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07/15/2014

**AGREEMENT BETWEEN**

**THE ANNA LOCAL TEACHERS ASSOCIATION**

**AND THE**

**ANNA LOCAL BOARD OF EDUCATION**

**July 1, 2014 – June 30, 2016**

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**ARTICLE I**  
**RECOGNITION**

**A. Recognition of Association**

The Anna Local Board of Education hereinafter referred to as the "Board," hereby recognizes the Anna Local Teachers Association, an affiliate of NEA, OEA, WOE, hereinafter referred to as the "Association" as the sole and exclusive bargaining representative of a bargaining unit which shall include all full-time and part-time (9 hours or more per week) employees by law to be certificated and serving under contract in the position of teacher, counselor, special area employee, and substitutes serving (60) consecutive days in the same position.

Excluded from the bargaining unit are the Superintendent, Principals, Supervisors, and other Administrative Personnel as defined in Chapter 4117 of the Ohio Revised Code.

\*Administrative Personnel are those individuals who are hired that:

1. Hold an administrative certificate and;
2. Hold a position of hiring/supervising and;
3. Hired on the administrative salary schedule

**B. Association Rights**

**1. Mailboxes**

The Association shall have the right to place materials in the mailboxes of bargaining unit members. Placement will be made by the building representative or his/her designee. The Association may place on the members' school mailboxes the UTP logo or insignia for the purpose of facilitating placement of Association materials. The Association shall be permitted to use the Board's inter-school delivery/email system to distribute information.

**2. Board of Education Meeting**

The association President shall receive prior to each Board of Education meeting the agenda and financial documents.

**3. School Calendar**

See Article XI, Liaison Committee

**4. Teacher Facilities**

The Association will have input on any new building or addition in the district.

5. Professional Dues

Unified professional dues will be collected through payroll deduction or paid directly in full. The Association shall notify the Treasurer of those teachers who will participate one week prior to the first pay in October, and shall indicate the total amount to be deducted from each teacher's check.

The Treasurer shall transmit to the ALTA Treasurer every pay period the total dollars withheld for the UTP dues.

6. Fair Share Fee

Any employee, eligible for bargaining unit services and employed by the Board after July 1, 1994, or a member of the United Teaching Profession on June 30, 1994, will participate in "Fair Share" as described in the following paragraph.

The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Association, an agency fee for the Association's representation of such non-members during the term of this contract.

Notice of the amount of the annual agency fee, shall be transmitted by the Association to the Treasurer of the Board on or about September 15 of each year during the term of this contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to transmit all amounts deducted to the Association.

Payroll deduction of such annual fair share fees shall commence on the first pay date which occurs on or after January 15 annually. In the case of a unit employee hired after the beginning of the school year, the payroll deduction shall commence on the first pay date after employment.

The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of fair share fee amount with respect to the former member. The deduction of said amount shall commence on the first pay date occurring after termination of membership.

The Association represents to the Board that an internal rebate procedure has been established in accordance with section 4117.009(c) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitution of the United States and the State of Ohio.

Non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association. The Anna Local Board of Education shall be held harmless in the event of any and all legal challenges to this Section and shall be indemnified by the Association.

Employment status, contract term, and renewals will not be related in any way to the details of this Section.

7. An updated seniority list will be maintained and provided to the Association President each year prior to November 1.

8. Association Dues Deduction

- a. Teachers may at any time sign and deliver to the Board an authorization for requesting membership dues and assessments of the recognized Association and its affiliates. Such authorization shall continue in effect until such a time that said teacher gives written notice to the Treasurer of the Board to discontinue such deduction or employment with the Board terminates.
- b. Such deductions shall be made in equal amounts, beginning the month after the authorization form is submitted to the Treasurer of the Board. All money so deducted shall be remitted to the Treasurer of the Association monthly.
- c. A representative of the Anna Local Teachers Association shall have access to the record of authorizations and cancellations kept by the Treasurer.

C. Recognition of the Board/Superintendent

1. The Association recognizes the Board as the locally elected representative of the people of the Anna Local School District and as the employer of the certificated/licensed personnel of the Anna Local School District.
2. The Association and Board recognize the Superintendent as the chief executive officer and primary professional advisor to the Board as well as the educational leader of the school system.

D. Management Rights

The Board hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Ohio, and of the United States.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Master Contract and Ohio statutes; and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Ohio, expressly O.R.C. 4117, and the rules and regulations promulgated by the Ohio State Board of Education and the Constitution and laws of the United States.

## ARTICLE II

### NEGOTIATION PROCEDURES

A. Definitions

1. "Professional negotiations" means conferring, discussing, and negotiating in good faith by a board of education or its designated representatives, and the ALTA or its designated representatives, in an effort to reach agreement with

respect to salaries, hours, terms and conditions of employment and working conditions and other matters of mutual concern by such board and organization.

2. "Good faith" involves coming to the negotiating table with the intention of negotiating, not dogmatically pursuing a preconceived stand. Good faith requires that the Association and the Board be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons and offer counter proposals. Good faith requires both parties to recognize negotiations as a shared process. The obligation of a Board or its representatives and the representatives of ALTA to meet for purposes of professional negotiations does not compel either party to agree to a proposal or require the making of a concession.

#### B. Directing Requests

A written request for negotiation meetings from the Association will be made directly to the Superintendent. Requests from the Board will be made in writing to the President of the Association. Requests for negotiations shall be submitted by either party, during the first full week of January, prior to the expiration of the contract. An official SERB notice to negotiate will be submitted on or about the day of the first bargaining session.

#### C. Negotiation Meetings

##### 1. Scope of Negotiations

Negotiations shall be conducted as to salaries, fringe benefits, working conditions, terms and conditions of employment, and such other matters as are mutually agreed upon as a proper subject for negotiations.

##### 2. Representative Authority

While no final agreement shall be executive without ratification by the Association and adoption by the Board, the parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, counter proposals, or concessions in the course of negotiations.

##### 3. Exchange of Information

The Board and Superintendent agree to furnish upon request at a reasonable time the available information concerning financial resources of the district and other information to the extent that such information would be available to the general public or other information as mutually agreed upon. The Association agrees to furnish upon request the available information on its proposals.

##### 4. Limitations

Until negotiations are completed, each meeting shall begin with a tentative time for adjournment and end with an agreed time and place for the next meeting.

##### 5. Caucus

The chairman of either group may call for an independent caucus at anytime during any negotiation meeting.

## 6. Item Agreement

As items being negotiated receive tentative agreement, they shall be reduced to writing and initialed by each party. Such initialed items shall not, however, be considered final and binding until the negotiated agreement is both ratified by the Association and adopted by the Board.

## 7. Reprisal

No action to coerce, censor, intimidate, or penalize any negotiating participant and Association Member/bargaining unit member shall be taken or implied by any school affiliated personnel as a result of participation in the negotiation process.

## D. Agreement

When agreement is reached through negotiating, it shall be reduced to writing and submitted to the Association and Board for their consideration. If ratified by the Association, the Board may adopt a resolution setting forth the agreement. When the agreement is ratified and adopted, it shall then be signed by the parties and shall become part of the official minutes of the Board.

The resulting agreement shall be binding on both parties until renegotiated or terminated. No provisions of the resulting agreement shall discriminate against any staff member in regard to membership or non-membership in the Association.

## E. Agreement Printing

The Board will pay costs of providing each bargaining unit members with a copy of this contract and any supplements thereto. Copies of the contract shall be distributed by the Association. The Association shall receive additional copies of the contract for its own use.

## F. Re-Negotiation

If mutually agreed to by the Board of Education and the Association, any part or parts thereof may be re-negotiated prior to the termination of the minimum effective time of the agreement or of such part.

## G. Memorandum of Understanding Agreement

This Agreement shall be subject to a memorandum or memorandums of understanding by mutual consent of the Superintendent, with concurrence of the Anna Local Board of Education, and the President of the Association, with concurrence by the Association Executive Committee. Any such amendment or amendments shall be reduced to writing, state the effective date of such amendment or amendments, and be executed by the parties in the same manner as this Agreement.

Copies of the adopted Memorandum will be sent to all members of the Association, BOE, and administration.

H. Severability

1. The Board of Education and the Association agree that all items in this contract which supersede applicable state law and which may permissibly do so under Ohio Revised Code Section 4117.10(A) shall not be affected by Article II, Section (H)(2).
2. Should any clause of contract be held to be in violation of the law by a court of competent jurisdiction, then that clause of the contract shall be rendered null and void, but the remainder of the contract shall remain in full force and effect.
3. The parties shall meet within (10) days after the final determination of unlawfulness to bargain over its impact and to bring the Contract into compliance.

If the parties fail to reach an agreement over the affected provision, the statutory dispute settlement procedure contained in Article II shall be utilized to resolve the dispute.

4. To the extent that any provision of the Board Policy Manual, the Teacher's Handbook, or other regulation or procedure conflicts with a provision of this agreement, the provision of the agreement shall have precedence.

I. No Strike Clause

For the duration of this contract neither the Association, its agents, nor the employees represented by the Association shall engage in any strike, slowdown, or withholding of services designed to interfere with the normal operations of the school district.

A violation of this provision will be dealt with as provided in Ohio Revised Code 4117.23.

**ARTICLE III**

**TEACHING CONDITIONS**

A. School Calendar

1. The school calendar shall contain 184 days.
  - (a) 178 days with pupils in attendance
  - (b) 4 work days without pupils in attendance
    1. In service may occur during working hours of any of the 184 calendar days.
    2. District required in-service will not exceed 3.5 hours per school day.
  - (c) 2 parent/teacher conference days
2. The school calendar shall be adopted in conjunction with the Liaison Committee.

B. Workday

1. Definition

The classroom teacher work day shall consist of seven and one-half (7.5) consecutive hours, excluding parent/teacher conference days and open house.

## 2. Lunch

The regular work day shall include a scheduled duty-free lunch period of not less than 30 consecutive minutes.

## 3. Travel Time

Adequate travel time shall be scheduled for employees required to perform work at more than one site during the course of the work day.

## 4. Planning/Conference Time

- a) A minimum of 200 minutes per week planning/conference time will be provided for full-time teachers. Planning/conference time will be for a period of at least thirty (30) consecutive minutes
- b) Such planning/conference time will be within the confines of the scheduled student school day.
- c) When there is an administratively adjusted schedule, the day will be planned so as to maintain the instruction of all regularly scheduled classes and each teacher will have planning time.

## C. Non-Compensatory Duties

Before and after school, lunch, homeroom and hall duties not under supplemental contract, shall be assigned to the teaching staff, if necessary, in an equitable manner.

## D. Calamity

When an early dismissal is warranted, teachers shall not be required to remain more than twenty (20) minutes following the dismissal of students.

## E. Class Size

### 1. Grades K-5

- a. The maximum class size for an individual classroom teacher will be 24 students for grades K-2 and 26 in grades 3-5.
- b. Each individual teacher, K-2, will be paid an additional \$300 per grading period for each student beyond the class size limit for a maximum of \$1200 per student for the year. Each shared teaching team, 3-5, will be paid an additional \$300 per grading period, which will be split evenly between the two teaching team members, for each student beyond the class size limit for a maximum of \$1200 per student for the year.
- c. The amount to be paid will be calculated on the average daily membership per classroom per grading period. No amount will be paid if the classroom teacher is absent for more than 50% of the grading period. For ADM amounts that are not whole numbers, the amount will be rounded to the nearest whole number. Point five (.5) will round up.

- d. The amount due will be paid with the next paycheck following the end of each quarter after the supplemental pay form is submitted by the classroom teacher.

2. Grades 6-12

- a. An individual teacher in any of the core subject areas of Social Studies, Math, Science, Language Arts, and Foreign Languages will serve a maximum of 120 students per day in grades 6-8 and a maximum of 150 students per day in grades 9-12.
- b. The maximum class size target in any of the core subjects will be 30 students per class session.
- c. Each individual teacher will be paid accordingly for students above the maximum students per day:
  - 1. Grades 6-8 will be paid 1/5 of \$300 per student per quarter.
  - 2. Grades 9-12 will be paid 1/7 of \$300 per student per quarter.
- d. The amount to be paid will be calculated on the average daily membership per classroom per grading period. No amount will be paid if the classroom teacher is absent for more than 50% of the grading period. For ADM amounts that are not whole numbers, the amount will be rounded to the nearest whole number. Point five (.5) will round up.
- e. Each individual teacher with over four (4) preps will be compensated \$400 a quarter for each extra prep as verified by the principal.
- f. The amount due will be paid with the next paycheck following the end of each quarter after the supplemental pay form is submitted.

F. Parent Conferences and Observations

Although cooperation and communication between parents and teachers is an important facet of teaching and shall be encouraged at all levels, the normal discharge of a teacher's daily responsibilities must be given first consideration. Therefore, teachers shall be consulted as to a time and place for parent conferences or classroom observations by parents. The administration will assist the teacher in the enforcement of the above guidelines.

G. Open Enrollment

Bargaining Unit Members living outside of the Anna School District may place their children in the Anna Schools through open enrollment. All district open enrollment rules and regulations apply to these students.

H. Public Complaints

- 1. In the event a complaint or question concerning a teacher is received, the following procedure shall be used:
  - a. The complaint will be addressed to the concerned employee, who shall meet with the complainant to discuss the complaint.

- b. If the matter is not resolved at this discussion, the complainant shall submit a written complaint to the Building Principal, who shall schedule a meeting with the parties at a mutually agreeable time to discuss the complaint.
  - c. If the matter is not resolved at that level, a meeting may be sought with the Superintendent. The Superintendent shall schedule a meeting to discuss the complaint at a mutually agreeable time for the complainant, the affected employee and his/her representative.
  - d. Should the issue fail to be resolved by level c, and a meeting is sought with the Board, the employee and his/her representative shall be notified of the meeting and have an opportunity of addressing the Board in executive session prior to their meeting with the complainant.
- 2. This procedure shall be applied equally to all complaints - either verbal or written.
  - 3. Any complaint which is not brought to the attention of the employee within five (5) school days after the complaint is made, shall not be made the basis for disciplinary action against the employee, or to affect the employee's continued employment.

I. Discipline

The administration may take disciplinary action against an employee which may include either an oral or written reprimand. A reprimand, either verbal or written, shall be given to the employee in private.

Upon the initiative of the Superintendent and for just cause, a bargaining unit member may be suspended. A suspension without pay may not exceed a period of three (3) days.

The administrator and/or the bargaining unit members may request a representative to be present whenever disciplinary action is taken or at any follow-up meetings.

Disciplinary action without pay is subject to the grievance procedure as set forth in this Agreement. No bargaining unit members shall be reprimanded or disciplined without just cause. A suspension shall be held in abeyance until any grievance has been heard.

Nothing herein shall preclude the Board from instituting termination proceedings pursuant to Sections 3319.16 and 3319.161 of the Ohio Revised Code at any time when, in the sole and exclusive discretion of the Board, it is determined such action is warranted.

J. Just Cause

No employee shall be disciplined, reduced in rank or compensation, demoted, non-renewed, or otherwise deprived of any professional advantage without "just cause" and compliance with applicable provisions of this Agreement.

K. Personnel Files

- 1. A personnel file for each employee shall be maintained in the Board of Education office. Such file shall be the only official file respecting such employee.

2. The individual employee shall have access to his personnel file upon request. Requests for such access shall be made to the Superintendent. A representative may accompany the teacher.
3. When a principal or other administrator makes a notation in a bargaining unit member's file other than evaluations or appraisals, a copy of such notation shall be given to the employee. Any notation shall be signed and dated by the employee and the administration. Such signature will denote acknowledgement of, not agreement with, the addition to the personnel file.
4. Anonymous letters or materials shall not be placed in the file nor shall they be made a matter of record.
5. Bargaining unit members may request that letters of merit be added to their files.
6. Any material entered into a bargaining unit member's file may be questioned as to the accuracy, relevance, timelines, or completeness of such material. If any of the material is found to be lacking in the aforementioned, the Superintendent may remove the material from the bargaining unit member's file.

L. Non-Discrimination

The Board guarantees fair treatment of employees in all aspects of personnel administration regardless of race, color, sex, creed, marital status, national origin, age, or handicap.

## ARTICLE IV

### LEAVE OF ABSENCE

A. Paid Leaves

1. General Provisions

- a. Call designated administrators as soon as you know you will be absent.
- b. School Employees Absence Form – To assist in our record keeping each employee is to sign and return an absence form the day after being absent. These forms are available in the principal's office.

2. Sick Leave

- a. All sick leave credit shall be computed on the basis of the contractual year, and ending on the last day of service of said contract year.
- b. All contractual employees shall be entitled to sick leave benefits computed at the rate of 1 ¼ days of credit for each month of completed service.
- c. Sick leave credit shall be accumulated with no maximum for all employees.
- d. Sick leave shall be granted and charged against accumulated credits due to the following:

1. The employee being personally ill, injured, hospitalized or physically incapacitated.
  2. Legal quarantine.
  3. Pregnancy.
  4. Death/Funeral (see h. below)
  5. Absence due to illness or injury in employee's immediate family.
- e. Sick leave absence of more than five (5) days in a row, or consistently on the same day of the week, shall be validated by a physician's affidavit if so requested by the Superintendent or his appointee.
  - f. Sick leave credit from Public Schools will be honored in an amount not to exceed one hundred and fifty (150) days upon the presentation of an affidavit signed by the previous employer.
  - g. Each employee shall be advanced at least five (5) days sick leave, if needed, each school year.
  - h. "Immediate family" includes father, mother, step-mother, step-father, sister, brother, husband, wife, child, father/mother-in-law or anyone presently living in the immediate household for which the employee is either legally and/or financially responsible.

### 3. Funeral and Death in Family

A teacher shall be allowed one (1) day of absence to attend a funeral. In the event of a death in the immediate family an additional two (2) days will be granted. Any additional days may be granted by the Superintendent and are to be charged to sick leave. For Funeral Leave only, Grandparents are considered immediate family.

### 4. Personal Leave

- a. Each teacher will be allowed three (3) days absence during each school year without loss of salary for personal leave.
- b. The following limitations apply:
  1. Personal leave must be pre-approved by the superintendent at least five (5) working days prior to the personal leave absence using the district approved absence form.
  2. A maximum of four (4) teachers may be granted personal leave on any one (1) contract day. The superintendent shall grant personal leave on a "first come, first served" basis.
  3. Personal Leave is not to:
    - a. be used to extend Christmas or Easter Holiday.
    - b. be used on Parent Teacher Conferences.
    - c. be used on scheduled workdays.
    - d. be used on the first or last three student days.

c. Superintendent has the discretion to supersede any or all of the limitations

5. Professional Leave

a. Bargaining Unit Members may be permitted to attend professional development opportunities without loss of pay upon approval of the building principal and superintendent. The initial request shall be made to the principal.

b. Up to two (2) professional days shall be granted in order to write/complete Individual Education Plans (IEP). The initial request shall be made to the principal.

6. Assault Leave

Any service-connected case of physical assault on a member of the bargaining unit occurring on the school premises or during a school-sponsored function shall be reported immediately to the principal or other administrator in charge who shall initiate an investigation of the incident not later than twenty-four (24) hours after receipt of the report. When such an assault results in absence from duty for medical reasons, such absence shall be at no loss in pay and shall not be chargeable to sick leave.

Medical verification shall be furnished to the Superintendent for all such absences requiring more than five (5) days leave. The Board of Education shall have the right to require a medical examination by a physician of its choice after a member has been absent for five (5) school days per occurrence. In such event, the Board shall pay the full cost of the examination.

Absences due to court appearances resulting from an assault shall be chargeable to assault leave.

The member assaulted agrees to cooperate fully with police and the administration in any investigation of an alleged assault upon a member unless otherwise advised by his/her legal counsel.

7. Jury Duty Leave

Bargaining unit members selected as a juror or ordered to appear for jury selection and who appear in court pursuant to such selection or order shall be paid the difference between the court payment and the regular earnings due such person. Any salary payment received by the teacher shall be endorsed and presented to the Treasurer.

Leave shall be extended for only such time as is necessary for the jury duty and unless otherwise excused by the principal, such teacher is required to be at work during his/her normal work hours when he/she is not needed by the court.

8. Military Leave

The Board reserves the right to specify certain conditions for the granting of leaves of absence or training.

Request for training leave of absence shall be made to the Superintendent at least four (4) weeks in advance of absence. Request may be made by those employees who are members of the Ohio National Guard, U.S. Army Reserve, U.S. Naval Reserve, U.S. Air Force Reserve, and U.S. Marine or on an order by the Governor of Ohio.

Employees shall make every effort to schedule their period of training during summer months and when school is not in session. If the period of training occurs during a school session, the employee shall provide the Superintendent with the name of his/her supervisor in the reserves or the militia so that arrangements may be discussed to alter such service date. Full time teachers scheduling military training during the school year shall be paid the difference between the military payment and regular earnings due such person.

**B. Unpaid Leave**

**1. Deduct Days**

In the event a bargaining unit member must be absent for reasons other than those stated in the master agreement, the teacher shall be allowed up to five (5) days without pay. Days without pay beyond the five (5) school days in any school year will be at the discretion of the Superintendent.

The employee shall pay 100% of the prorated amount of the cost of insurance for absences without pay beyond ten (10) working days. Leave that encompasses multiple school years will be at the discretion of the Board. Employees without approved leave not returning for the start of the next school year are presumed to have resigned.

**C. Family and Medical Leave Act**

An employee must have one (1) year's service with Anna Local School District to be eligible for benefits under the Act.

**1. Leave Provisions**

- a. Each eligible employee is entitled to and shall be granted upon request up to 12 weeks of unpaid leave per year to care for a new child or a sick child, parent or spouse, or for the employee's own medical treatment. Such leave may be taken for the care of a newly adopted or newly placed foster child, as well as a newborn child.
- b. Any leave beyond the 12 weeks in a year for these combined purposes may be granted pursuant to the other leave provisions of this Agreement.
- c. Eligible employees may choose to substitute paid leave granted by other provisions of this Agreement for all or part of the unpaid leave granted under this article.
- d. Leave taken to care for a new child must be taken within one year of birth or placement of the child.

- e. Leave under the Act may be taken intermittently, when medically necessary. The employee will attempt to schedule medical procedures so as not to interrupt their work unnecessarily.

2. Protection of Employment and Insurance

- a. The Board shall return the employee taking a leave under this Article to the same position he/she occupied prior to the leave.
- b. The taking of a leave under this Article shall not result in the loss of any employment benefit accrued prior to the date the leave commenced.
- c. The employee is responsible for paying his or her health insurance after ten (10) days leave.
- d.

3. Medical Certification

- a. The Superintendent may require medical certification from a licensed physician as to the medical necessity for a leave under this Article. Such certification will include a statement by the physician that the employee is unable to perform all the duties of his/her position, or that their presence is required to care for a seriously ill family member. This section shall uniformly apply.

4. Return from Leave

If a bargaining unit member takes a leave under this Article which is to terminate within the last three weeks before the end of a school term, and the leave is of more than five weeks duration, the Superintendent may require the teacher to remain on leave for the remainder of the term, under the same conditions as are required by this Article, even if all twelve weeks required by law have been used.

## ARTICLE V

### CONTRACTS

A. Teacher Contracts

The Board will issue contracts as follows:

1. One Year Limited – Two (2) one year limited contracts may be issued to all new personnel in the system. Personnel on a temporary license in the area of assignment shall receive no more than a one year contract and will automatically be non-renewed.
2. Two Year Limited – Bargaining unit members who hold a provisional or higher certificate/license and have taught at least one (1) year are eligible for a two (2) year contract.
3. Five Year Limited – Bargaining unit members who have completed a two year contract and hold a provisional or higher certificate/license are eligible for a five (5) year contract.

#### 4. Continuing Contract

- a. Eligibility for a continuing contract is based on possession of a professional license or professional, permanent, or life certificate valid in the subjects taught. To be eligible, those educators holding a professional educator license must have completed the applicable one of the following:
  1. If the bargaining unit member did not hold a masters degree at the time of initially receiving a teacher's certificate under former law or an educator license, thirty semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license is required;
  2. If the bargaining unit member held a masters degree at the time of initially receiving a teacher's certificate under former law or an educator license, six semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license is required.
- b. In addition, the bargaining unit member is required to have completed three years of experience in the school district or two years if a continuing contract was held in another Ohio public school prior to the current year.
- c. A bargaining unit member may request to be considered for tenure during the term of a limited contract. The administration reserves the right to deny such request prior to the expiration of the limited contract.
- d. Eligible bargaining unit members must submit in writing a request to the Superintendent by October 1.

#### B. Part- Time Bargaining Unit Members

Any Bargaining Unit member covered under the scope of this agreement contracted to work less than 184 full days will:

1. be paid a prorated salary at the appropriate placement on the salary schedule.
2. contribute a prorated percentage of the monthly premium for health, dental, and vision insurance computed after the full-time employee contribution. If electing the HDHP, the bargaining unit member will contribute a prorated percentage of the monthly premium. The Board of Education will contribute to the HSA an amount determined by calculating the difference between the board costs of the prorated amount of the PPO premiums.
3. move a vertical step every other year on the salary schedule if working less than 75%, and move a vertical step every year if working 75% or more.
4. be provided all leave provisions as noted in Article IV with one day of leave equal to the employee's defined work day.
5. be afforded a prorated amount of planning time.

6. be required to work all scheduled workdays, inservice days, and parent teacher conferences.
7. when a bargaining unit member is placed at step 20 or beyond on the salary schedule, the member will receive an additional salary of (100% prorated work year) \*\$3000. This will be divided equally throughout the year.

The contract of bargaining unit members hired after January 1, 2005 working less than full time will automatically expire at the end of the contract year, with no notice of non-renewal. However, by June 1 a written notice of job status will be issued. The most current date of hire will be used for placement on the seniority list.

#### C. Non-Renewal

1. The Board will give written notice to any bargaining unit member who holds a limited contract, its intention not to re-employ before April 30. At least one week prior to Board action the Superintendent will meet with bargaining unit member to inform him of the Board's intent. If such notice is not received, the bargaining unit member may consider himself re-employed.
2. Non-renewal of limited contracts will take place outside of this contract in accordance with Ohio Revised Code 3319.111.

#### D. Reduction in Force

When the Board of Education determines it necessary to reduce the number of certified staff positions, the following procedures shall apply:

1. To the extent possible, the number of bargaining unit members affected by a reduction in force will be minimized by not employing replacements for employees who retire, resign, or whose limited contracts are not renewed for reasons other than reduction in force. Attrition alone may not be sufficient to accomplish necessary reductions.
2. Reductions needed beyond those available by attrition will be made by suspending or non-renewing contracts. Those contracts to be suspended or non-renewed will be chosen as follows:
  - a. All teachers in the bargaining unit will be placed on seniority lists in each teaching field for which they are certificated. This list will be provided to the Association President in accordance with Article I, B6
  - b. Reductions in any area of certification will be made from the bottom of the seniority list for that area of certification/licensure. A bargaining unit member affected may elect to displace a less senior bargaining unit member in another area in which he/she maintains a current certificate/license.
  - c. If two or more bargaining unit members have the same length of continuous service, seniority will be determined by:
    1. The date of the Board meeting at which the bargaining unit member was hired, and then by;
    2. The date the bargaining unit member signed his initial contract in the

- district;
3. The date on which the bargaining unit member submitted the first completed job application within the two year period preceding the effective date of the teacher's first teaching contract with the Board of Education, if the date is available;
  4. If any ties remain after (a), (b), and (c), they will be broken by lot.
3. The names of bargaining unit members whose contracts are suspended or non-renewed in a reduction in force will be placed on a recall list for up to 24 months from the date of the reduction. Bargaining unit members on the recall list will have the following rights:
- a. No new teachers will be employed by the Board while there are bargaining unit members on the recall list who are certificated/licensed for the vacancy;
  - b. Bargaining unit members on the recall list will be recalled in order of seniority for vacancies in areas for which they are certificated/licensed
  - c. If a vacancy occurs, the Board will send a certified letter by US mail to the last known address of all bargaining unit members on the recall list who are qualified according to these provisions. It is the teacher's responsibility to keep the Board informed of his current address. All bargaining unit members are required to respond in writing to the district office within ten (10) calendar days. The most senior of those responding will be given the vacant position. Any bargaining unit member who fails to respond within ten (10) calendar days, or who declines to accept the position, will forfeit all recall rights.
  - d. A bargaining unit member on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave, and salary schedule placement as he enjoyed at the time of layoff. Where group insurance policies permit, a bargaining unit member on the recall list who is unemployed and does not otherwise have group coverage available may continue to participate in those benefits which are provided to teachers in active employment provided the teacher pays the group rates for such benefits.

#### E. Supplemental Contracts

All supplemental contracts will be for one year and will automatically expire at the end of the contract year and no non-renewal notification is required.

Years experience for assistant coaches (Jr. High, Freshman, JV, Varsity Assistants, Friend of the Program) and for Music/Performing Arts related positions will carry over for step increments even with a change of position as validated by Superintendent.

If an assistant coach has 10 years of experience in a specific sport and becomes the Varsity Coach in that sport, he/she will be placed at the 5 year experience step for Varsity Coach.

Steps are accumulated for years of service at Anna Local Schools, unless it is a Varsity Coach bringing Varsity experience from another school.

E. **Extended Day Contracts**

All extended day contracts will be for one year and will automatically expire at the end of the contract year and no non-renewal notification is required. The number of days and pay is to be determined annually by the administration after consultation with the affected bargaining unit member.

**ARTICLE VI**

**TRANSFERS, VACANCIES, AND ASSIGNMENTS**

- A. Any request by an employee covered hereunder for a transfer to a different class, building, supplemental, or position shall be made in writing to the Superintendent on or before April 1 of each calendar year. Transfer requests shall set forth the reasons for requesting such a transfer.
- B. Employees requesting transfers as provided for in this Article, shall, upon request, be afforded the opportunity for an interview with the Superintendent or his designee. Any teacher refused a request for a transfer shall be notified in writing with the reasons for the refusal.
- C. Transfers may also be made upon the initiation of the administration for reasons which will serve the best interests of the District, however, such reasons shall not be arbitrary, capricious or discriminatory. When a transfer request is initiated by the Administration, the teacher shall be consulted prior to the transfer and be informed in writing of the reason of the proposed transfer.
- D. All vacancies shall be posted through electronic mail prior to filling any position. Bargaining unit members may request that notice of vacancies be sent by US mail during summer months.

**ARTICLE VII**

**EVALUATION PROCEDURES**

- A. **Evaluation**
  - 1. Evaluations shall be completed in accordance with ORC 3317.11 and 3317.111 unless specifically superseded by conflicting provisions contained below.
  - 2. All bargaining unit members will be provided copies of the evaluation instruments and will be informed as to how the instruments will be used before the official evaluation process begins. A uniform process will be utilized for grades K-12.
  - 3. The district will use the Ohio Teacher Evaluation System with associated instruments and forms as developed by the Ohio Department of Education.
  - 4. For the duration of this contract, student growth measures will not lower any bargaining unit members overall rating for local decisions including retention, removal or reduction.

5. An evaluation committee will be established for the school years 2014-15 and 2015-16. The evaluation committee will be composed of the Superintendent, Director of Student Achievement, ALTA president, and appointed designees. The evaluation committee will be charged with creating locally developed evaluation guidelines within the OTES framework.

## **ARTICLE VIII**

### **GRIEVANCE PROCEDURE**

#### **A. Definitions**

1. A grievance is a complaint of a bargaining unit member or the Association alleging a violation of regulations or the violation, misinterpretation or misapplication of a provision contained within this contract.
2. A grievant shall mean the Association, a person or a group alleging that a grievance has actually occurred. A "group" grievance shall have arisen out of substantially similar circumstances affecting each member of said group.

#### **B. Procedure**

##### **Step I - Informal Procedure**

The aggrieved party shall discuss the grievance or complaint with his/her principal. This meeting shall be accomplished within ten (10) school days after the grievant knows or should have known the act or conditions on which the grievance is based. In no event, however, may a grievance be filed more than thirty (30) calendar days following the date of the occurrence from which the grievance arose.

##### **Step II - Formal Procedure**

If a satisfactory solution is not affected, the aggrieved party shall present his/her written grievance (Attachment H) to the principal within five (5) days after the informal meeting. The principal shall, within five (5) days of receipt of the grievance, conduct a hearing concerning the grievance. The principal shall provide a written answer to the grievance and forward it to the concerned parties within five (5) days from the time of the hearing.

##### **Step III - Superintendent**

If a satisfactory solution is not affected, the Association shall invoke Step III in writing and present same to the Superintendent within five (5) days after receiving the Step II answer. Any failure to invoke Step III as provided herein will be considered as the parties having reached a satisfactory resolution of the alleged grievance. The Superintendent or designee shall schedule a hearing with all involved parties within five (5) days of receipt of the grievance. The Superintendent or designee shall provide a written answer to the grievance and forward to the concerned parties within five (5) days from the time of the hearing.

##### **Step IV - Arbitration**

Step Four is available only with respect to grievances alleging a violation, misinterpretation or misapplication of the terms of this written agreement.

If the grievant is not satisfied with the disposition at Step Three, the Association may file a written demand for arbitration with the American Arbitration Association. A copy of said demand must be received in the Treasurer's office within ten (10) days of the grievant's receipt of the disposition at Step III. Upon receipt of a timely demand for arbitration, the AAA shall furnish the parties with a list of arbitrators experienced in arbitration in the public schools.

The parties shall select an arbitrator in accordance with the voluntary rules of the AAA, except that either party can request a second list of such names. If a second list is requested, the alternate strike method shall be used to select the arbitrator. All other procedures relative to the hearing shall be according to the rules and regulations of the AAA.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this agreement, nor add to, detract from, or modify the language therein in arriving at a determination of any issue presented. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine 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 the determination. The decision of the arbitrator shall be in accordance with law and shall be binding on both the Board of Education and the Association.

Any cost or expense incurred in the hearing shall be paid by the party which incurs the cost or expense except in the cost of the arbitrator. The costs of the arbitrator will be shared equally by the Board of Education and the Association.

#### C. Miscellaneous Provisions

1. The grievant shall not be denied Association representation at any step.
2. A grievance may be withdrawn at any level without prejudice.
3. A grievance shall not be made part of the bargaining unit member's file.
4. If the bargaining unit member and/or Association do not abide by the time limits set forth, they forfeit their right to continue to the next step of the grievance procedure.
5. If the administrator does not abide by the time limits set forth, the bargaining unit member filing the grievance and/or the Association may proceed to the next step.
6. There will be no reprisals taken against any participant in the grievance procedure by reason of such participation.
7. Mutually agreed informal meetings between the parties may be held during the time between steps in an effort to affect a satisfactory resolution to the problem.
8. Any time limits or steps herein before set forth may be waived by the mutual written consent of the parties.

## ARTICLE IX

### ECONOMIC CONCERNS

#### A. Salary Schedule Regulations

1. Salaries are based on the school year of one hundred eighty-four (184) days.
2. Training and classification will be based on total credits, filed and certified on September 15 and January 15. For teachers with contracts beginning July 1, these dates are July 15 and November 15.
3. The salary shall be the amount listed according to training and experience.
4. Contracts will be based on 184 paid days.
5. All teachers new to the system will be granted their full experience from Public Schools but not more than a maximum of ten (10) years prior experience will be accepted. Teachers new to the school system with ½ year experience will be granted the next step.
6. No bargaining unit member shall receive less under this schedule in the same training and experience classification than due under previous schedules.
7. Granting of hours for pay purposes (MA15 and MA30) shall be restricted to educationally oriented course work.
- 8.

#### B. Payday Procedure/Payroll Deduction

1. All bargaining unit member salaries will be paid on the eleventh (11<sup>th</sup>) and twenty fifth (25<sup>th</sup>) of each month for twenty four (24) equal installments for twelve (12) months.
2. Bargaining unit member retirement deductions will be taken out in ten (10) months for teachers on contract for the regular school year. Contracts from July 1 to June 30 will be taken out in twelve (12) months.
3. Salaries for supplemental contracts on the extra-pay schedule shall be paid on the first pay period of each month and shall be made when work is certified as completed by the Superintendent or his designee. Supplemental service extending into more than one month may, at the employee's option, be prorated over the months of service. Employee requests for supplemental pay shall be made one week prior to pay dates.
4. Salaries of all employees will be directly deposited into a financial institution of his or her choice. Each employee will be issued a statement every pay period with the appropriate pay information.
5. A sick leave balance notice will be issued prior to September 15 of each year.
6. Payroll deductions shall be coordinated without cost for any purpose providing a minimum of five (5) employees are interested. Annuities, United Fund, Savings Bonds, and YMCA memberships are listed as examples. The Board and the

ALTA encourage payroll deduction contributions to benefit the Anna Education Foundation.

7. Deductions for professional dues shall begin with the first check in October and are equally divided over a total of ten (10) paychecks.

C. Tax Shelter of S.T.R.S. Contributions

The S.T.R.S. contribution which has been paid by the employee directly to S.T.R.S. will be paid on behalf of the employee by the Board of Education, therefore, producing a tax shelter of the employee's contribution. This will be for the full amount and will take effect with the start of the 1989-90 contract. The pickup will be of no cost to the Board of Education and is solely for the purpose of reducing the current tax rate of the unit member. This will remain in effect so long as revenue ruling #77-462 remains unchanged. The employees are responsible for reviewing the relation between pickup and their other tax deferred arrangement.

D. Individual Budgets

Each bargaining unit member shall be reimbursed for up \$200 for miscellaneous supplies. The reimbursement will be made in its entirety at one time for each bargaining unit member during the school year within two weeks of producing receipts and prior to May 10.

E. Worker's Compensation

In the event of a service-connected occupational illness or injury, as determined by the Industrial Commission, professional staff members will not be required to exhaust sick leave before receiving compensation from the Industrial Commission.

The first seven days off work will be considered sick days. Days off work beyond seven (7) days will be considered workers compensation days. All medical expenses relating to a service-connected occupational illness or injury will remain the responsibility of the Bureau of Workers Compensation.

Any professional staff member absent from work because of any service connected occupational illness or injury, as determined by the Industrial Commission, shall be entitled to reinstatement at the appropriate rate of pay upon approval of the application to return to work. Such application shall include medical certification of ability to assume full-time teaching responsibilities. Such application must be made within one (1) school year following the date of the last receipt of compensation benefits from the State of Ohio to permit return in accordance

F. 125 Plan

The Board shall provide a comprehensive Flexible Spending Account in accordance to the IRS Section 125 Plan for all employees. The plan is to allow voluntary pre-tax deductions for health care premiums, applicable medical expenses and child care expenses pursuant to IRS Section 125. All administrative costs shall be paid by the Board.

## G. Reimbursements

### 1. Teaching Certificates/Licenses

During the duration of this contract any certificated/licensed employee will be reimbursed for 100% of the cost of FBI/BCII checks and renewing/upgrading certificates/licenses currently in use at Anna Local Schools as required by the Ohio Department of Education.

### 2. Mileage

Bargaining Unit Members, who must travel from school to school, shall be reimbursed at the rate of \$.45 cents per mile. Reimbursement for mileage for conferences, workshops, contests, co-curricular, and extra-curricular duties shall be at the same rate.

## H. Severance Pay

Any employee retiring from the Anna Local School District shall be eligible for severance pay, effective the last day of employment, providing eligibility requirements are met as follows:

1. Be employed by the Anna Local School District at the time of retirement.
2. Have five years or more service in the Anna Local Schools.
3. Have an application for retirement approved by the State Teachers' Retirement System.
4. Completed application for severance pay and have filed with the Treasurer of the Board of Education no later than 90 calendar days after the last date of employment;
5. A bargaining unit member not meeting the above criteria shall nevertheless be eligible for severance pay if the teacher, at the time he/she leaves the Anna Local School District, has twenty (20) years of service in the Anna Local School District.

Payment shall be made after requested, or when eligible. The retiring employee shall designate on application which month payment is desired.

The formula for payment shall be fourteen percent (14%) of accumulated sick leave days. Such payment shall be calculated by multiplying the bargaining unit member's daily rate, excluding supplemental pay, at retirement by the total number of days, or fractional parts thereof, as determined by the formula. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time.

If an employee eligible for severance pay deceases, severance pay will be made to the employee's estate as though the employee had left employment in accordance with the above formula.

## I. Insurance

### 1. Term Life Insurance

The Board shall pay the cost of thirty-five thousand dollars (\$35,000) term life insurance for all teachers regularly employed on contract. Double-indemnity accidental death clause shall be included in the policy.

Upon retirement, a current member of the group covered by this policy may convert and individually purchase this life insurance policy. This policy may be issued without additional benefits at the standard rate at the current age of the insured. The policy shall be issued regardless of the age or health of the insured. Applications must be submitted within thirty-one (31) days of the insured's separation date of the group policy.

### 2. The Board of Education shall provide a hospital/major medical, dental, vision and life insurance plan for each member of the staff who desires and is eligible for coverage. Insurance benefits become effective the day of employment and terminate on the last day of the month of the effective date of resignation.

### 3. Options for Coverage

#### a. PPO

All bargaining unit members electing PPO shall pay monthly premium shares. The premium shares for the duration of the contract are:

\$310 for a single plan or \$425 for a family plan  
(First withheld in August of 2013 for September)

#### b. Health Savings Account

All bargaining unit members electing one of the Health Savings Account options shall pay monthly premium shares. The premium shares for the duration of the contract are \$250 (first withheld in August of 2013 for September). The Board of Education will contribute to the employee's savings account an amount as follows:

For Lumenos HSA 6:

For a single plan the monthly contribution will be \$50.

For a family plan the monthly contribution will be \$100.

For Lumenos HSA C12/Z:

For a single plan the monthly contribution will be \$75 (beginning September of 2013).

For a family plan the monthly contribution will be \$175 (beginning September of 2013).

In the first year of enrollment in the H.S. A. the annual contribution will be made within the first 30 days of enrollment.

In the years that follow the contribution will be made monthly.

c. Dental

All bargaining unit members shall pay \$15.00 per month for dental insurance.

d. Vision

The Board shall pay the total premium cost of the vision plan.

4. When an employee and spouse are both members of the bargaining unit, the Board's share of the monthly premium shall include but not exceed the full premium of a family medical insurance contract (either plan) so long as this premium does not exceed the agreed to Board contribution for a single or family contract combined. Once there are no dependents, the Board's premium share shall not exceed the total cost for two individual single premiums or one family, whichever is less. The employee shall notify the Treasurer immediately of the ineligibility of his last dependent.
5. **Opting Out of Dental Insurance Coverage**  

In the last pay of June, any teacher opting out of the dental portion of the insurance coverage during the annual enrollment period will be paid \$15 for each month that the district provided coverage is not taken.
6. Under the provisions of Cobra, employees laid off may continue to participate in the group programs.
7. Comprehensive Health Care benefits as described and outlined in the following summary shall be implemented as described in Appendix I below. For a complete legal description, refer to benefit booklets provided by Anthem or the successor company.

## **ARTICLE X**

### **REHIRING RETIRED TEACHERS**

- A. Any bargaining unit member who has previously retired from any school district and is currently accepting retirement benefits from the State Teachers' Retirement System will:
  1. Be granted credit for all academic training for the purpose of placement on the salary schedule.
  2. Be placed at Step 7 of the salary schedule.
  3. Use the most current date of hire for placement on the seniority list.
  4. Be granted only a one year contract
  5. Be evaluated yearly by the administration.

6. Be granted the full terms and conditions of the collective bargaining agreement except for the provisions placed in this section of the agreement.

## **ARTICLE XI**

### **LIAISON COMMITTEE**

The Liaison Committee is to be composed of the Superintendent, ALTA president, one member of ALTA negotiation team, board member, staff member from K-5, 6-8, and 9-12, a building principal, and other mutually agreed to members with a maximum of ten members. Meetings will begin at 2:30 P.M.

Building level concerns will first be addressed with the building principal before they are discussed at the liaison committee meeting.

The Liaison Committee will serve as the primary vehicle for communication and problem solving for the Association and the Administration. It shall meet at least every other month during the school year and will have an agenda that is mutually developed by the Association President and the Superintendent and will be co-chaired by these people.

The Liaison Committee will have input on:

- a. Developing the recommended school calendar;
- b. Establishing parent/teacher dates and times
- c. Providing input on any new technology implementations

ARTICLE XII

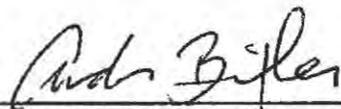
DURATION

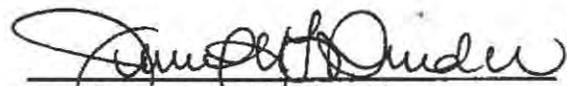
This Agreement represents the entire and complete understanding of the parties on all items within the scope of collective bargaining/negotiations. The Board and the Association acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, for the life of this Agreement, the Board and the Association each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

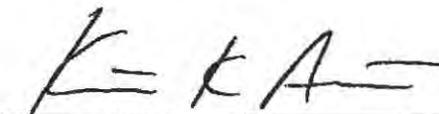
This Article shall not operate to bar negotiations over any subject or matter which the Board and the Association mutually agree to negotiate.

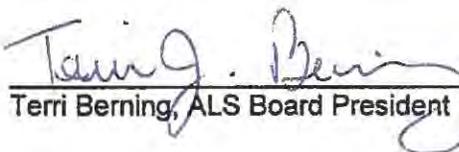
This contract shall be effective at 12:01 a.m. on July 1, 2014, and shall remain in full force and effect through midnight June 30, 2016.

  
\_\_\_\_\_  
Andrew Bixler, Superintendent

  
\_\_\_\_\_  
Jennifer Snider, ALTA President

  
\_\_\_\_\_  
Dennis Raberding, Treasurer

  
\_\_\_\_\_  
Kristian Althaus, ALTA

  
\_\_\_\_\_  
Terri Berning, ALS Board President

  
\_\_\_\_\_  
Tricia Unverferth, ALTA

**Attachment A Salary Schedules (next page)**

Tentative Agreement between ALTA and the Anna Local Board of Education  
May 2, 2014

ATTACHMENT A

ATTACHMENT A

Step	2014-2015					2015-2016				
	BS	150	MA	MA+15	MA+30	BS	150	MA	MA+15	MA+30
0	\$ 38,889	\$ 38,808	\$ 40,328	\$ 42,391	\$ 43,391	\$ 36,689	\$ 36,608	\$ 40,328	\$ 42,391	\$ 43,391
1	\$ 39,389	\$ 41,108	\$ 42,828	\$ 44,891	\$ 45,891	\$ 37,789	\$ 39,508	\$ 41,228	\$ 43,291	\$ 44,291
2	\$ 42,089	\$ 43,808	\$ 45,828	\$ 47,891	\$ 48,891	\$ 40,289	\$ 42,008	\$ 43,728	\$ 45,791	\$ 46,791
3	\$ 42,189	\$ 43,908	\$ 45,828	\$ 47,891	\$ 48,891	\$ 42,989	\$ 44,708	\$ 46,428	\$ 48,491	\$ 49,491
4	\$ 42,289	\$ 44,008	\$ 45,728	\$ 47,791	\$ 48,791	\$ 43,089	\$ 44,808	\$ 46,528	\$ 48,591	\$ 49,591
5	\$ 43,537	\$ 45,428	\$ 47,318	\$ 49,555	\$ 50,555	\$ 43,189	\$ 44,908	\$ 46,628	\$ 48,691	\$ 49,691
6	\$ 44,984	\$ 47,047	\$ 49,111	\$ 51,518	\$ 52,518	\$ 44,437	\$ 46,328	\$ 48,219	\$ 50,455	\$ 51,455
7	\$ 48,432	\$ 48,867	\$ 50,992	\$ 53,481	\$ 54,481	\$ 45,884	\$ 47,947	\$ 50,011	\$ 52,418	\$ 53,418
8	\$ 47,679	\$ 50,288	\$ 52,693	\$ 55,445	\$ 56,445	\$ 47,332	\$ 49,567	\$ 51,802	\$ 54,381	\$ 55,381
9	\$ 48,327	\$ 51,908	\$ 54,485	\$ 57,408	\$ 58,408	\$ 48,779	\$ 51,188	\$ 53,593	\$ 56,345	\$ 57,345
10	\$ 50,774	\$ 53,525	\$ 56,276	\$ 59,371	\$ 60,371	\$ 50,227	\$ 52,806	\$ 55,385	\$ 58,308	\$ 59,308
11	\$ 52,222	\$ 55,145	\$ 58,068	\$ 61,335	\$ 62,335	\$ 51,674	\$ 54,425	\$ 57,176	\$ 60,271	\$ 61,271
12	\$ 53,689	\$ 56,764	\$ 59,859	\$ 63,298	\$ 64,298	\$ 53,122	\$ 56,045	\$ 58,968	\$ 62,235	\$ 63,235
13	\$ 55,117	\$ 58,384	\$ 61,850	\$ 65,261	\$ 66,261	\$ 54,569	\$ 57,684	\$ 60,739	\$ 64,188	\$ 65,188
14	\$ 56,564	\$ 60,003	\$ 63,442	\$ 67,225	\$ 68,225	\$ 56,017	\$ 59,284	\$ 62,590	\$ 66,181	\$ 67,181
15	\$ 58,012	\$ 61,822	\$ 65,233	\$ 69,188	\$ 70,188	\$ 57,464	\$ 60,903	\$ 64,342	\$ 68,125	\$ 69,125
16	\$ 59,259	\$ 63,042	\$ 66,825	\$ 70,951	\$ 71,951	\$ 58,912	\$ 62,522	\$ 66,133	\$ 70,088	\$ 71,088
17	\$ 59,359	\$ 63,142	\$ 66,925	\$ 71,051	\$ 72,051	\$ 60,159	\$ 63,942	\$ 67,728	\$ 71,851	\$ 72,851
18	\$ 59,459	\$ 63,242	\$ 67,025	\$ 71,151	\$ 72,151	\$ 60,259	\$ 64,042	\$ 67,825	\$ 71,951	\$ 72,951
19	\$ 60,607	\$ 64,761	\$ 68,716	\$ 73,015	\$ 74,015	\$ 60,359	\$ 64,142	\$ 67,925	\$ 72,051	\$ 73,051
20	\$ 60,607	\$ 64,761	\$ 68,716	\$ 73,015	\$ 74,015	\$ 61,707	\$ 65,861	\$ 69,816	\$ 73,915	\$ 74,915
21	\$ 60,607	\$ 64,761	\$ 68,716	\$ 73,015	\$ 74,015	\$ 61,807	\$ 65,761	\$ 69,718	\$ 74,015	\$ 75,015
22	\$ 60,607	\$ 64,761	\$ 68,716	\$ 73,015	\$ 74,015	\$ 61,707	\$ 65,861	\$ 69,816	\$ 73,915	\$ 74,915
23	\$ 60,607	\$ 64,761	\$ 68,716	\$ 73,015	\$ 74,015	\$ 61,707	\$ 65,861	\$ 69,816	\$ 73,915	\$ 74,915
24	\$ 62,254	\$ 66,381	\$ 70,507	\$ 74,978	\$ 75,978	\$ 61,707	\$ 65,861	\$ 69,816	\$ 73,915	\$ 74,915
25	\$ 62,254	\$ 66,381	\$ 70,507	\$ 74,978	\$ 75,978	\$ 63,154	\$ 67,281	\$ 71,407	\$ 75,878	\$ 76,878
26	\$ 62,254	\$ 66,381	\$ 70,507	\$ 74,978	\$ 75,978	\$ 63,154	\$ 67,281	\$ 71,407	\$ 75,878	\$ 76,878
27	\$ 62,254	\$ 66,381	\$ 70,507	\$ 74,978	\$ 75,978	\$ 63,154	\$ 67,281	\$ 71,407	\$ 75,878	\$ 76,878
28	\$ 62,254	\$ 66,381	\$ 70,507	\$ 74,978	\$ 75,978	\$ 63,154	\$ 67,281	\$ 71,407	\$ 75,878	\$ 76,878
29	\$ 63,802	\$ 68,100	\$ 72,389	\$ 77,041	\$ 78,041	\$ 63,154	\$ 67,281	\$ 71,407	\$ 75,878	\$ 76,878
30	\$ 63,802	\$ 68,100	\$ 72,389	\$ 77,041	\$ 78,041	\$ 64,702	\$ 69,000	\$ 73,299	\$ 77,941	\$ 78,941
31	\$ 63,802	\$ 68,100	\$ 72,389	\$ 77,041	\$ 78,041	\$ 64,702	\$ 69,000	\$ 73,299	\$ 77,941	\$ 78,941
32	\$ 63,802	\$ 68,100	\$ 72,389	\$ 77,041	\$ 78,041	\$ 64,702	\$ 69,000	\$ 73,299	\$ 77,941	\$ 78,941
33	\$ 63,802	\$ 68,100	\$ 72,389	\$ 77,041	\$ 78,041	\$ 64,702	\$ 69,000	\$ 73,299	\$ 77,941	\$ 78,941
34	\$ 63,802	\$ 68,100	\$ 72,389	\$ 77,041	\$ 78,041	\$ 64,702	\$ 69,000	\$ 73,299	\$ 77,941	\$ 78,941
35	\$ 63,802	\$ 68,100	\$ 72,389	\$ 77,041	\$ 78,041	\$ 64,702	\$ 69,000	\$ 73,299	\$ 77,941	\$ 78,941
36	\$ 63,802	\$ 68,100	\$ 72,389	\$ 77,041	\$ 78,041	\$ 64,702	\$ 69,000	\$ 73,299	\$ 77,941	\$ 78,941
37	\$ 63,802	\$ 68,100	\$ 72,389	\$ 77,041	\$ 78,041	\$ 64,702	\$ 69,000	\$ 73,299	\$ 77,941	\$ 78,941
38	\$ 63,802	\$ 68,100	\$ 72,389	\$ 77,041	\$ 78,041	\$ 64,702	\$ 69,000	\$ 73,299	\$ 77,941	\$ 78,941
39	\$ 63,802	\$ 68,100	\$ 72,389	\$ 77,041	\$ 78,041	\$ 64,702	\$ 69,000	\$ 73,299	\$ 77,941	\$ 78,941
40	\$ 63,802	\$ 68,100	\$ 72,389	\$ 77,041	\$ 78,041	\$ 64,702	\$ 69,000	\$ 73,299	\$ 77,941	\$ 78,941

Initials for tentative agreement:

AB Andrew Bixler - Date: 5-2-14  
 DR Denny Raberding - Date: 5/2/14  
 JS Jennifer Snider - Date: 5/2/14  
 KA Kristian Alhauser - Date: 5/2/14

## Attachment B

Supplemental Salary Schedule school year 2013-2016

Base	POSITION	NO. IN POS.	0 to 4 yrs experience		5-9 yrs of experience		10+ yrs experience	
			% of base	SALARY	% of base	SALARY	% of base	SALARY
36,889	Athletic Director		17.00%	\$6,271.13	21.25%	\$7,838.91	23.375%	\$8,622.80
36,889	Boys Varsity Basketball		16.00%	\$5,902.24	20.00%	\$7,377.80	22.000%	\$8,115.58
36,889	Girls Varsity Basketball		16.00%	\$5,902.24	20.00%	\$7,377.80	22.000%	\$8,115.58
36,889	Boys Jr Varsity Basketball		12.00%	\$4,426.68	15.00%	\$5,533.35	16.500%	\$6,086.69
36,889	Girls Jr Varsity Basketball		12.00%	\$4,426.68	15.00%	\$5,533.35	16.500%	\$6,086.69
36,889	Varsity Assistant Basketball	2	8.00%	\$2,951.12	10.00%	\$3,688.90	11.000%	\$4,057.79
36,889	Freshman Basketball		9.00%	\$3,320.01	11.25%	\$4,150.01	12.375%	\$4,565.01
36,889	8th Grade Basketball	2	6.00%	\$2,213.34	7.50%	\$2,766.68	8.250%	\$3,043.34
36,889	7th Grade Basketball	2	6.00%	\$2,213.34	7.50%	\$2,766.68	8.250%	\$3,043.34
36,889	5th and 6th Grade Basketball	2	1.00%	\$368.89	1.25%	\$461.11	1.375%	\$507.22
36,889	Varsity Football		16.00%	\$5,902.24	20.00%	\$7,377.80	22.000%	\$8,115.58
36,889	Varsity Assistant Football	3	12.00%	\$4,426.68	15.00%	\$5,533.35	16.500%	\$6,086.69
36,889	Freshman Football	2	9.00%	\$3,320.01	11.25%	\$4,150.01	12.375%	\$4,565.01
36,889	Junior High Head Football		9.00%	\$3,320.01	11.25%	\$4,150.01	12.375%	\$4,565.01
36,889	Junior High Football	2	6.00%	\$2,213.34	7.50%	\$2,766.68	8.250%	\$3,043.34
36,889	Girls Varsity Soccer		13.00%	\$4,795.57	16.25%	\$5,994.46	17.875%	\$6,593.91
36,889	Girls Varsity Assistant Soccer		6.00%	\$2,213.34	7.50%	\$2,766.68	8.250%	\$3,043.34
36,889	Varsity Volleyball		13.00%	\$4,795.57	16.25%	\$5,994.46	17.875%	\$6,593.91
36,889	Reserve Volleyball		8.00%	\$2,951.12	10.00%	\$3,688.90	11.000%	\$4,057.79
36,889	Varsity Assistant Volleyball		6.00%	\$2,213.34	7.50%	\$2,766.68	8.250%	\$3,043.34
36,889	8th Grade Volleyball		6.00%	\$2,213.34	7.50%	\$2,766.68	8.250%	\$3,043.34
36,889	7th Grade Volleyball		6.00%	\$2,213.34	7.50%	\$2,766.68	8.250%	\$3,043.34
36,889	Varsity Baseball		13.00%	\$4,795.57	16.25%	\$5,994.46	17.875%	\$6,593.91
36,889	Varsity Assistant Baseball		6.00%	\$2,213.34	7.50%	\$2,766.68	8.250%	\$3,043.34
36,889	Reserve Baseball		8.00%	\$2,951.12	10.00%	\$3,688.90	11.000%	\$4,057.79
36,889	Girls Softball		13.00%	\$4,795.57	16.25%	\$5,994.46	17.875%	\$6,593.91
36,889	Reserve Softball		8.00%	\$2,951.12	10.00%	\$3,688.90	11.000%	\$4,057.79
36,889	Varsity Assistant Softball		6.00%	\$2,213.34	7.50%	\$2,766.68	8.250%	\$3,043.34
36,889	Golf		6.00%	\$2,213.34	7.50%	\$2,766.68	8.250%	\$3,043.34
36,889	Reserve Golf		3.00%	\$1,106.67	3.75%	\$1,383.34	4.125%	\$1,521.67
36,889	Weight Room Supervisor		6.00%	\$2,213.34	7.50%	\$2,766.68	8.250%	\$3,043.34
36,889	Varsity Track	2	13.00%	\$4,795.57	16.25%	\$5,994.46	17.875%	\$6,593.91
36,889	Varsity Assistant Track	2	8.00%	\$2,951.12	10.00%	\$3,688.90	11.000%	\$4,057.79
36,889	Jr High Track	2	6.00%	\$2,213.34	7.50%	\$2,766.68	8.250%	\$3,043.34
36,889	Boys and Girls Cross Country		13.00%	\$4,795.57	16.25%	\$5,994.46	17.875%	\$6,593.91
36,889	Assistant Cross Country		8.00%	\$2,951.12	10.00%	\$3,688.90	11.000%	\$4,057.79
36,889	Jr Hi Cross Country		6.00%	\$2,213.34	7.50%	\$2,766.68	8.250%	\$3,043.34
36,889	Football Cheerleader Advisor		6.00%	\$2,213.34	7.50%	\$2,766.68	8.250%	\$3,043.34
36,889	Basketball Cheerleader Advisor		6.00%	\$2,213.34	7.50%	\$2,766.68	8.250%	\$3,043.34
36,889	Jr Hi Cheerleader Advisor		3.50%	\$1,291.12	4.35%	\$1,603.56	4.780%	\$1,763.29
36,889	Musical	3	6.00%	\$2,213.34	7.50%	\$2,766.68	8.250%	\$3,043.34
36,889	Stage Manager		8.00%	\$2,951.12	10.00%	\$3,688.90	11.000%	\$4,057.79
36,889	Pit Orchestra Musical		8.00%	\$2,951.12	10.00%	\$3,688.90	11.000%	\$4,057.79
36,889	Drama- One Acts/Fall Play		4.00%	\$1,475.56	5.00%	\$1,844.45	5.500%	\$2,028.90
36,889	Musical Accompanist		2.00%	\$737.78	2.50%	\$922.23	2.750%	\$1,014.45

0 to 4 yrs experience

5-9 yrs of experience

10+ yrs experience

	POSITION	NO. IN POS.	% of base	SALARY	% of base	SALARY	% of base	SALARY
36,889	High School Yearbook		6.00%	\$2,213.34	7.50%	\$2,766.68	8.25%	\$3,043.1
36,889	Middle School Yearbook		2.00%	\$737.78	2.50%	\$922.23	2.75%	\$1,014.4
36,889	Elementary Yearbook		1.00%	\$368.89	1.25%	\$461.11	1.38%	\$507.1
36,889	Solo & Ensemble Coach	2	2.00%	\$737.78	2.50%	\$922.23	2.75%	\$1,014.4
36,889	Pep Band		5.00%	\$1,844.45	6.25%	\$2,305.56	6.88%	\$2,536.1
36,889	Concert and Performance	2	5.00%	\$1,844.45	6.25%	\$2,305.56	6.88%	\$2,536.1
36,889	Muse Machine	2	1.00%	\$368.89	1.25%	\$461.11	1.38%	\$507.1
36,889	5th Grade Outdoor Education Coordinator		2.00%	\$737.78	2.50%	\$922.23	2.75%	\$1,014.4
36,889	8th Grade Trip Coordinator		3.50%	\$1,291.12	4.38%	\$1,613.89	4.81%	\$1,775.4
36,889	Science Olympiad Advisor	2	4.00%	\$1,475.56	5.00%	\$1,844.45	5.50%	\$2,028.1
36,889	Power of the Pen Advisor	2	3.00%	\$1,106.67	3.75%	\$1,383.34	4.13%	\$1,521.1
36,889	Industrial Tech Maint and Ind Tech Club		4.00%	\$1,475.56	5.00%	\$1,844.45	5.50%	\$2,028.1
36,889	Environthon Coach		2.00%	\$737.78	2.50%	\$922.23	2.75%	\$1,014.4
36,889	Future City		2.00%	\$737.78	2.50%	\$922.23	2.75%	\$1,014.4
36,889	Math Counts		1.00%	\$368.89	1.25%	\$461.11	1.38%	\$507.1
36,889	Prom Advisor	3	1.00%	\$368.89	1.25%	\$461.11	1.38%	\$507.1
36,889	Academia		4.00%	\$1,475.56	5.00%	\$1,844.45	5.50%	\$2,028.1
36,889	F.T.A.		2.00%	\$737.78	2.50%	\$922.23	2.75%	\$1,014.4
36,889	N.H.S.		2.00%	\$737.78	2.50%	\$922.23	2.75%	\$1,014.4
36,889	Computer Club	3	1.00%	\$368.89	1.25%	\$461.11	1.38%	\$507.1
36,889	Art Club		2.00%	\$737.78	2.50%	\$922.23	2.75%	\$1,014.4
36,889	Spanish Club		2.00%	\$737.78	2.50%	\$922.23	2.75%	\$1,014.4
36,889	French Club		2.00%	\$737.78	2.50%	\$922.23	2.75%	\$1,014.4
36,889	HS Skills Events (at least 3)		2.00%	\$737.78	2.50%	\$922.23	2.75%	\$1,014.4
36,889	MS Skills Events (at least 3)		2.00%	\$737.78	2.50%	\$922.23	2.75%	\$1,014.4
36,889	Student Council HS		3.00%	\$1,106.67	3.75%	\$1,383.34	4.13%	\$1,521.1
36,889	Student Council MS		3.00%	\$1,106.67	3.75%	\$1,383.34	4.13%	\$1,521.1
36,889	Student Council Elementary		3.00%	\$1,106.67	3.75%	\$1,383.34	4.13%	\$1,521.1
36,889	Scholastic Bowl		1.00%	\$368.89	1.25%	\$461.11	1.38%	\$507.1
36,889	IBA (Maximum of 5)		3.00%	\$1,106.67	3.75%	\$1,383.34	4.13%	\$1,521.1
36,889	SADD Advisor		2.00%	\$737.78	2.50%	\$922.23	2.75%	\$1,014.4
36,889	Marching Band Director		13.00%	\$4,795.57	16.25%	\$5,994.46	17.88%	\$6,593.1
36,889	Assistant Marching Band Director		6.00%	\$2,213.34	7.50%	\$2,766.68	8.25%	\$3,043.1
36,889	Graduation Consultant		1.00%	\$368.89	1.25%	\$461.11	1.38%	\$507.1

D.C Trip and 5th Grade Trip: Base divided by  
184 days X .35 X # of nights = total

Hourly rate = base X .0007  
2013-2016 = 25.82

Among others paid at hourly rate are the following:

Saturday School Monitor  
Detention Monitor  
Summer School Instructors

LPDC Representative Time

Supplemental tutoring

Any other position that the Superintendent feels is necessary

**Attachment C**

**Anna Local Schools Absence Form**

To the fullest extent possible, this form is to be submitted to the building principal for approval.

Employee Name \_\_\_\_\_

Date(s) of Absence \_\_\_\_\_ A.M. \_\_\_\_\_ P.M. \_\_\_\_\_ All Day \_\_\_\_\_

Total Days of Absence \_\_\_\_\_

Type of Absence: (Check)

\_\_\_\_\_ Sick      \_\_\_\_\_ Funeral      \_\_\_\_\_ Personal      \_\_\_\_\_ Professional

\_\_\_\_\_ Jury Duty      \_\_\_\_\_ Deduct Day      \_\_\_\_\_ Vacation (12 month employees)

Employees Signature \_\_\_\_\_ Date \_\_\_\_\_

Administrator Signature \_\_\_\_\_ Date \_\_\_\_\_

Substitute Name (if needed) \_\_\_\_\_

White Copy – Building Principal    Yellow Copy – Superintendent    Pink Copy – Treasurer    Gold Copy – Employee

**Attachment D**

**ANNA LOCAL SCHOOLS  
GRIEVANCE REPORT FORM**

- Distribution:**
1. Grievant
  2. Principal/Immediate Supervisor
  3. Superintendent
  4. Treasurer
  5. Association President

**STEP 2 SECTION A  
TO BE COMPLETED BY GRIEVANT**

Name of Grievant \_\_\_\_\_

Building \_\_\_\_\_

Assignment \_\_\_\_\_

Date of cause of grievance \_\_\_\_\_

Date of Step 1 Informal Meeting \_\_\_\_\_

State grievance stipulating Article, Section and Paragraph of the Agreement which was allegedly misinterpreted misapplied or violated; and suggested remedy.

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

Signature of Grievant \_\_\_\_\_

Date Filed \_\_\_\_\_

**STEP 2 SECTION B  
TO BE COMPLETED BY PRINCIPAL  
Disposition of Grievance At Step 1**

Name of Principal \_\_\_\_\_

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

Rationale for Disposition \_\_\_\_\_

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

Signature of Principal \_\_\_\_\_

Date of Hearing \_\_\_\_\_

Title \_\_\_\_\_

Date of Disposition \_\_\_\_\_

**TO BE COMPLETED BY THE SUPERINTENDENT**

Name of Superintendent \_\_\_\_\_ Form Received by Supt. \_\_\_\_\_

Disposition of Grievance at Step 3 \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Rationale for Disposition \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Superintendent \_\_\_\_\_ Date of Hearing \_\_\_\_\_

Date of Disposition \_\_\_\_\_

**STEP 4**

**TO BE COMPLETED BY GRIEVANT**

The Association is not satisfied with the disposition of the grievance at Step 3. We request a hearing before an arbitrator. We understand the decision of the arbitrator is binding and that the expenses of the arbitrator will be shared equally by the Association and the Anna Local Board of Education.

Signature of Grievant \_\_\_\_\_ Date Filed \_\_\_\_\_

Signature of Superintendent \_\_\_\_\_ Request for arbitrator received \_\_\_\_\_

Date arbitration request was sent to the American Arbitration Association \_\_\_\_\_

Association Representative's Signature \_\_\_\_\_

Arbitrator's Decision (A copy of the decision will be attached)

## Attachment E

### Your Anthem Benefits



**Shelby County Schools - PPO Plan B, Option 4  
Blue Access<sup>SM</sup> (PPO)  
Summary of Benefits, Effective 09/01/2010**

Benefit Description	Network	Non-Network
<b>Deductible (Single/Family)</b>	\$500/\$1,000	\$1,000/\$2,000
<b>Out-of-Pocket Limit (Single/Family)</b>	\$2,000/\$4,000	\$4,000/\$8,000
<b>Physician Home and Office Services (PCP/SCP) Primary Care Physician (PCP)/Specialty Care Physician (SCP) Including Office Surgeries and allergy serum:</b>	\$25/\$25	40%
<ul style="list-style-type: none"> <li>• allergy injections (PCP and SCP) \$5 40%</li> <li>• allergy testing 20% 40%</li> <li>• routine and non-routine mammograms (regardless of outpatient setting) \$25 40%</li> <li>• diabetic education (regardless of outpatient setting) \$25 40%</li> <li>• certain medical nutritional therapy (regardless of outpatient setting) \$25 Not Covered</li> <li>• MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies and non-maternity related Ultrasounds 20% 40%</li> </ul>		
<b>Preventive Care Services</b> Services include but are not limited to: Routine Exams, Pelvic Exams, Pap testing, PSA tests, Immunizations <sup>1</sup> , Annual diabetic eye exam, Routine Vision and Hearing exams		
<ul style="list-style-type: none"> <li>• Physician Home and Office Visits (PCP/SCP) \$25/\$25 40%</li> <li>• Other Outpatient Services @ Hospital/Alternative Care Facility 20% 40%</li> </ul>		
<b>Emergency and Urgent Care</b>		
<ul style="list-style-type: none"> <li>• Emergency Room Services @ Hospital (facility/other covered services) (copayment waived if admitted) \$150 \$150</li> <li>• Urgent Care Center Services \$50 \$50</li> </ul>		
<b>Inpatient and Outpatient Professional Services</b> Include but are not limited to:	20%	40%
<ul style="list-style-type: none"> <li>• Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams</li> </ul>		
<b>Inpatient Facility Services</b> Unlimited days except for:	20%	40%
<ul style="list-style-type: none"> <li>• 60 days Network/Non-Network combined for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis)</li> <li>• 90 days Network/Non-Network combined for skilled nursing facility</li> </ul>		
<b>Outpatient Surgery Hospital/Alternative Care Facility</b>	20%	40%
<ul style="list-style-type: none"> <li>• Surgery and administration of general anesthesia</li> </ul>		
<b>Other Outpatient Services (including but not limited to):</b>	20%	40%
<ul style="list-style-type: none"> <li>• Non Surgical Outpatient Services for example: MRIs, C-Scans, Chemotherapy, Ultrasounds, and other diagnostic outpatient services.</li> <li>• Home Care Services (Network/Non-network combined) 90 visits (excludes IV Therapy)</li> <li>• Durable Medical Equipment and Orthotics (Network/ Non-network combined) \$4,000 benefit maximum (excluding Prosthetic Devices and Medical Supplies)</li> <li>• Prosthetic Devices \$4,000 benefit maximum</li> <li>• Physical Medicine Therapy Day Rehabilitation programs</li> <li>• Hospice Care 20%</li> <li>• Ambulance Services 20%</li> </ul>		

Outpatient Therapy Services (Combined Network & Non-Network limits apply)		
<ul style="list-style-type: none"> <li>Physician Home and Office Visits (PCP/SCIP)</li> <li>Other Outpatient Services @ Hospital/Alternative Care Facility</li> </ul> Limits apply to: <ul style="list-style-type: none"> <li>Physical therapy: 30 visits</li> <li>Occupational therapy: 30 visits</li> <li>Manipulation therapy: 12 visits</li> <li>Speech therapy: 20 visits</li> </ul>	\$25/\$25 20%	40% 40%
Behavioral Health Mental Illness and Substance Abuse* <ul style="list-style-type: none"> <li>Inpatient Facility Services</li> <li>Outpatient Professional Services</li> <li>Physician Home and Office Visits (PCP/SCIP)</li> <li>Other Outpatient Services: Outpatient Facility @ Hospital/Alternative Care Facility, Outpatient Professional</li> </ul>	20% 20% No cost share No cost share	40% 40% 40% 40%
Human Organ and Tissue Transplants* <ul style="list-style-type: none"> <li>Acquisition and transplant procedures, harvest and storage.</li> </ul>	No payment/coinsurance	50%
Prescription Drugs* Network Tier structure equals 1/2's (and 4, if applicable) Network Retail Pharmacies: <ul style="list-style-type: none"> <li>Network (30-day supply) includes diabetic test strip</li> <li>Autism Rx Direct Mail Services: (90-day supply) Includes diabetic test strip</li> <li>Medicare Rx - Wrap</li> </ul> Specialty Medications must be obtained via our Specialty Pharmacy network in order to receive network level benefits.	\$10/\$40/\$90 \$20/\$90/\$170	50%, min \$80's Not covered
Lifetime Maximum (Combined Network and Non-Network)*	\$5 million	\$5 million

**Notes:**

- First dollar copayments are excluded from the out-of-pocket limits. Also Prescription Drug deductible/coinsurance and Non-network Human Organ and Tissue Transplants are excluded from the out-of-pocket limits.
- Deductible(s) apply only to covered medical services listed with a percentage (%). coinsurance. However, the deductible does not apply to Emergency Room Services @ Hospital where a percentage (%). coinsurance applies to other covered services.
- Member and Non-network deductibles, copayments, coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other.
- Dependent Age: to the end of the calendar year which the child attains age 19; or to the end of the calendar year which the child attains age 25 if the child qualifies as a full-time student.
- Specialist copayment is applicable to all Specialists excluding General Physicians, Internists, Pediatricians, OB/GYN's and Geriatrics or any other Network Provider as allowed by the plan.
- Physician Home and office visit copayment also applies if the office visit is billed with allergy injections.
- No copayment/coinsurance means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- PCP is a Network Provider who is a practitioner that specializes in family practice, general practice, internal medicine, pediatrics, obstetrics/gynecology, geriatrics or any other Network provider as allowed by the plan.
- SCP is a Network Provider, other than a Primary Care Physician, who provides services within a designated specialty area of practice.
- Certain diabetic and autoimmune supplies have no deductible/copayment/coinsurance up to the maximum allowable amount at network pharmacies except diabetic test strips.
- Benefit period = calendar year.
- These covered services are not subject to the deductible/copayment if you have a first dollar copayment and if rendered without an office visit.
- We encourage you to contact Our Mental Health Sub-contractor to assure the use of appropriate procedures, setting and medical necessity. Refer to Schedule of Benefits for limitations, Behavioral Health Services (Mental Health and Substance Abuse) benefits provided in accordance with Federal Mental Health parity.
- Kidney and Cornea are treated the same as any other illness and subject to the medical benefits.
- If applicable, all prescription drug copayment apply tier 1. Non-network-network, Retail/Ink-service combined apply to the per household deductible. Once the deductible is met, the appropriate copayment applies. Also if applicable, the Prescription Drug out of pocket maximum applies to Network Retail and Mail-Service combined.
- For non-network diabetes/asthma supplies not covered except diabetic test strips.
- Prescription Drugs do not accumulate toward the Medical Lifetime Maximum. However, once the Medical Lifetime Maximum is met, no additional Prescription Drug claims will be paid.

**Prescription:**

- Members are encouraged to always obtain prior approval when using non-network providers. Prescription will help avoid any unnecessary restriction in benefits for non-covered or non-medically necessary services.

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**Shelby County Schools  
Lumenos Health Savings Accounts Option 6  
Summary of Benefits , Effective 09/01/2010**

Covered Benefits	Network	Non-Network
<b>Deductible</b> Family coverage requires the family deductible to be met before coinsurance applies. The single deductible does not apply to family coverage. Network and Non-Network deductibles are combined. (This only applies to non-embedded deductible designs.)	Single: \$2,000 Family: \$4,000	Single: \$2,000 Family: \$4,000
<b>Out-of-Pocket Limit</b>	Single: \$2,000 Family: \$4,000	Single: \$4,000 Family: \$8,000
<b>Physician Home and Office Services (PCP/SCP)</b> Primary Care Physician(PCP)/Specialty Care Physician (SCP) • Including Office Surgeries, allergy serum, allergy injections and allergy testing	0%/0%	30%
<b>Preventive Care Services</b> Services include but are not limited to: Routine Exams, Pelvic Exams, Pap testing, PSA tests, Immunizations, Annual diabetic eye exam, Routine Vision and Hearing exams, Routine Mammograms, Diabetic Self Management Training, and Certain Medical Nutritional Therapy (Network only). • Physician Home and Office Visits (PCP/SCP) • Other Outpatient Services @ Hospital/Alternative Care Facility	No Cost Share	30% 30%
<b>Emergency and Urgent Care</b> • Emergency Room Services @Hospital (facility/other covered services) (copayment waived if admitted) • Urgent Care Center Services	0% 0%	0% 0%
<b>Inpatient and Outpatient Professional Services</b> Include but are not limited to: • Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams	0%	30%
<b>Inpatient Facility Services</b> Unlimited days except for: • 60 days Network/Non-Network combined for physical medicine / rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis) • 100 days Network/Non-Network combined for skilled nursing facility	0%	30%
<b>Outpatient Surgery Hospital / Alternative Care Facility</b> • Surgery and administration of general anesthesia	0%	30%
<b>Other Outpatient Services (including but not limited to):</b> • Non Surgical Outpatient Services For example: MRIs, C-Scans, Chemotherapy, Ultrasounds and other diagnostic outpatient services. • Home Care Services (Network/Non-network combined) 100 visits (excludes IV Therapy) • Durable Medical Equipment and Orthotics (Network/Non-network combined) \$4,000 benefit maximum (excluding Prosthetic Devices and Medical Supplies) • Prosthetic Devices \$4,000 benefit maximum • Physical Medicine Therapy Day Rehabilitation programs • Hospice Care • Ambulance Services	0% 0%	30% 0% 0%

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(3)Prescription Drugs do not accumulate toward the Medical Lifetime Maximum. However, once the Medical Lifetime Maximum is met, no additional Prescription Drug claims will be paid.

**Recertification:**

Members are encouraged to always obtain prior approval when using Non-network providers. Precertification will help avoid any unnecessary reduction in benefits for non-covered or non-medically necessary services.

This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate, and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

**Shelby County Schools  
Lumenos Health Savings Accounts Option 6  
Summary of Benefits , Effective 09/01/2010**

Covered Benefits	Network	Non-Network
<b>Outpatient Therapy Services</b> (Combined Network & Non-Network limits apply) • Physician Home and Office Visits (PCP/SCP) • Other Outpatient Services @ Hospital/Alternative Care Facility Limits apply to: • Physical therapy: 20 visits • Occupational therapy: 20 visits • Manipulation therapy: 12 visits • Speech therapy: 20 visits	0%/0% 0%	30% 30%
<b>Behavioral Health Services:</b> Non Biologically Based Mental Illness and Substance Abuse (1)(limits and maximums apply) • Inpatient Facility Services • Physician Home and Office Visits (PCP/SCP) • Other Outpatient Services @ Hospital/Alternative Care Facility Inpatient: 30 Network days (includes inpatient mental health Non-Network) Outpatient: 30 Network visits 10 Non-Network mental health visits Combined Inpatient and outpatient substance abuse \$550 Non-Network (Substance abuse rehabilitation programs are limited to two per lifetime Network and Non-Network combined.) Biologically based mental illnesses are paid same as any other illness.	0% 0%/0% 0%	30% 30% 30%
<b>Human Organ and Tissue Transplants</b> • Acquisition and transplant procedures, harvest and storage.	0%	30%
<b>Prescription Drugs:</b> • Network Retail Pharmacies: (30-day supply) Includes diabetic test strip • Anthem Mail Service: (90-day Supply) Includes diabetic test strip	0% 0%	30%(2) Not Covered
<b>Lifetime Maximum (Combined Network and Non-Network) (3)</b>	\$5 million	\$5 million

**Notes:**

- All deductibles and coinsurance apply toward the out-of-pocket maximum including prescription drugs. (Excludes Non-network Human Organ and Tissue Transplants).
- Deductible(s) apply only to covered medical services listed with a percentage (%) coinsurance including prescription drugs.
- Network and Non-network deductibles are combined. Network and Non-network coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other.
- Dependent age: to the end of the calendar year in which the child attains age 19; or to the end of the calendar year in which the child attains age of 25 if the child qualifies as a full-time student.
- 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment. No cost share means no deductible or coinsurance up to the maximum allowable amount.
- PCP is a Network Provider who is a practitioner that specializes in family practice, general practice, internal medicine, pediatrics, obstetrics/gynecology, geriatrics or any other Network provider as allowed by the plan.
- SCP is a Network Provider, other than a Primary Care Physician, who provides services within a designated specialty area of practice.
- Benefit period = Calendar Year
- (1) We encourage you to contact Our Mental Health Subcontractor to assure the use of appropriate procedures, setting and medical necessity. Refer to Schedule of Benefits for limitations. Behavioral Health Services (Mental Health and Substance Abuse) benefits provided in accordance with Federal Mental Health Parity
- (2) Rx non-network diabetic/asthmatic supplies not covered except diabetic test strips.

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**Shelby County Schools  
Lumenos Health Savings Accounts Option 6  
Summary of Benefits , Effective 09/01/2010**

*(3) Prescription Drugs do not accumulate toward the Medical Lifetime Maximum. However, once the Medical Lifetime Maximum is met, no additional Prescription Drug claims will be paid.*

**Recertification:**

*Members are encouraged to always obtain prior approval when using Non-network providers. Recertification will help avoid any unnecessary reduction in benefits for non-covered or non-medically necessary services.*

**Pre-Existing Exclusion Period:**

*We will not provide benefits for services, supplies, or charges for any pre-existing condition for the time period specified below (subject to HIPAA portability requirements):*

*12 months after the member's enrollment date*

*A pre-existing condition is a condition (mental or physical), which was present and for which medical advice, diagnosis, care or treatment was recommended or received within the 6 month period ending on the member's enrollment date. Pregnancy and domestic violence are not considered a pre-existing condition. Genetic information may not be used as a condition in the absence of a diagnosis.*

*This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate, and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.*

Authorized group signature (if applicable) <i>Heather M. New, Superintendent</i>	Date <i>6-21-10</i>
Underwriting signature (if applicable)	Date

# Your Anthem Benefits



## Shelby County Schools Anthem Dental Traditional (group size 51+) Summary of Benefits, Effective 09/01/2009

This is not a contract; it is a partial listing of benefits and services. All covered services are subject to the conditions, exclusions, qualifications, limitations, terms and provisions of the Dental Certificate.

BENEFITS	MEMBER'S RESPONSIBILITY
<b>Annual Deductible (Single/Family)</b>	\$25/\$50 single/family
<b>Annual Maximum</b>	\$1,500
<b>PREVENTIVE</b>	Covered in full
<b>Diagnostic and Preventive Services (no deductible)</b> <ul style="list-style-type: none"> <li>• oral evaluations</li> <li>• X-rays (bitewing)</li> <li>• cleanings</li> <li>• space maintainers</li> <li>• palliative treatment</li> <li>• other selected diagnostic and preventive services</li> </ul>	
<b>PRIMARY (deductible applied)</b>	20%
<ul style="list-style-type: none"> <li>• X-ray (full mouth)</li> <li>• general anesthesia (surgical procedures)</li> <li>• I.V. sedation (surgical procedures)</li> <li>• amalgam and composite restorations</li> <li>• pin retention procedures</li> <li>• root canal therapy</li> <li>• apexification</li> <li>• therapeutic pulpotomy</li> <li>• other selected endodontic services</li> <li>• simple and surgical tooth extractions</li> <li>• other selected oral surgery services</li> <li>• gingivectomy</li> <li>• osseous surgery</li> <li>• other selected periodontal services</li> </ul>	
<b>COMPLEX (deductible applied)</b>	40%
<ul style="list-style-type: none"> <li>• crowns/inlays/onlays</li> <li>• partial and full dentures</li> <li>• other selected prosthodontic services</li> </ul>	
<b>ORTHODONTIC</b>	40%
<b>Orthodontic Services (no deductible)</b> <b>Dependent child to age 25</b> <ul style="list-style-type: none"> <li>• non-surgical dental services related to the supervision, guidance and correction of growing or mature teeth</li> <li>• examination</li> <li>• records</li> <li>• tooth guidance</li> <li>• repositioning (straightening) of the teeth</li> <li>• post orthodontic retention</li> </ul>	
<b>Separate Orthodontic Lifetime Maximum</b>	\$1,000