATION OF TEACHERS AFT/OFT LOCAL #44884

A. Conformity to Law

In the event that any of the terms of the provisions of this Agreement are or become null and void, all remaining provisions shall remain in force and effect for the term of the Agreement. In such cases, the Board and the Federation shall meet within sixty (60) days to make all necessary changes to make the provision comply with law.

B. Additional Items Agreed Upon

For the 2011 – 2012 school year there will be a 2.50% salary increase on the employee's current salary. There are no step increases. Lateral moves will be per salary schedule.

This Agreement is entered into by and between the Botkins Federation of Teachers AFT/OFT Local #44884 ("Association") and the Botkins Local School District Board of Education ("Board of Education") to confirm their bargaining representatives' agreement on the terms of a successor contract to the 2008 – 2011 contract. The parties hereby agree as follows:

1. The parties agree to a successor contract that shall be in effect from August 15, 2011 through August 14, 2014. All terms of the current 2008 -2011 contract shall remain in effect through and until August 14, 2011.
2. It is the intent of the parties that the successor contract, having been ratified and approved through this Agreement, shall be deemed a collective bargaining agreement entered into prior to any effective date of Senate Bill 5, including any amendments to the original document; and prior to the effective date of House Bill 153, (the budget bill) including any amendments to that document.

THE BOTKINS FEDERATION OF TEACHERS AFT/OFT LOCAL #44884

[Signature]

5-24-11
Date

[Signature]

5-24-11
Date

BOTKINS LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

[Signature]
Board President

5/24/11
Date

[Signature]
Superintendent

5/24/11
Date

[Signature]
Treasurer

5-24-11
Date

APPENDIX C
GRIEVANCE REPORT FORM

Name of Grievant: _____ Date Filed: _____

A. Date that the cause of grievance occurred: _____

B. Statement of grievance: _____

C. Relief sought: _____

Signature of Grievant: _____ Date Filed: _____

INFORMAL PROCEDURE

Received by: _____ Date: _____

Disposition of the Immediate Supervisor

Signature: _____ Date: _____

(OVER)

FORMAL PROCEDURE – LEVEL ONE

Received by: _____ Date: _____

Disposition of the Administrator

Signature: _____ Date: _____

FORMAL PROCEDURE – LEVEL TWO

Received by: _____ Date: _____

Disposition of the Administrator

Signature: _____ Date: _____

FORMAL PROCEDURE – LEVEL THREE

I request that this grievance be submitted to arbitration.

Grievant: _____ Date: _____

The Federation agrees that this grievance should be submitted to arbitration.

Federation President _____ Date: _____

Received by: _____ Date: _____

**BOTKINS LOCAL SCHOOLS
CERTIFICATED SALARY SCHEDULE**

2011 - 2012

**2.50% INCREASE ON BASE LEVEL(\$29,713) AND NO STEPS
(EXPERIENCE YEARS ADJUSTED TO REFLECT NO STEPS ACCURATELY)**

Experience	Bachelors Degree		Five Year-No Masters		Masters Degree		Masters +15		Masters +30
	Percent	Dollar Amount	Percent	Dollar Amount	Percent	Dollar Amount	Percent	Dollar Amount	Dollar Amount
	Base	30,456	Base	30,456	Base	30,456	Base	30,456	
0-4	1.1250	34,263	1.1850	36,090	1.2550	38,222	1.3150	40,050	40,050
5	1.1650	35,481	1.2300	37,461	1.3050	39,745	1.3750	41,877	41,877
6	1.2050	36,699	1.2750	38,831	1.3550	41,268	1.4350	43,704	43,704
7	1.2450	37,918	1.3200	40,202	1.4050	42,791	1.4950	45,532	45,532
8	1.2850	39,136	1.3650	41,572	1.4550	44,313	1.5550	47,359	47,359
9	1.3250	40,354	1.4100	42,943	1.5050	45,836	1.6150	49,186	49,186
10	1.3650	41,572	1.4550	44,313	1.5550	47,359	1.6750	51,014	51,014
11	1.4050	42,791	1.5000	45,684	1.6050	48,882	1.7350	52,841	53,341
12	1.4450	44,009	1.5450	47,055	1.6550	50,405	1.7950	54,669	55,169
13	1.4850	45,227	1.5900	48,425	1.7050	51,927	1.8550	56,496	56,996
14 - 15	1.5250	46,445	1.6350	49,796	1.7550	53,450	1.9150	58,323	58,823
16 - 18	1.5250	46,445	1.6350	49,796	1.7550	53,450	1.9150	58,323	59,073
19 - 25	0.0000	0.0000	1.6800	51,166	1.8050	54,973	1.9750	60,151	60,901
26	0.0000	0.0000	1.7050	51,927	1.8300	55,734	2.0000	60,912	61,912

Extra Curricular Salary Base Schedule Index

Base - \$30,456

2011-2012

BASE RATE SAME - NO STEPS

(YEARS ADJUSTED TO REFLECT NO STEPS ACCURATELY)

Athletic Activities	Base 30,456	% of Base	0-2 years 100%	3-4 years 105%	5-6 years 110%	7- 8 years 115%	9-up years 120%
Athletic Director		19.0%	5,787	6,076	6,365	6,655	6,944
Boys Varsity Basketball		16.0%	4,873	5,117	5,360	5,604	5,848
Boys Varsity Basketball Assistant		8.0%	2,436	2,558	2,680	2,802	2,924
Boys JV Basketball		9.0%	2,741	2,878	3,015	3,152	3,289
Boys Freshman Basketball		5.0%	1,523	1,599	1,675	1,751	1,827
Boys 8th Grade Basketball		4.5%	1,371	1,439	1,508	1,576	1,645
Boys 7th Grade Basketball		4.5%	1,371	1,439	1,508	1,576	1,645
Girls Varsity Basketball		16.0%	4,873	5,117	5,360	5,604	5,848
Girls Varsity Basketball Assistant		8.0%	2,436	2,558	2,680	2,802	2,924
Girls JV Basketball		9.0%	2,741	2,878	3,015	3,152	3,289
Girls 8th Grade Basketball		4.5%	1,371	1,439	1,508	1,576	1,645
Girls 7th Grade Basketball		4.5%	1,371	1,439	1,508	1,576	1,645
Boys summer Basketball Coord.		1.5%	457	480	503	525	548
Girls summer Basketball Coord.		1.5%	457	480	503	525	548
Varsity Baseball Coach		10.0%	3,046	3,198	3,350	3,502	3,655
Varsity Baseball Coach Assistant		5.0%	1,523	1,599	1,675	1,751	1,827
JV Baseball Coach		6.0%	1,827	1,919	2,010	2,101	2,193
Varsity Softball Coach		10.0%	3,046	3,198	3,350	3,502	3,655
Varsity Softball Coach Assistant		5.0%	1,523	1,599	1,675	1,751	1,827
JV Softball Coach		6.0%	1,827	1,919	2,010	2,101	2,193
Coed Varsity & JH Cross Country Coach		12.0%	3,655	3,837	4,020	4,203	4,386
Coed Asst. Varsity & JH Cross Country Coach		7.0%	2,132	2,239	2,345	2,452	2,558
Boys Cross Country Coach		7.5%	2,284	2,398	2,513	2,627	2,741
Girls Cross Country Coach		7.5%	2,284	2,398	2,513	2,627	2,741
Jr. High Boys Cross Country Coach		2.0%	609	640	670	700	731
Jr. High Girls Cross Country Coach		2.0%	609	640	670	700	731
Varsity Volleyball Coach		10.0%	3,046	3,198	3,350	3,502	3,655
Varsity Volleyball Coach Assistant		5.0%	1,523	1,599	1,675	1,751	1,827
JV Volleyball Coach		6.0%	1,827	1,919	2,010	2,101	2,193
8th Grade Volleyball Coach		4.0%	1,218	1,279	1,340	1,401	1,462
7th Grade Volleyball Coach		4.0%	1,218	1,279	1,340	1,401	1,462
Summer Volleyball Coord.		1.5%	457	480	503	525	548
Boys Varsity Track Coach		10.0%	3,046	3,198	3,350	3,502	3,655
Boys Varsity Track Coach Asst.		3.5%	1,066	1,119	1,173	1,226	1,279
Girls Varsity Track Coach		10.0%	3,046	3,198	3,350	3,502	3,655
Girls Varsity Track Coach Asst.		3.5%	1,066	1,119	1,173	1,226	1,279
or Co-Ed Varsity Track Coach		13.0%	3,959	4,157	4,355	4,553	4,751
Co-Ed Varsity Track Asst.		7.0%	2,132	2,239	2,345	2,452	2,558
Track Fields Events Asst. (2)		3.0%	914	959	1,005	1,051	1,096
Boys Jr. Hi Track Coach		3.5%	1,066	1,119	1,173	1,226	1,279
Girls Jr. Hi Track Coach		3.5%	1,066	1,119	1,173	1,226	1,279
Golf		7.0%	2,132	2,239	2,345	2,452	2,558
JV Golf		2.5%	761	799	838	876	914
High School Cheerleader Advisor		4.5%	1,371	1,439	1,508	1,576	1,645
JR High Cheerleader Advisor		3.0%	914	959	1,005	1,051	1,096
Head Swimming Coach		5.0%	1,523	1,599	1,675	1,751	1,827
Varsity Co_Ed Soccer Coach		10.0%	3,046	3,198	3,350	3,502	3,655
Varsity Co-Ed Soccer Coach Assist.		5.0%	1,523	1,599	1,675	1,751	1,827

The percent shown above will be applied to each individual for that activity on the BAO Step of the Teacher Salary Schedule.

Extra Curricular Salary Base Schedule Index

Base - \$30,456

2011-2012

BASE RATE SAME - NO STEPS

(YEARS ADJUSTED TO REFLECT NO STEPS ACCURATELY)

	Base	% of Base	0-2 years 100%	3-4 years 105%	5-6 years 110%	7- 8 years 115%	9-up years 120%
Academic Activities	30,456						
Yearbook Advisor		9.0%	2,741	2,878	3,015	3,152	3,289
Academia Team		1.5%	457	480	503	525	548
Variety Show Director		3.0%	914	959	1,005	1,051	1,096
Variety Show Assistant		2.0%	609	640	670	700	731
Musical Director		5.5%	1,675	1,759	1,843	1,926	2,010
Musical Art Director		2.5%	761	799	838	876	914
Musical Assistant(2)		3.5%	1,066	1,119	1,173	1,226	1,279
Show Choir Director		3.5%	1,066	1,119	1,173	1,226	1,279
SH/JH Solo and Ensemble(2)		4.5%	1,371	1,439	1,508	1,576	1,645
Muse Machine		2.0%	609	640	670	700	731
Publicity Agent		3.0%	914	959	1,005	1,051	1,096
7th Grade Advisor(2)		0.5%	152	160	168	175	183
8th Grade Advisor(2)		0.5%	152	160	168	175	183
Freshman Class Advisor(2)		1.0%	305	320	335	350	365
Sophomore Class Advisor(2)		1.0%	305	320	335	350	365
Junior Class Advisor(2)	2.50%	1.5%	457	480	503	525	548
Junior Class Prom Advisor(2)		1.0%	305	320	335	350	365
Senior Class Advisor(2)		1.5%	457	480	503	525	548
Scholarship Team Coordinator		1.0%	305	320	335	350	365
National Honor Society		2.0%	609	640	670	700	731
Gifted Coordinator		10.0%	3,046	3,198	3,350	3,502	3,655
Music Unlimited		2.5%	761	799	838	876	914
Senior Commencement		2.0%	609	640	670	700	731
Student Council Advisor		2.0%	609	640	670	700	731
Adult Volunteer Coordinator		1.0%	305	320	335	350	365
Safety Patrol		0.5%	152	160	168	175	183
Pep Band		3.0%	914	959	1,005	1,051	1,096
Fall Activities Director		2.0%	609	640	670	700	731
Winter Activities Director		4.0%	1,218	1,279	1,340	1,401	1,462
FTA Advisor		1.0%	305	320	335	350	365
Recycling Coordinator		1.0%	305	320	335	350	365
Quiz Bowl Advisor		1.0%	305	320	335	350	365

Hourly Activities

LPDC Coordinator (above work day)	\$18.50	per hour
Detention	\$16.00	per hour
Saturday School	\$16.00	per hour
Gifted Aid	\$24.00	per session
Tutors	\$18.50	per hour
Weight Room Supervisor	\$10.00	per hour

The percent shown above will be applied to each individual for that activity on the BAO Step of the Teacher Salary Schedule.