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STATE EMPLOYMENT
AND APPEALS BOARD

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MASTER CONTRACT

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EFFECTIVE

July 1, 2013

THROUGH

June 30, 2016

BETWEEN

**ARCANUM-BUTLER LOCAL SCHOOL
DISTRICT**

and the

**ARCANUM-BUTLER CLASSROOM
TEACHERS ASSOCIATION**

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PREAMBLE

The Arcanum-Butler Board of Education, hereinafter referred to as the "Board", and the Arcanum-Butler Classroom Teachers Association, hereinafter referred to as the "Association", chartered by the Ohio Education Association, do hereby agree that the welfare of the children of the Arcanum-Butler Local School District is paramount in the operation of the schools and will be promoted by both parties. The parties, therefore, enter into this Agreement as hereinafter set forth, based on their respective obligations and liabilities.

Because of the above, it is understood and agreed that:

- A. The Board of Education, by law, has the final responsibility for establishing policy in the school district.
- B. The Superintendent and his staff have the responsibility for implementing the policies established by the Board.
- C. The Board and the Association subscribe to the principle that differences should be resolved through negotiations and/or the grievance procedure without interruption to the school program.

This Agreement supersedes any and all previous agreements between the parties hereto and is a final and complete agreement of all negotiated items that are in effect throughout the term of said Agreement. In addition, neither the Board nor the Association shall be obligated to negotiate on any item for the life of this Agreement, except as may be provided in this Agreement.

DEFINITIONS

- Full-Time = 7 hours 15 minutes
- Half-time = 3 hours 35 minutes
- All part-time/half-time employees shall receive a planning period
- All "days" referred to in this contract shall be working days

ARTICLE 1 **BOARD RIGHTS**

The Board, by mutual agreement with the Association, commits itself to such Association recognition and other conditions of employment as incorporated in the Agreement, and the Board, on behalf of the electors of the District, retains and reserves unto itself the ultimate responsibilities for proper management of the School District conferred upon and vested in it by the Revised Code of Ohio and Constitution of the State of Ohio and the United States, including the responsibility for and the right:

- A. To maintain executive management and administrative control of the school system and its properties and facilities, and the professional activities of its employees as related to the conduct of school affairs.
- B. To hire all employees and, subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion, and to promote, and transfer all such employees.
- C. To delegate authority through recognized administrative channels according to current Board policy.
- D. To determine job schedules, the hours of employment, and the duties, responsibilities, and assignments of employees with respect thereto, and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authorities, 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 Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and laws of the State of Ohio and the Constitution and laws of the United States.

ARTICLE 2 **RECOGNITION**

The Association is hereby recognized as the sole and exclusive collective bargaining representative for the certificated/licensed instructional staff who, at the minimum, provide half-time service to the Board. The certificated/licensed instructional staff, as used herein, shall be limited to classroom teachers, special teachers (art, music, physical education, etc.), nurses, guidance counselors, and tutors who are in positions requiring teacher certification/licensure.

Specifically excluded from this recognition are the following: Superintendent, Assistant Superintendent(s), Principal(s), Assistant Principal(s) and other administrative or supervisory personnel. For the purpose of this Agreement, the term "other administrative or supervisory personnel" shall include but not be limited to any certificated/licensed employee having the responsibility to direct the activities of other certificated/licensed employees and the authority to hire, transfer, assign, promote, discharge or discipline other employees or have the responsibility to recommend such action.

ARTICLE 3 **ASSOCIATION RIGHTS**

As the recognized representative of the teachers, the Association shall have the following rights:

- A. The President of the Association shall be furnished a tentative agenda in advance of any regularly scheduled Board meeting. In the case of meetings involving important consideration (e.g., appropriations, budget adoption, list of teachers whose contracts will be considered), the Board will supply copies upon request of such attachments to the Association President for Association study.
- B. Copy of official minutes of Board meetings delivered within five (5) working days.
- C. Use of bulletin boards in the teachers' lounges.
- D. Use of the public address system for announcements to members. Times for making such announcements shall be determined by the Building Principal.
- E. Permission to make announcements during faculty meetings.
- F. Use of individual teachers' mailboxes, inter-school mail, electronic mail and other technology as it develops.
- G. Permission to visit school buildings by the Association President, his/her designee, and/or the O.E.A. Labor Relations Consultant. Visitations shall be with permission only, shall not interfere with normal school activities and may be given by the Building Principal, the Superintendent, or the Assistant Superintendent. Permission for such visitations shall not be unreasonably withheld.
- H. Names of newly employed teachers shall be provided to the Association as early as practicable following Board approval of their contract. The Administration will provide addresses.
- I. Neither the Board nor the Administration will encourage or discourage membership in the Association.

- J. The Association shall be provided the following items when they become available through the office of the Treasurer:
1. The Treasurer's Monthly Report of February
 2. Amended Official Certificate of Estimated Resources
 3. A copy of the Official Budget
 4. A copy of the Year-End Report.
 5. A copy of training and experience grids for the bargaining unit members.
 6. The Association shall be provided free of charge, copies of any public documents pertinent to negotiations.
- K. The Association shall be granted paid leave in the amount of nine (9) days to represent official Association business. The Association President shall notify the Superintendent not less than five (5) working days in advance of the person(s) who will be using Association leave and the date(s) on which it will be taken.

ARTICLE 4
NON-DISCRIMINATION

- A. The parties hereto agree that neither the Board, the Administration, nor the Association shall discriminate against an employee covered hereunder because of his/her membership or non-membership in the Association or his/her activities herein prescribed.
- B. The Board, the Administration, the Association and each employee will cooperate fully with all applicable laws forbidding discrimination on account of race, color, creed, religion, sex, age, disability or political affiliation.

ARTICLE 5
ASSOCIATION – ADMINISTRATION COMMITTEE

- A. In the interests of sound contract administration and bilateral communication, a joint committee composed of the Association President and a representative from each building appointed in September of each school year, and the Superintendent and the respective principals, will convene at the request of either party to discuss subjects of concern to either party. The committee shall meet no less than one (1) time each semester during the year. It shall be the express purpose of this committee to build and maintain a climate of mutual understanding and respect in the solution of common problems. Each party shall develop an agenda of items to be discussed at the meeting and distribute it to all committee members one (1) work day in advance of the meeting. The meetings shall be alternately chaired by the parties and said meetings shall be scheduled at a time mutually convenient. The party chairing the meeting shall keep minutes and said minutes shall be distributed thereafter to all meeting participants. The Association-Administration Committee process will be assisted by a building advisory committee organized by the building principal with Association representation, to meet on an as needed basis. ABCTA building representatives will serve on the committee by virtue of office.
- B. The Committee will also serve as a district insurance committee. At least one meeting per year will be dedicated to reviewing medical insurance coverage and rates. The intent is to provide collaboration between the Board and the Association to monitor health care coverage and premium costs. The Superintendent will give a copy of the EPC meeting agenda to the local association president and request the EPC email list to include the local president. The Association president may take association leave to attend such meetings.
- C. The Association-Administration Committee will meet, as needed, to discuss the effects of implementation of any mandated legislation.

- D. The Association-Administration Committee and building advisory committee shall not have authority to amend the provisions of this agreement or act to waive any rights of either party, their agents or members.

ARTICLE 6
PERSONNEL RECORDS

- A. The official personnel file for each teacher shall be maintained in the Board of Education office. This file shall be considered confidential.
- B. Such files are the property of the Board of Education and the Superintendent of Schools, the custodian of such files.
- C. Any negative or critical material placed in the file shall be signed and dated by the person directing its placement in the file and that staff member in whose file the material is being placed. If the staff member refuses to sign the material, such fact shall be noted. The signing of any such material by a staff member does not mean that said member concurs with the contents of the material. The employee shall have the right to answer such material and the answer shall be attached to the file copy.
- D. Anonymous letters or materials shall not be placed in the teachers' file, nor shall they be made a matter of record.
- E. Teachers shall be entitled to a copy of any material in their files, except for material originally supplied prior to employment.
- F. Teachers may periodically review their personnel files at a time mutually agreed upon by the Superintendent or his/her designated representative and the teacher involved. The teacher may request another individual to be present during the review. The Superintendent or designated representative shall be present during such review. At such time the teacher, staff member and Superintendent may mutually agree to remove material from the file.
- G. Documentary information outside the official personnel file which is to form the basis of a teacher's evaluation or recommended non-re-employment will be disclosed to the teacher prior to the evaluation or recommendation.
- H. Principals' personnel files of teachers shall be subject to the provisions of paragraphs C, D, E, and F above.
- I. Negative material shall be removed after a period of seven (7) years upon written request by the teacher.

ARTICLE 7
PAYROLL DEDUCTIONS

- A. Deductions shall be made from each pay check for the following:
 - 1. Federal Income Tax.
 - 2. Ohio Income Tax
 - 3. Municipal Income Tax, if any.
 - 4. School District Income Tax, if any.
 - 5. Ohio State Teachers Retirement System (Annuitized).
- B. Optional deductions may include:

1. Insurance.
 2. Tax Sheltered Annuities.
 3. Association Dues.
 4. Credit Unions.
 5. United Way.
 6. OEA-EPAC.
- C. Association dues shall be deducted from those teachers who individually and voluntarily authorize such deductions and turn over such authorization to the Treasurer. New authorizations and any changes in amounts other than unified dues will require the submission of a new authorization form to the Treasurer by September 15. Deductions shall be in equal amounts, and shall commence in the first payroll period in October of each school year and continue thereafter for twenty (20) successive pay periods. Such authorization shall continue in effect until such time that said teacher gives written notice to the Treasurer of the Board and the Association to discontinue such deductions or employment with the Board terminates. Any amount withheld hereunder shall be transmitted to the Association. The Association agrees to indemnify and save the Board and/or its representatives harmless against any and all claims that may arise out of or by reason of action taken by the Board in carrying out the provisions of this section.
- D. Employees shall receive their pay in twenty-six (26) equal pay checks. Pay will be transferred electronically to their financial institution. Employees may elect to receive direct deposit notices by electronic mail.

ARTICLE 8

WRITTEN COMPLAINTS AGAINST TEACHERS

In the event that a written complaint against a teacher is received by a Board of Education member(s), or other administrator, the written complaint will be referred to the Superintendent. The Superintendent will deal with any written complaint received from Board members or directly from a community member by referring the matter to the appropriate building Principal for investigation. If the written complaint is resolved by the administration, the teacher involved will be informed of the complaint and its resolution. Anonymous complaints will be given no weight unless the anonymous complaint is substantiated through an investigation by the Superintendent or designee. In the event that any parent (or citizen) has a written complaint with a teacher that cannot be resolved by the administration, the following steps shall be followed:

- Step 1** Appointment for conference between parent and teacher in a formal setting.
- a. Unless it is an emergency as defined by the principal or designee, the teacher has the option of conducting the conference on the same day or may request that up to a one-day notice be provided regarding the conference with the parent.
 - b. If the conference needs to be held outside of the teacher's regular school day (time on duty), the principal shall attempt to establish a time for the conference that is mutually agreeable to both parties concerned.
- Step 2** Formal meeting involving building principal, teacher, and parent. Problem may be reduced to writing on the parental complaint form, if necessary.
- Step 3** In the event the complaint is not resolved, the Superintendent shall arrange a meeting at a mutually agreeable time of the following people: the Superintendent, the complainant, the teacher(s) involved, an Association Representative if requested by the teacher, and the Principal.

ARTICLE 9
WORKING CONDITIONS

A. Contract Year/School Calendar

1. The normal teacher contract year will not exceed 185 days. Teachers new to the district may be expected to attend introductory meetings on the day before the first regularly scheduled teacher meeting without pay.
2. The parties will participate on the County Calendar Committee. Immediately following the meeting of the County Calendar Committee, three Association designee(s) will meet with the Superintendent and two administrative representatives appointed by the Superintendent for the purpose of considering adoption of the proposed county calendar. At this time, either party may present alternatives to the proposed county calendar. Mutual agreement on alternatives to the proposed county calendar shall be determined by consensus of the committee members.

B. Teachers' Day

1. The contract day for all full-time bargaining unit members shall be a continuous period of 7 hours and 15 minutes, scheduled between the hours of 7:20 a.m. and 3:35 p.m., including a 30-minute duty-free lunchtime. Unit members may be permitted to leave the premises during lunchtime with advance notice to the Building Principal or designee. Variations may be made in the regular contract day to allow for different schedules for parent/teacher conferences.
2. Days on which there is a delay, teachers will not be required to report to work until fifteen (15) minutes prior to the beginning of school.
3. Should any permanent change in the normal beginning and ending times of the regular school day be necessary, the Association-Administration Committee shall meet to discuss any changes prior to implementation of such changes.
4. Each certificated/licensed staff member shall be scheduled so as to receive at least 200 minutes of planning/conference time per normal work week. Planning/conference time shall be scheduled in blocks of time no less than 15 minutes each. Such planning/conference time will be scheduled equitably among staff in each level; high school, middle school, and elementary. All part-time/half-time employees shall receive a planning period.
5. Staff who voluntarily agree to morning supervision duty or bus duty which extends their contractual workday will receive compensatory time on an hour for hour basis.

C. Teacher Contracts

Employees holding appropriate licensure will generally be issued limited contracts as follows:

1. All teachers new to the district will be issued a limited contract with duration of one (1) year.
2. All teachers who have completed two (2) limited contracts of one (1) year duration, if re-employed, will be issued one (1) limited contract of two (2) years duration.
3. All teachers who successfully complete two (2) limited contracts of one (1) year duration, and one (1) limited contract of two (2) years duration, if re-employed, will be issued a limited contract of three (3) years duration.

The above sequence is not mandatory. The Superintendent has the discretion to interrupt this general sequence with any given teacher, and to issue contracts of lesser or greater length, depending upon the situation.

4. Upon the request of the teacher, a contract of lesser years may be granted. A written notice of intent must be filed with the Superintendent's Office prior to March 1 of the school year in which the teacher's contract expires.
5. Documentation of additional training which would advance an employee on the salary schedule shall be presented to the Board Treasurer on or before September 15 and January 30 of any school year. The Treasurer shall advance the affected employee at the beginning of the second semester of the school year for the January 30 advancement date.

D. Continuing Contract Eligibility

1. Employees will be considered for continuing contract based on the requirements set forth in Ohio law. An employee wishing to be considered for continuing contract must notify the responsible administrator and Superintendent of this desire in writing by September 30 in the year preceding the Board action to grant a continuing contract. Employees expecting to

receive a continuing contract must meet all criteria, including transcripts, CEUs and licensure and have provided evidence of same to the Superintendent on or before March 1. An employee being recommended for continuing contract must be recommended in writing and the recommendation must be attached to the employee's "Teacher Evaluation Form." In the event an employee becomes eligible for continuing contract during the term of a multi-year limited contract, the Superintendent may agree to consider the employee during that year, or may elect to wait until the year in which the multi-year limited contract expires to consider the employee for continuing contract.

2. An employee who has met all requirements to become eligible for continuing contract but who has, in the opinion of the responsible administrator or Superintendent, certain other deficiencies, shall be notified of such deficiencies in writing by the Superintendent on or before June 1. At the recommendation of the Superintendent, such employee may be issued a probationary contract for a period of one year. If re-employed at the end of this probationary contract, the employee shall be issued a continuing contract. This probationary contract provision shall supersede and replace the extended limited contract procedures contained in Ohio Revised Code §3319.11(c).

E. Academic Freedom

The Board shall recognize that Academic Freedom is essential to the teaching profession. Academic Freedom is the right of the learner and teacher to explore and present divergent points of view.

F. Complaints on Materials or Curriculum

1. In the event any citizen has a complaint or question concerning materials or methods used in conjunction with a class, or materials in the Media Center, the following procedures shall be utilized:
 - a) Any complaints concerning a program or instructional materials shall be given to the Building Principal, who will notify the teacher involved.
 - b) All complaints shall be reduced to written form.
 - c) The written complaint will be examined by a Review Committee that will include the teacher and/or librarian and Building Principal.
 - d) Appeal of the Review Committee's decision will be through the Superintendent to the Board of Education.
2. In no case shall materials be removed until this procedure and any appropriate Board Policy provisions have been followed.

G. Inclusion

1. The term "inclusion" shall mean the placement of special needs students whose least restrictive environment has been determined to include the regular education classroom.
2. When possible, teachers who have included students and teachers who will be assigned a specific included student shall participate in development of the IEP. Otherwise, the teacher will have access to the IEP prior to the beginning of the school year. Principals shall give teachers release time to work on IEP development during the normal teacher workday.
3. The specific classroom assignment of included students shall be made on an equitable basis by the Superintendent or his/her designee after input from the teaching staff.
4. The Board shall fund appropriate professional development in accordance with Article 11 and 17.
5. Bargaining unit members who are responsible for dispensing or administering medication and/or performing medical procedures will be properly certified/licensed and trained.
6. The regular education teacher, or any teacher involved in a student's placement can request an IEP committee meeting to review the placement of a student. Prior to said request, the teacher is expected to discuss the situation with the other teacher(s) involved, appropriate county office personnel, the school psychologist, and the building principal in an attempt to resolve the issue.

H. **Class Size**

The Administration will make an effort to establish and maintain the most favorable class size possible, consistent with the financial condition of the school district, state department of education guidelines, and in accordance with Board policy.

ARTICLE 10
GRIEVANCE PROCEDURE

A. **Definitions**

1. A grievance is a complaint of an employee or the Association involving the alleged violation, misinterpretation or misapplication of a provision(s) of this Agreement.
2. A grievant shall mean the Association, a person or group alleging that some violation of this Agreement has actually occurred. A grievance alleged to be a "group" grievance shall have arisen out of substantially similar circumstances affecting each member of said group.
3. No grievance may be filed concerning a matter that may be made the subject of a charge with a State or Federal Agency.
4. Any action by the Board to terminate, renew or not renew the contract of any professional staff member, whether such professional staff member is under a limited or continuing contract with the Board, or any recommendation by the Superintendent to terminate, renew or not renew any such contract shall not be deemed a grievance and may not be processed as such.

B. **Procedure**

Step 1 – Informal Procedure

The aggrieved party shall discuss the grievance or complaint with the building principal or designee in a face-to-face meeting. This shall be accomplished within ten (10) 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) days following the date of the occurrence from which the grievance arose. Failure to raise the alleged grievance as herein provided shall be considered as a waiver of the rights granted in this Article.

Step 2 – Formal Procedure

If a satisfactory solution is not affected, the aggrieved party shall present his/her written grievance to the principal within ten (10) days after the informal hearing. The principal shall, within ten (10) days of receipt of the grievance, conduct a hearing concerning the grievance. The principal shall advise or counsel the aggrieved party and shall provide a written answer to the grievance and forward it to the concerned parties within ten (10) days from the time of the hearing.

Step 3 – Superintendent

If a satisfactory solution is not affected, the Association shall invoke Step III in writing and present same to the Superintendent within ten (10) 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 shall decide whether to personally handle this Step of the grievance or delegate responsibility within ten (10) days of receipt of the grievance, and shall notify the concerned parties accordingly. The Superintendent or his/her designated representative shall then conduct a grievance hearing, and shall provide a written answer to the grievance and forward it to the concerned parties within ten (10) days from the time of the hearing.

Step 4 – Arbitration

If the grievant is not satisfied with the disposition of the grievance at Step III, the Association may demand that the issue be submitted to arbitration within ten (10) days after the receipt of the written notice of the action taken by the Superintendent. The Arbitrator shall be selected from a list submitted to both parties by the American Arbitration Association. The American Arbitration Association (AAA) will provide the parties with a panel of fifteen (15) arbitrators. Within ten (10) days of the mailing of the panel, each party shall cross off any names from their respective lists and number the remaining names indicating the order of preference. The lists shall be mailed separately to AAA. From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preference, AAA shall appoint an

Arbitrator. If the parties fail to agree upon any persons named or if those named decline or are unable to serve, or if for any other reason the appointment cannot be made from the submitted list, AAA shall submit one additional panel of fifteen (15) arbitrators to the parties. If no arbitrator has been selected through AAA, the Superintendent and the Association will discuss the appointment of an arbitrator outside the auspices of AAA. If the parties are unable to agree on an arbitrator, the Superintendent or his/her designee and the Association will jointly request AAA to provide the parties with a panel of three (3) arbitrators. Within ten (10) days of the mailing of the panel, each party shall notify AAA and the Superintendent or the Association, whichever the case may be, of any strikes for cause, as defined by the Voluntary Labor Arbitration Rules of the AAA. At the expiration of ten (10) days, AAA will appoint an arbitrator from the list of three. The Arbitrator shall have no power to alter, add to, or subtract from the terms of the Agreement, nor to make any award that is inconsistent with the terms of this Agreement or contrary to law. The Arbitrator shall make his report and recommendations to the grievant, the Superintendent, the Association President, and the Board President. The Arbitrator's award will, where possible, be rendered within thirty (30) days of the arbitration hearing on the merits of the issue. His decision shall be final and binding on the parties, and the cost of the Arbitrator's services shall be shared equally by the Association and the Board. Implementation of the Arbitrator's decision will be made in a timely fashion.

C. Miscellaneous Provision

1. The aggrieved teacher, the Board, and/or the representative of either shall not be denied the right to advice, counsel, and/or representation at Step II or above.
2. A grievance may be withdrawn at any level without prejudice and no record of same shall be maintained in the grievant's personnel file.
3. If the teacher 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, unless an extension in time is otherwise agreed upon by both parties.
4. If the Administrator does not abide by the time limits set forth, the teacher filing the grievance and/or the Association may proceed to the next step.
5. There will be no reprisals taken against any participant in the grievance procedure by reason of such participation.
6. Mutually agreed informal meetings between the parties may be held during the time between steps in an effort to effect a satisfactory resolution to the problem.
7. Any time limits or steps herein before set forth may be waived by the mutual written consent of the parties.
8. All days referred to herein shall be working days.

ARTICLE 11
LEAVE

A. Sick Leave

1. Accumulation. A full-time teacher shall be entitled to one and one-fourth (1-1/4) days of sick leave per calendar month of completed service, unless on a leave of absence, or a total of fifteen (15) days per year, subject to the maximum accumulation listed below. Half-time teachers shall have a pro rata portion of the above benefits.

Maximum Accumulation of Sick Leave Days	
<u>School Year</u>	<u>Maximum Days</u>
2013-14	272
2014-15	272
2015-16	272

2. Uses. For absences due to personal illness, any disabling complications of pregnancy or childbirth, recovery from childbirth, injury, exposure to contagious disease which could be communicated to other employees or to students, medical or dental appointments, when such cannot be scheduled during non-working hours, and to illness, injury or death in the teacher's immediate family. The immediate family shall be defined as the teacher's mother, father, grandmother, grandfather, grandchild, mother-in-law, father-in-law, brother, sister,

husband, wife, child, step-parent or step-child, son or daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, foster parent or child, or person living as a permanent resident of the teacher's household. Leave to attend the funeral of a teacher's husband, wife, or child shall be limited to up to ten (10) consecutive school days. Regarding the remainder of the teacher's immediate family, leave to attend such funeral shall be limited to five (5) consecutive school days. To attend the funeral of any other relative not mentioned above, the leave shall be limited to two (2) days if the travel distance to the funeral is less than 200 miles one way and three (3) days if it is more than 200 miles one way. Distance shall be calculated from the employee's current official residence as is on record in the Central Office to the funeral of the deceased person. Proof of such distance shall be the responsibility of the employee. An estimate of the length of time the teacher will be off must be provided to the teacher's principal whenever possible. Sick leave must be taken in one-half or whole day increments.

3. **Responsibility.** All teachers shall be responsible for notifying their Building Principal or his/her designee when sick leave is to be used. Failure to notify the appropriate person is grounds for denial of benefits. A doctor's note verifying personal illness will be required for more than five (5) successive days of sick leave. Teachers are to contact their Building Administrator or his/her designee no later than 7:00 a.m. when sick leave is to be used. The principal's office should be notified each day during school hours if a substitute will be needed the following day. All teachers are to complete a sick leave form for the use of sick leave no later than five (5) days following the last day leave is used.
4. **False Claim.** No payment of salary or benefits will be made for an unauthorized absence, and/or abuse of sick leave benefits. An unauthorized absence and/or sick leave abuse may be considered as grounds for disciplinary action.
5. **Advancements.** A returning teacher or a newly employed teacher who has not accumulated sick leave credits, shall be advanced ten (10) sick leave days. Said advance shall be charged against the sick leave he/she subsequently accumulates. No benefit shall be paid hereunder unless the teacher is physically able to earn subsequent sick leave credits.
6. **Emergency Closing.** Should the schools be closed during the period of a teacher's sick leave by an "emergency" day or holiday, as called by the Superintendent, such teacher will not be charged with a sick leave day.

B. Donation of Sick Leave for Catastrophic Illness or Injury

A teacher who has a catastrophic illness or critical injury and who has exhausted all accumulated paid leave may be granted additional paid leave through donation of sick leave by other teachers. The "catastrophic illness or critical injury" must be unusual, extraordinary, sudden, an unexpected manifestation of the forces of nature which cannot be prevented by human care, skill or foresight. A teacher requesting donation of sick leave from other teachers shall make an application in writing to the Association-Administration Committee, which will meet and make a determination on the application. The application must include the following:

1. The nature of the catastrophic illness or critical injury;
2. Physician(s) diagnosis and prognosis of the catastrophic illness or critical injury;
3. Projected date of return to duty;
4. Any other pertinent information the applicant can submit to the Committee for its consideration.

If the application is granted, the Association will request donations of sick leave from other teachers, and each teacher willing to donate a day of sick leave shall notify the Association in writing, and the Association will notify the Treasurer in writing. The Association will keep a record of the order in which the donations were received. The number of days requested donated and used by the teacher shall not exceed thirty (30) days. The days shall be deducted on a first-come, first-serve basis, and notice will be given by the Treasurer to the Employee donating sick leave, if such leave is used. Donated and used sick leave days will not be repaid, and will be permanently subtracted from the employee donating such days. A teacher may not donate more than one (1) day per occurrence, with a maximum donation of (3) day(s) of sick leave per school year. The decision of the Association-Administration Committee shall be final, and may not be made the subject of a grievance pursuant to Article 10, Grievance Procedure.

C. Personal Leave

1. Subject to the conditions set forth herein, all teachers covered hereunder shall be eligible to receive up to four (4) days of personal leave each school year without loss of salary. Teachers who opted to carry over one (1) personal day prior to the deadline on May 1, 2013, for the 2013-2014 school year, shall have the option to receive compensation for that day or carry over that day for the 2013-2014 school year only. The personal leave days granted under the provisions above shall be in addition to any earned sick leave benefits to which a teacher may be entitled and shall not be charged against any sick leave accumulation which may have accrued.
2. Use of Personal Leave. Such personal leave must be taken in one-half or whole day increments. All personal leave will be considered unrestricted personal leave days, except that such unrestricted days may not be used for job hunting or working for pay.
3. Application for Personal Leave. The notice of intent to use personal leave shall be submitted to the Superintendent for approval not less than three (3) days prior to the date of use, except in the case of an emergency. Personal leave shall not be unreasonably denied.
4. Restrictions on the Use of Personal Leave. Personal leave may not be taken, except in emergency or other situations as determined by the Superintendent or his/her designee:
 - a) On the last work day before or the first work day after any holiday.
 - b) On the last work day before or the first work day after any approved vacation.
 - c) During the ten (10) calendar days immediately prior to and the ten (10) calendar day period after the opening or closing days of any school year.
 - d) When ten percent (10%) of the total staff on any given date is absent unless extenuating circumstances merit approval by the Superintendent. Leave requests hereunder shall not be unreasonably denied.
5. Any abuse of the personal leave benefits may constitute just cause for disciplinary action.
6. Should the school be closed during the period of a teacher's personal leave by an "emergency day" as called by the Superintendent, such teacher will not be charged with a personal day, if there has been no cost to the Board.
7. Compensation for unused personal leave: Unused personal leave will be reimbursed at a rate of \$80.00 per day.

D. Assault Leave

1. The Board assures teachers that it will put its full support behind the discipline procedures and policies hereinafter recommended and adopted by the Board in matters of student discipline. It is recognized and agreed that there is a continuing need to review student discipline policies and procedures by mutual study.
2. All cases of threat or assault to teachers shall be immediately reported to the principal. The teacher and the principal shall cooperate with police and judicial authorities with respect to the decision to file criminal charges as well as in any subsequent judicial proceeding, if necessary. Teachers will receive time off with no loss in pay for time spent in judicial proceedings as requested by police or judicial officers.
3. If a teacher suffers incapacitation from normal duties as a result of battery in performance of contractual duties, and, if the teacher elects, application may be made for a determination of benefits pursuant to the Ohio Worker's Compensation Act in lieu of utilization of sick leave benefits. Also, if needed, the affected teacher will be granted up to seven (7) days of assault leave, not to be deducted from sick leave, to receive medical attention and recuperate from injuries. If the recuperation period extends beyond seven (7) days, sick leave may be utilized.

E. Jury Duty Leave

1. A teacher shall be released from all duties and responsibilities at the school when appointed to serve as a juror or court subpoenaed witness, and such services conflict with school duties. This is to be in effect only as long as the teacher is on the jury or required to appear as a subpoenaed witness. The teacher shall be paid the difference between regular salary and the remuneration received for serving as a juror or subpoenaed witness. Such leave shall not be deducted from any other type of leave.

2. Certification of compensation while in service as a juror or court subpoenaed witness must be obtained as well as the length of time involved before payment can be made. It shall be the responsibility of the teacher to obtain such certification of service and amount of pay and to file same with the Treasurer.

F. Professional Leave

1. At the discretion of the Superintendent, professional leave days may be granted for the purpose of attending professional meetings in connection with extra-curricular or instructional duties.
2. When granted, teachers will be reimbursed for actual expenses incurred subject to the maximums set forth below.
 - a) Travel – Mileage reimbursement at the prevailing IRS rate for round trip mileage or air coach rate, whichever is approved.
 - b) Housing – Not to exceed \$135.00 per night. Amounts in excess of this amount must be approved by Building Principal and Superintendent. Teachers are encouraged to share accommodations whenever possible.
 - c) Meals – Not to exceed \$50.00 per day.
 - d) Parking fees, as required.
 - e) Registration fees, as required.
3. Application must be made on the approved form and signed by the Principal and Superintendent at least one (1) week in advance of the planned professional leave, unless otherwise waived by the Superintendent. All mileage and professional expenses shall be filed with the Treasurer no later than 30 days following the last date on which the expenses were incurred. The teachers shall include itemized receipts or bills for those expenditures for which reimbursement is requested.
4. Should the school be closed during the period of a teacher's professional meeting attendance by an "emergency day", as called by the Superintendent, such teacher will not be charged with a professional day, if the teacher is unable to attend the meeting and the Board has paid no money towards that meeting.

G. Unpaid Leave

1. Disability Leave. Upon the written request of a teacher, the Board may grant an unpaid leave of absence for a period of not more than two (2) consecutive school years for a purpose not otherwise set forth in this Agreement, and shall grant such leave where personal illness, complications arising from the pregnancy of an employee, or other disability of the employee is the reason for the request. Upon subsequent request, such leave may be renewed by the Board. Without request, the Board may grant similar leaves of absence and renewals thereof to any teacher because of physical or mental disability, but such teacher may have a hearing on such unrequested leave of absence or its renewal in accordance with §3319.16 of the Ohio Revised Code. At their own expense, teachers may continue their insurance coverage, providing the insurance company or hospital service association involved permits continuance of coverage. Upon the return to service of a teacher at the expiration of such leave, he/she shall assume the contract status that he/she held prior to such leave. A leave of absence does not eliminate seniority.
2. Professional Improvement Leave. A full-time teacher who has completed five (5) years of service may, with the permission of the Board and the Superintendent, be entitled to take a leave of absence for one (1) or two (2) semesters subject to the following restrictions: The teacher shall present to the Superintendent for approval, a plan for professional growth prior to such a grant of permission, and at the conclusion of the leave provide evidence that the plan was followed. The teacher shall be required to return to the District at the end of the leave for a period of at least one (1) year, if requested by the Board, unless the teacher has completed twenty-five (25) years of teaching in this State. The Board shall not grant such a leave unless there is available a satisfactory substitute, nor grant such leaves to more than five percent (5%) of the professional staff at any one time, nor grant a leave longer than one (1) school year, nor grant a leave to any teacher more than once for each five (5) years of service, nor grant a leave a second time to the same individual when other members of the staff have filed a request for such a leave. At their own expense, teachers may continue their insurance coverage, providing the insurance company or hospital service association

involved permits continuance of coverage. Upon the return to service of a teacher at the expiration of such leave, he/she shall assume the contract status that he/she held prior to such leave. A leave of absence does not eliminate seniority.

3. **Military Leave.** Any regular member who may be conscripted into the defense forces of the United States for service or training shall be granted a military leave. Such members shall be reinstated into a position in the school system with full credit, including the annual increments under the salary schedule upon written request supported by competent proof that they are fully qualified to perform the duties of the position. The application for reinstatement shall be made within 90 days after discharge. The Board may suspend the contract of the teacher whose services become unnecessary by reason of the return of a teacher from service in the armed services or auxiliaries thereof, in accordance with §3319.17 of the Ohio Revised Code.

H. Family and Medical Leave Act Leave

A teacher shall be granted up to twelve (12) weeks of unpaid Family and Medical Leave Act leave in accordance with federal law. Such leave shall be in conjunction with and not in addition to other available leave.

I. Perfect Attendance Incentive

While the Arcanum Butler Board of Education realizes that there are very legitimate reasons for the use of sick leave and personal leave, the Board agrees to pay a "perfect attendance incentive" of \$85.00 per quarter for the first three quarters and \$110 for the last quarter to each full-time certified/licensed employee who is not absent from his/her assigned duties on a contractual day (except for approved professional leave) during the specified time period. The "perfect attendance incentive" shall be paid for each nine weeks on the first pay date following the last contractual day of the quarter.

ARTICLE 12

TRANSFERS, VACANCIES AND PROMOTIONS

- A. Any request by an employee covered hereunder for a transfer to a different class, building or position shall be made in writing through the Principal 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. All vacancies in teaching, supplemental, or administrative positions shall be posted in each building's teachers' lounge and sent through email for not less than ten (10) work days, when possible, prior to the position being filled. During summer months, a list of vacancies shall be sent through email to all certificated/licensed staff. The application deadline will be noted on the emailing. A vacancy exists when one of the following has occurred:
 1. A resignation of a teacher or administrative contract has been accepted by the Board of Education.
 2. A teacher's or administrator's employment (as per his/her teacher or administrative contract) has been non-renewed or terminated by the Board of Education.
 3. The Board of Education has acted to create a new teaching or administrative position.
- C. Employees requesting transfers as provided for in this Article shall, upon the submission of a written request to the Superintendent, be afforded the opportunity for an interview with the Superintendent or his/her designee.
- D. Transfers may also be made upon the initiation of the Administration for reasons that will serve the best interests of the District. When such a transfer is initiated by the Administration, the Superintendent or his/her designee will hold a conference with the teacher to notify him/her of the reason(s) for the transfer. Such transfers or reassignments after notification of assignment will be made as infrequently as possible. Insofar as possible, assignments shall correlate with the

individual's total qualifications. Seniority may also be considered. Changes in assignments may be discussed with the Superintendent.

- E. The Board shall fill vacancies in the following manner:
1. The District's determination as to which applicant will fill a vacancy will be based on the relative qualifications and abilities of the applicants.
 2. Current employees will receive a preference, but only when the qualifications and abilities of the applicants are equal.
 3. Seniority shall only be a factor when judging between two employees of equal qualifications and abilities.
- F. Rehiring of Retired Teachers: In the event the Board hires or rehires a teacher who has retired and is receiving benefits from a public retirement system, whether retired from within or outside the District, the following provisions will apply:
1. Re-Employment. The parties are committed to recruiting and hiring the best qualified teachers to fill vacancies. Rehire of retired teachers is not automatic. Retired teachers must apply for each vacancy for which they wish to be considered, and compete with other applicants as a part of the selection process.
 2. Break in Service and Seniority. Retirement of a teacher from the District will be considered a break in service, and a teacher who is later rehired will be considered a newly hired teacher. Such a teacher will not acquire seniority, and will not have recall rights in the event the teacher is subject to a reduction in force.
 3. Placement on Salary Schedule. A retired teacher who is hired or rehired will be given credit for a minimum of five (5) and a maximum of ten (10) years of experience, and the appropriate educational degree level, for purposes of placement on the salary schedule. This provision expressly supersedes Ohio Rev. Code §3317.13 and other applicable laws.
 4. Sick Leave. A teacher who retires and is subsequently reemployed by the Board will begin employment with zero (0) days of accumulated sick leave, and will accrue and accumulate sick leave in accordance with the provisions of Article 11 of this Agreement. The Board may advance a re-employed teacher up to five (5) days of sick leave. Such a teacher is not eligible to convert sick leave to severance pay pursuant to Article 20 of this Agreement upon subsequent retirement. In addition, such a teacher is not eligible for the retirement incentive pursuant to Article 20 of this Agreement. This provision expressly supersedes Ohio Revised Code §124.39 and all other applicable laws.
 5. Insurance Benefits. A teacher who retires and is subsequently reemployed by the Board will be eligible for any of the insurance plans offered by the Board.
 6. Contract.
 - a. A retired teacher who is hired or rehired will be employed on a limited contract for a term of one (1) year. Such contract will expire automatically by its own terms at the end of the school year, without the necessity of a resignation from the teacher, or without the necessity of Board action. Such teacher shall not be deemed reemployed when notice of non-renewal is not given. Any further employment of the teacher will be pursuant to Paragraph 2 of this Section. This provision expressly supersedes Ohio Revised Code §3319.11 and all other applicable laws.
 - b. A retiree will not be eligible for continuing contract. This provision expressly supersedes Ohio Revised Code §3319.08 and all other applicable laws.

ARTICLE 13 **SUBSTITUTES**

Every reasonable effort shall be made to acquire or recruit properly certified substitutes for any teacher who is unable to cover scheduled classes. A teacher shall not be required to cover an additional class unless the Superintendent and/or Principal deem it necessary after making a reasonable effort to acquire such substitutes. In the event such assignment is made, the following compensation will apply:

- A. At the elementary school level, in the event that a substitute cannot be secured and it becomes necessary for students to be temporarily assigned to another teacher's classroom for a half day or whole day, resulting in a teacher having a double class, the teacher shall be compensated at the appropriate substitute teacher rate of pay.
- B. If a substitute cannot be secured and a teacher is asked to cover another teacher's class, resulting in cancellation of the teacher's planning period or the assumption of a second assignment resulting in a double class/assignment the same class period, the teacher shall be compensated at the rate of \$20.00 per period.

ARTICLE 14
REDUCTION IN FORCE

- A. When, by reason of decreased enrollment of pupils, return to duty of regular teachers after leaves of absences, lack of funds, changes in the course offerings, or by reason of suspension of schools or territorial changes affecting the district, the Board of Education decides that it will be necessary to reduce the number of teachers, it may make a reasonable reduction. When possible, any RIF shall be implemented at the beginning of a school year. When possible, RIF shall be accomplished by attrition.

In making any such reduction, the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent of Schools who shall, within each teaching field affected, give preference to teachers on continuing contracts. The Superintendent shall make a recommendation to the Board to eliminate positions based on the Board evaluations policy and operational needs of the District. Once the positions to be eliminated are identified, the Superintendent shall recommend to the Board the teachers whose contracts shall be suspended. This recommendation shall be made at the discretion of the Superintendent, but the Superintendent shall take into account teachers' skill levels based on the teacher's recent evaluations and additional factors. The Board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations. For the 2013-2014 and 2014-2015 school years, comparable evaluations shall be tiered as follows: Tier 1 – Accomplished and Skilled; Tier 2 – Developing, Tier 3 – Ineffective. Beginning with the 2015-2016 school year, teachers shall be deemed to have comparable evaluations when teachers are at the same rating under the Board evaluations policy.

Seniority, as used herein, shall be defined as including only continuous, unbroken teaching service in the Arcanum-Butler Local School District. A leave of absence does not eliminate nor add to seniority. Equal seniority shall occur when two (2) or more teachers have the same amount of seniority as determined on the seniority lists. Ties in seniority shall be broken by the following method to determine the most senior:

- a) Teacher with first day worked in the district.
 - b) Teacher with earliest date of hire.
 - c) Teacher who was listed first in official Board minutes of the Board's action to hire teachers.
- B. A teacher, whose continuing contract is suspended, shall have the right of restoration to continuing service status if and when teaching positions become vacant or are created for which any of such teachers are or become qualified. No teacher whose continuing contract has been suspended pursuant to this Article shall lose that right of restoration to continuing service status by reason of having declined recall to a position that is less than full-time or, if the teacher was not employed full-time just prior to suspension of the teacher's continuing contract, to a position requiring a lesser percentage of full-time employment than the position the teacher last held while employed in the district or service center. Seniority shall not be the basis for rehiring a teacher, except when making a decision between teachers who have comparable evaluations.

Recall shall be limited to two (2) years from the effective date of the suspension of the teacher's contract. The Superintendent shall mail written notice by certified mail, return receipt requested if a teaching position becomes available for which the affected teacher has the right of recall. It is the responsibility of the teacher whose contract has been suspended to keep the Superintendent's office informed of a current address and telephone number during the two-year recall period. Failure on the part of the teacher to do so will negate the school district's responsibility to recall said teacher.

- C. In the event that a RIF occurs, the Board shall notify the Association and the teacher(s) involved of the impending RIF not less than thirty (30) calendar days prior to the date of implementation and shall provide written reasons for the RIF and a list of affected positions and teachers.
- D. The Board of Education agrees to explore alternatives to reductions in force with the Association if it becomes necessary to RIF teachers. This paragraph shall not limit in any way the Board's right to make a reasonable reduction as set forth in this agreement.

ARTICLE 15

FAIR DISMISSAL PROCEDURE

A. Termination of Contract

Termination of a teacher's contract by the Board shall be in accordance with §3319.16 of the Ohio Revised Code. A teacher may appeal the Board's action to terminate his or her teaching contract pursuant to the procedures set forth in Ohio Revised Code §3319.16, but may not grieve such termination under Article 10 of this Agreement.

B. Non-Renewal of Limited Contract

1. The teacher will be notified by his/her Principal that said Principal intends to recommend the teacher's contract not to be renewed for the forthcoming school year.
2. Any recommendation for non-renewal by a Principal shall entitle the affected teacher the opportunity to meet with said Principal and/or the Superintendent prior to the recommendation being forwarded to the Board.
3. The affected teacher shall, upon written request, be granted an opportunity to speak to the Board of Education prior to the Board taking action on the recommendation for non-renewal. The meeting, at the option of the teacher, shall be in either an executive session or a regular open board meeting. The teacher may be accompanied by a representative of the Association at such a meeting.

C. Notification To Teacher Following Board Action

The Superintendent shall mail a written notice of the non-renewal by certified mail, return receipt requested, to the teacher at the address appearing for that teacher on the Treasurer's records. It is the responsibility of each teacher to keep a current address on file with the Treasurer and to make any necessary changes therein. Timely mailing of the notice of non-renewal (on or before June 1 following the Board's action to non-renew) shall be the Board's only obligation in serving such notice.

D. Evaluation of Teachers Under Limited Contracts

The Board evaluates teachers in accordance with State law and the standards-based statewide teacher evaluation framework adopted by the State Board of Education.

Credentialed evaluators shall evaluate all teachers annually, except that teachers receiving effectiveness ratings of "Accomplished" on their most recent evaluations carried out under this policy shall be evaluated every two years, except that the teacher shall be evaluated in any school year in which the teacher's contract is to expire. Annual evaluations of teachers who are on limited or extended limited contracts pursuant to State law and are under consideration for nonrenewal shall, in the final contract year, include at least three formal observations of at least 30 minutes each and classroom walkthroughs. Evaluations of all other teachers shall include at

least two formal observations of at least 30 minutes each and classroom walkthroughs. Formal observations and classroom walkthroughs will be performed per the Board adopted evaluation of professional staff policy. All teacher evaluations must be completed on or before May 1, with a written report of the evaluation results provided on or before May 10.

Non-renewal of limited contracts shall be in accordance with Ohio Revised Code §3319.11, except that the term "evaluation procedures" as used therein shall mean those procedures established in this Paragraph of this Agreement and not to the procedure specified in Ohio Revised Code §3319.111. A teacher whose contract is non-renewed can appeal such non-renewal pursuant to Ohio Revised Code §3319.11, but may not grieve such non-renewal under Article 10 of this Agreement. The provisions of this section shall apply only to regular teaching contracts and not to supplemental contracts.

ARTICLE 16

TEACHING CERTIFICATES/LICENSES

Teachers must promptly file with the local Superintendent a copy of all current teaching certificates/licenses when they are hired and when certificates/licenses are issued to them by the State Department of Education. BCI/FBI checks will be 100% Board paid for all employees.

ARTICLE 17

LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

In accordance with Ohio Revised Code §3319.22, a Local Professional Development Committee (LPDC) shall be formed to establish and review the standards and requirements for obtaining and renewing temporary associate, provisional and professional educator licenses.

A. LPDC

An LPDC shall be established to decide equivalent activities toward Continuing Education Units (CEUs); develop a format for Individual Professional Development Plan (IPDP) Proposals for District-wide use; establish appropriate training in the IPDP process for all members; review breaches of confidentiality and to establish and implement an appeals procedure.

1. LPDC Membership: The LPDC shall be comprised of five (5) members. Three (3) shall be teachers and two (2) shall be administrators.
2. Teacher Members: Three (3) teacher members shall be selected by the Association.
3. Terms of Teacher Members: The term of teacher members shall be determined by the Association.
4. Vacancy: In the event there is a vacancy for a teacher member on the LPDC, a new member will be appointed by the Association to fulfill the vacant term.
5. LPDC Operating Procedures: Members of the LPDC shall elect a Chairperson at the first meeting. Additionally, the LPDC shall determine its operating procedures and meetings schedule by consensus. A quorum is one over half membership. Meetings shall be held when possible during the school day to keep District costs at a minimum. Where consensus is not possible, a vote of simple majority of the full membership of the Committee shall be required for action.
6. Removal of a Member: Members of the LPDC serve at the pleasure of the appointing official and may be appointed and/or removed by the appointing official with just cause.

B. Teacher IPDP

In accordance with Ohio Revised Code §3319.22 and the Department of Education Regulation 3301-24-08, each educator who desires to fulfill the license renewal is responsible for the design of an IPDP subject to approval of the LPDC. The plan shall be based on the needs of the educator, the students, the school, and the District.

C. Appeals Process

The LPDC shall develop an appeals process.

D. Clerical Service

The Board shall be responsible for clerical and record keeping service for the LPDC.

- E. The three (3) teacher members of the LPDC designated by the Association each shall be paid \$20.00 per hour for attending Committee meetings and handling clerical work for the Committee that occur outside the school day. This stipend shall not set a precedent for other District committees. The maximum amount of Committee meeting pay provided under this section shall not exceed \$600 per year.

F. Educational Expenses

The Board will set aside the sum of \$20,000 for each year of the contract to be used to reimburse teachers for college graduate courses that directly relate to the teacher's profession and teaching assignment. District administrators are not eligible for this reimbursement. Decisions as to reimbursement will be made by the LPDC. Guidelines for determining the amount of reimbursement, and the procedures to be followed in obtaining reimbursement will be established by the LPDC.

- G. An employee must teach in the district for two (2) years following the earning of the coursework credit and tuition reimbursement or the employee must repay the Board the full amount of tuition reimbursement. This excludes retirees and loss of employment due to a reduction in force, nonrenewal or catastrophic illness. Any such reimbursements will be in addition to the educational expense fund amount as specified in Article 17F.

ARTICLE 18
SUPPLEMENTAL CONTRACTS

- A. Teachers, who are employed and are to be compensated by the Board for approved supplemental (or extended-time) duties in addition to regular teaching duties, shall be employed on "supplemental contracts". A supplemental contract shall automatically expire at the end of its terms without further action or notice by the Board of Education.
- B. Supplemental contracts shall include:
1. Title of the supplemental contract.
 2. Amount of compensation.
 3. Duration of supplemental contract.
 4. Provision for teacher's signature.
- C. Filling Supplemental Positions
Posting and filling of positions shall be in accordance with Article 12 of this Agreement.
- D. In the event the supplemental contract is not awarded to the certified/licensed staff member who held the position the previous year, a written reason will be given to that certified/licensed staff member. The reasons will be based upon the written job description.

ARTICLE 19
SALARY NOTICES

Annually, not later than the first (1st) day of September, the Treasurer shall provide notice to each teacher who holds a contract valid for the succeeding school year as to the salary to be paid for such year. The salary indicated on the notice shall include the amount(s) for any and all supplemental contracts that exist for such teacher for the succeeding school year.

ARTICLE 20
SEVERANCE

A. The following shall be applicable to the conversion of accumulated and unused sick leave at the time of retirement of a teacher.

B. Teachers Eligible for Conversion

"Teacher" as used in this Article is defined as any certificated/licensed employee covered hereunder who:

1. Has been employed by the Board continuously for a period of at least five (5) years prior to the date of retirement and has ten (10) or more years of service in the public schools of Ohio.
2. Accrues sick leave pursuant to the provision of the Revised Code of Ohio.
3. Is eligible to receive a retirement pension benefit as a result of employment by the Board pursuant to the provisions of the Revised Code of Ohio.
4. Retires from the employ of the Board after the effective date of this Agreement; and
5. Makes application with the Treasurer within ninety (90) days from his/her last payroll date.
6. Upon the death of a certificated/licensed employee eligible for retirement pay in accordance with the above formula, such retirement pay will be made to the employee's estate. The Treasurer will be responsible, after making certain that all eligibility requirements have been met, for notifying the employee's beneficiary. The employee's beneficiary may elect to receive the check in the next income tax year.

C. Conversion Factor

<u>School Year</u>	<u>Accumulated Sick Leave</u>	<u>Severance Pay</u>
2013-2016	272	68

D. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the teacher at that time. Payment shall be based on the teacher's rate of pay at the time of retirement. Such payment shall be made only once to any teacher.

E. Retirement Incentive

1. A "Qualifying Teacher" who has attained at least thirty (30) years service credit or a teacher who is 65 years of age and otherwise eligible to retire and is eligible to retire with an unreduced benefit under rules of the State Teachers' Retirement System must retire when first eligible or waive his right to the incentive. The District and the Association agree to meet and confer to discuss any changes to STRS law or regulations that may impact this section.
2. In addition to and separate from severance pay, a Qualifying Teacher who retires will be granted a retirement incentive of \$1,000 per year of service with the Board, not to exceed \$10,000.
3. To receive this incentive, a Qualified Teacher:
 - a) Who has met the service credit requirement by June 30, 2014, must declare intention to retire by giving written notice to the Superintendent on or before February 1, 2014, and must retire no earlier than the end of the 2013-2014 school year, and no later than the commencement of the 2014-2015 school year.
 - b) Who has met the service credit requirement by June 30, 2015, must declare intention to retire by giving written notice to the Superintendent on or before February 1, 2015, and must retire no earlier than the end of the 2014-2015 school year, and no later than the commencement of the 2015-2016 school year.
 - c) Who has met the service credit requirement by June 30, 2016, must declare intention to retire by giving written notice to the Superintendent on or before February 1, 2016, and must retire no earlier than the end of the 2015-2016 school year, and no later than the commencement of the 2016-2017 school year.
4. A Qualified Teacher who misses the February 1 deadline for any year of the duration of this contract forfeits his/her right to the incentive.
5. The Board will pay the incentive to Qualified Teachers in one lump sum payment. Such payment shall be made when the amount of the incentive has been recouped, as determined by the Treasurer, but no later than fourteen (14) months following the effective date of the retirement.

6. Each Qualified Teacher applying for the retirement incentive shall demonstrate by appropriate documentary evidence that application is being made within the prescribed time frame described in E. 3 above. Such evidence may include a certificate or letter to that effect by the retirement system under which the Qualified Teacher retires. It shall be the Qualified Teacher's responsibility to be aware of the qualifying criteria for this incentive program and related notification and retirement deadlines. Lack of knowledge or innocent errors shall not extend such deadlines.

ARTICLE 21
SALARY SCHEDULES

Salary schedules for teachers covered hereunder shall be as set forth in Addenda A attached hereto and made a part hereof. In no event shall any salary schedule be less than State mandated minimums. The salary schedule shall be reflective of a wage freeze (including 0% in wage increases and no movement in the salary steps) for the 2013-2014 school year. However, a one-time lump sum payment equal to one percent (1%) of employee's 2012-2013 base salary will be paid to each bargaining unit member in a single check by the last day of November 2013. The salary schedule shall be reflective of a 1.5% wage increase on the base and no movement in the salary steps for the 2014-2015 school year.

Contingencies for 2015-16:

1. A one percent (1%) increase on the base and return of steps contingent upon a \$2.4 million carryover in the general fund (designated on line item 15.010 of the five year forecast) at the end of fiscal year 2015.
2. A one percent (1%) increase on the base and one step on the salary schedule contingent upon a \$2.2 million carryover in the general fund (designated on line item 15.010 of the five year forecast) at the end of fiscal year 2015.
3. A wage freeze (including 0% in wage increases and no movement in the salary steps) contingent upon less than \$2.2 million carryover in the general fund (designated on line item 15.010 of the five year forecast) at the end of fiscal year 2015. However, a one-time lump sum payment equal to one percent (1%) of employee's 2013-2014 base salary will be paid to each bargaining unit member in a single check by the last day of November 2015.

ARTICLE 22
GROUP INSURANCE

A. Medical Insurance

1. The Board shall purchase from a carrier licensed by the State of Ohio a comprehensive medical plan of insurance coverage for each certificated/licensed employee now or herein after employed and his/her family which meets or exceeds the specifications below. The Board agrees to pay \$290.00 per thousand or fraction thereof for all part-time employees, and 82% of the policy premium of the Core plan for the full-time certificated/licensed staff.

Core Plan (Board pays 82% (2013-2016 per the language in section A(1) above),

Network

90/10% co-insurance most expenses
\$200 S/\$400 F deductibles
\$1000 S/\$2000 F max. out-of-pocket
\$25 office visit co-pay
\$35 urgent care co-pay
\$100 ER co-pay
\$10/25/40 Rx co-pay
Mail order Rx included (90 day supply)
\$5,000,000 overall plan maximum

Non-network

70/30% co-insurance most expenses
\$400 S/\$800 F deductibles
\$2000 S/\$4000 F max. out-of-pocket
30% after deductible
\$35 urgent care co-pay
\$100 ER co-pay
Rx 50% minimum \$40
\$5,000,000 overall plan maximum

High Option Plan (Employee pays all of higher premium amount above that which would be paid by the Board for the Core Plan)

<u>Network</u>	<u>Non-network</u>
100% co-insurance most expenses	80/20% co-insurance most expenses
\$100 S/200 F deductibles	\$200 S/400 F deductibles
\$750 S/1500 F max. out-of-pocket	\$2000 S/4000 F max. out-of-pocket
\$15 office visit co-pay	20% after deductible
\$25 urgent care co-pay	\$25 urgent care co-pay
\$50 ER co-pay	\$50 ER co-pay
\$10/20/30 Rx co-pay	Rx 50%, minimum \$30
Mail order Rx included (90 day supply)	
\$5,000,000 overall plan maximum	\$5,000,000 overall plan maximum

Each plan will include single, family or employee + children options.

The Employer shall have the option to offer a High Deductible / Health Savings Account (HD/HAS) plan to employees during the 2014-2015 school year. The employer shall contribute 82% of the premium for full-time certificated/licensed employees who enroll in the HD/HAS plan. This option will be in addition to the current Core Plan and High Option plans offered.

- Opt-Out Provision:** Effective July 1, 2013, full-time school district employees who currently carry medical insurance coverage through the school district or newly hired full-time employees may choose to opt out of the Board medical insurance program and receive an annual stipend of \$1000 to be paid by September 10 of the following year. Full-time school district employees who currently have family medical insurance coverage through the school district or newly hired full-time employees with a spouse may choose the opt-out provision for the spouse only, and carry a single or employee plus children plan and receive the annual stipend of \$1000. The employee who intends to exercise the opt-out provision must notify the District Treasurer prior to the end of the open enrollment period of the applicable year or must notify the District Treasurer within 30 days of employment with the District.

In order to be reinstated in the school district plan, one of the following conditions must be met:

a) An employee's qualifying "life-changing" event (such as divorce, death of a spouse, other involuntary loss of non-district insurance coverage, or other circumstance under the Health Insurance Portability and Accountability Act) must occur which would preclude a need for medical insurance coverage through the school district.

b) If the employee chooses to voluntarily re-enroll in the school district medical coverage plan without loss of coverage as described in (a) above, reinstatement may be only at the beginning of the next benefit year, and the employee must notify the District Treasurer prior to the end of the open enrollment period of the applicable year.

B. Dental Care Insurance

The Board shall provide dental care insurance to teachers subject to the terms of the insurance contract with a carrier selected by the Board. The Board will pay 85% of the cost of such insurance for full-time certificated/licensed staff.

C. Vision Care Plan

The Board shall provide vision care insurance to teachers subject to the terms of the insurance contract with a carrier selected by the Board. The Board will pay 85% of the cost of such insurance for full-time certificated/licensed staff.

D. Life Insurance

The Board shall purchase group term life insurance in the amount of \$50,000 for each certificated/licensed employee plus an equal amount of accidental death and dismemberment coverage. The cost of the program shall be paid by the Board.

E. Section 125 Plan

1. The benefits provided to employees by Section 125 of the Internal Revenue Act of 1978 shall be made available to all employees of the bargaining unit.
2. Neither the employer nor the employee shall incur any fees for the set-up, enrollment, and administrative services provided.

ARTICLE 23
SAVINGS CLAUSE

This Agreement is subject to all existing and applicable State or Federal laws and Board policies, provided that should any change be made in any State or Federal laws or Board policies which would be applicable and contrary to any provision contained herein, such provisions herein contained shall automatically be terminated and the remainder of this Agreement shall remain in full force and effect. The parties shall thereafter seek to agree upon substitute provisions that are in conformity with acceptable law. Should any provision or portion thereof of this Agreement be held unlawful and unenforceable by any court, legislative or administrative tribunal or competent jurisdiction, then such decision or legislation shall apply only to that specific provision or portion thereof. The parties will meet in a committee to discuss the abrogated provision and its impact on the Agreement. The remainder of the Agreement shall remain in full force and effect.

ARTICLE 24
NO STRIKE/LOCKOUT

- A. It is agreed that during the term of this Agreement, there shall be no lockout on the part of the Board nor any strike, stoppage, slowdown or other interruption of work for any cause whatsoever by the employees or the Association.
- B. The Association agrees that it will not encourage, sanction or approve any strike, stoppage, slowdown, or other interruption of work during the term of this Agreement and the Association will actively discourage and publicly denounce any strike, stoppage, slowdown, or other interruption of work in violation of this Article.
- C. In the event the Association engages in any picketing, strike, work stoppage, or other interruption of work, it is expressly understood that the employees covered hereunder shall continue to work during any such activity as a condition of continued employment, without exception, and upon the request of the Superintendent or the Board.
- D. Any strike, stoppage, slowdown, refusal to work in violation of Paragraph C, or other interruption of work during the life of this Agreement shall constitute cause for discharge or other disciplinary measures of the employee or employees who participate therein or who are responsible therefore.

ARTICLE 25
NEGOTIATIONS PROCEDURE

- A. Either party wishing to modify or terminate the existing collective bargaining agreement (or negotiate a successor collective bargaining agreement) must notify the other party in writing of its

offer to bargain collectively. To invoke such negotiations, the written notice must be given to the other party between February 1 and March 1 of the year in which the current collective bargaining agreement expires. Full negotiation proposals shall be exchanged by both parties on a mutually agreed upon date. No additional items may be added at a future time without mutual consent.

- B. The initiating party must also notify the State Employment Relations Board (SERB) of its offer to negotiate by submitting to SERB a copy of the written notice to the other party and a copy of the existing collective bargaining agreement.
- C. The first meeting between the negotiation teams shall be scheduled to be held on or before April 15 of the respective year. The initial meeting between negotiating teams shall be for organizational purposes only, with both teams being present. Teams will agree on bargaining "ground rules" and meeting times.
- D. The duty to bargain between the Board and the Association shall be limited to all matters pertaining to wages, hours or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of the collective bargaining agreement, except where stated otherwise in this agreement.
- E. As discussion items receive tentative agreement, they shall be reduced to writing and initialed by each party. Until all discussion meetings are completed, prior to or during each meeting, there shall be a mutually agreed-to time, place, and date for the next meeting.
- F. When tentative agreement is reached on the proposed complete contract, it shall be submitted to the Board and Association for formal approval. Both parties agree to act on formal approval within ten (10) calendar days of the conclusion of discussion.
- G. Impasse Procedure
 - 1. At any time during the bargaining process, the parties may mutually request mediation assistance through the Federal Mediation and Conciliation Service to assist in resolving issues. Any costs for the use of such mediation service shall be shared equally by the parties. The use of such mediation shall be the exclusive impasse remedy used by the parties.
 - 2. If one party believes that all efforts to reach agreement have been exhausted, that party may declare that an impasse exists.
 - 3. Nothing contained herein shall restrict the rights of the Association as set forth in §4117.14(D)(2) of the Ohio Revised Code, provided that Association has given the Board and SERB a prior ten (10) day written notice of its intent to strike on or after the expiration date of this Agreement or on or after the date on which impasse is declared, whichever occurs later. Such notice shall contain the day and time that the action will commence; however, the parties may extend such date and time by written agreement. Such notice shall not be given prior to the declaration of impasse and the parties subsequently requesting mediation assistance.

ARTICLE 26

NO REPRISALS

No reprisals shall be taken against employees, students, parents, Administrators or Board members by either party for actions or activities engaged in or refrained from in reaching this agreement. This includes but is not limited to, participation in collective bargaining, filing of Unfair Labor Practice charges, or community education activities.

ARTICLE 27
DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2013 and shall remain in effect through June 30, 2016.

IN WITNESS WHEREOF, the parties hereto have set their hands this 30th day of May, 2013.

FOR: ARCANUM-BUTLER LOCAL
SCHOOL DISTRICT

Ed Ewan

[Signature]

[Signature]

Beverly Delk

Maule D. Frank

John S. [Signature]

FOR: ARCANUM-BUTLER CLASSROOM
TEACHERS ASSOCIATION

Martha J. Kelly

Elizabeth A. Perry

Matthew D. Leckie

Shawn Hein

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into this ____ day of August, 2013, by and between the Board of Education of the Arcanum-Butler Local School District (the "Board") and the Arcanum-Butler Classroom Teachers Association, (the "Association"). The parties will collectively be referred to as the "Parties."

WHEREAS, the Parties have recently executed a successor Collective Bargaining Agreement that is effective between July 1, 2013 and June 30, 2016; and

WHEREAS, Article 21 - Salary Schedules provides that there will be "no movement in the salary steps" during the 2013-2014, 2014-2015, and (depending on the circumstances) 2015-2016 school years.

NOW THEREFORE BE IT RESOLVED THAT:

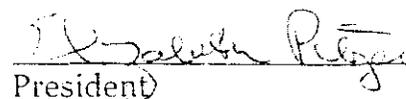
1. The Parties agree to that the language "no movement in the salary steps" shall apply only to "pay steps" and not to movement based on increases in education level (represented as "columns" in the salary schedule). Employees who achieve new levels of education such that they would otherwise be permitted to move to a different column in the salary schedule shall be moved to the new column at their current pay step. No change in pay steps shall occur during the 2013-2014, 2014-2015, and (depending on the circumstances described in the CBA) 2015-2016 school years.
2. This Memorandum of Understanding shall expire on June 30, 2016 and shall not automatically renew.
3. The Parties agree that the Board enters into this Memorandum of Understanding on a one-time, non-precedent setting basis. The Parties understand and agree that the Agreement is not modified by this MOU, and the Parties do not intend to create a binding past practice through this MOU. In addition, this Memorandum of Understanding does not create any expectations on the part of the Association or its members that similar arrangements will be agreed to in the future.
4. The Association agrees that this MOU shall not be the subject of any grievance, arbitration, or unfair labor practice charge. In addition, the Association may not enter this MOU as evidence in support of any grievance, arbitration, or unfair labor practice charge.

For the Board


Superintendent

8-13-13
date

For the Association


President

8-13-13
date

Addendum A-1

2013 - 2014 Certified Salary Schedule - 0% Base Increase (No Step Movement)

1% Lump Sum Payment Due by November 30, 2013

PAY STEP	YEARS EXP	NON-DEG	BA DEG	5 YEARS (150 Sem Hrs)	MA DEG	MA +20
		0.035	0.04	0.045	0.05	0.05
1	0	\$ 28,300	\$ 32,717	\$ 34,026	\$ 35,989	
		0.865	1.000	1.040	1.100	
2	1	\$ 29,445	\$ 34,026	\$ 35,498	\$ 37,625	
		0.900	1.040	1.085	1.150	
3	2	\$ 30,590	\$ 35,334	\$ 36,970	\$ 39,260	
		0.935	1.080	1.130	1.200	
4	3	\$ 31,735	\$ 36,643	\$ 38,442	\$ 40,896	\$ 42,859
		0.970	1.120	1.175	1.250	1.310
5	4	\$ 32,881	\$ 37,952	\$ 39,915	\$ 42,532	\$ 44,495
		1.005	1.160	1.220	1.300	1.360
6	5	\$ 34,026	\$ 39,260	\$ 41,387	\$ 44,168	\$ 46,131
		1.040	1.200	1.265	1.350	1.410
7	6	\$ 35,171	\$ 40,569	\$ 42,859	\$ 45,804	\$ 47,767
		1.075	1.240	1.310	1.400	1.460
8	7	\$ 36,316	\$ 41,878	\$ 44,332	\$ 47,440	\$ 49,403
		1.110	1.280	1.355	1.450	1.510
9	8		\$ 43,186	\$ 45,804	\$ 49,076	\$ 51,039
			1.320	1.400	1.500	1.560
10	9		\$ 44,495	\$ 47,276	\$ 50,711	\$ 52,674
			1.360	1.445	1.550	1.610
11	10		\$ 45,804	\$ 48,748	\$ 52,347	\$ 54,310
			1.400	1.490	1.600	1.660
12	11		\$ 47,112	\$ 50,221	\$ 53,983	\$ 55,946
			1.440	1.535	1.650	1.710
13	12		\$ 48,421	\$ 51,693	\$ 55,619	\$ 57,882
			1.480	1.580	1.700	1.760
14	13		\$ 49,730	\$ 53,165	\$ 57,255	\$ 59,218
			1.520	1.625	1.750	1.810
15	14				\$ 58,891	\$ 60,854
					1.800	1.860
	20		\$ 51,039	\$ 54,637	\$ 60,526	\$ 62,489
			1.560	1.670	1.850	1.910
	25				\$ 62,162	\$ 64,125
					1.900	1.960

Addendum A-2

2014 - 2015 Certified Salary Schedule - 1.5% Base Increase (No Step Movement)

PAY STEP	YEARS EXP	NON-DEG	BA DEG	5 YEARS (150 Sem Hrs)	MA DEG	MA +20	1.015
		0.035	0.04	0.045	0.05		0.05
1	0	\$ 28,725	\$ 33,208	\$ 34,536	\$ 36,529		
		0.865	1.000	1.040	1.100		
2	1	\$ 29,887	\$ 34,536	\$ 36,030	\$ 38,189		
		0.900	1.040	1.085	1.150		
3	2	\$ 31,049	\$ 35,864	\$ 37,525	\$ 39,849		
		0.935	1.080	1.130	1.200		
4	3	\$ 32,212	\$ 37,193	\$ 39,019	\$ 41,510	\$ 43,502	
		0.970	1.120	1.175	1.250	1.310	
5	4	\$ 33,374	\$ 38,521	\$ 40,513	\$ 43,170	\$ 45,163	
		1.005	1.160	1.220	1.300	1.360	
6	5	\$ 34,536	\$ 39,849	\$ 42,008	\$ 44,830	\$ 46,823	
		1.040	1.200	1.265	1.350	1.410	
7	6	\$ 35,698	\$ 41,178	\$ 43,502	\$ 46,491	\$ 48,483	
		1.075	1.240	1.310	1.400	1.460	
8	7	\$ 36,861	\$ 42,506	\$ 44,997	\$ 48,151	\$ 50,144	
		1.110	1.280	1.355	1.450	1.510	
9	8		\$ 43,834	\$ 46,491	\$ 49,812	\$ 51,804	
			1.320	1.400	1.500	1.560	
10	9		\$ 45,163	\$ 47,985	\$ 51,472	\$ 53,464	
			1.360	1.445	1.550	1.610	
11	10		\$ 46,491	\$ 49,480	\$ 53,132	\$ 55,125	
			1.400	1.490	1.600	1.660	
12	11		\$ 47,819	\$ 50,974	\$ 54,793	\$ 56,785	
			1.440	1.535	1.650	1.710	
13	12		\$ 49,147	\$ 52,468	\$ 56,453	\$ 58,446	
			1.480	1.580	1.700	1.760	
14	13		\$ 50,476	\$ 53,963	\$ 58,114	\$ 60,106	
			1.520	1.625	1.750	1.810	
15	14				\$ 59,774	\$ 61,766	
					1.800	1.860	
	20		\$ 51,804	\$ 55,457	\$ 61,434	\$ 63,427	
			1.560	1.670	1.850	1.910	
	25				\$ 63,095	\$ 65,087	
					1.900	1.960	

Addendum A-3

2015 - 2016 Certified Salary Schedule - 0% Base Increase (No Step Movement)

1% Lump Sum Payment due by November 30, 2015

if general fund balance is less than \$2.2 million carryover at the end of FY2015

PAY STEP	YEARS EXP	NON-DEG	BA DEG	5 YEARS (150 Sem Hrs)	MA DEG	MA +20	1
		0.035	0.04	0.045	0.05	0.05	
1	0	\$ 28,725	\$ 33,208	\$ 34,536	\$ 36,529		
		0.865	1.000	1.040	1.100		2
2	1	\$ 29,887	\$ 34,536	\$ 36,030	\$ 38,189		
		0.900	1.040	1.085	1.150		
			1				
3	2	\$ 31,049	\$ 35,864	\$ 37,525	\$ 39,849		
		0.935	1.080	1.130	1.200		2
4	3	\$ 32,212	\$ 37,193	\$ 39,019	\$ 41,510	\$ 43,502	
		0.970	1.120	1.175	1.250	1.310	
					2	2	
5	4	\$ 33,374	\$ 38,521	\$ 40,513	\$ 43,170	\$ 45,163	
		1.005	1.160	1.220	1.300	1.360	
					4		
6	5	\$ 34,536	\$ 39,849	\$ 42,008	\$ 44,830	\$ 46,823	
		1.040	1.200	1.265	1.350	1.410	
							1
7	6	\$ 35,698	\$ 41,178	\$ 43,502	\$ 46,491	\$ 48,483	
		1.075	1.240	1.310	1.400	1.460	
			1				
8	7	\$ 36,861	\$ 42,506	\$ 44,997	\$ 48,151	\$ 50,144	
		1.110	1.280	1.355	1.450	1.510	
					1	2	1
9	8		\$ 43,834	\$ 46,491	\$ 49,812	\$ 51,804	
			1.320	1.400	1.500	1.560	
			1	2	1		
10	9		\$ 45,163	\$ 47,985	\$ 51,472	\$ 53,464	
			1.360	1.445	1.550	1.610	
					2		
11	10		\$ 46,491	\$ 49,480	\$ 53,132	\$ 55,125	
			1.400	1.490	1.600	1.660	
					1		
12	11		\$ 47,819	\$ 50,974	\$ 54,793	\$ 56,785	
			1.440	1.535	1.650	1.710	
					1	3	1
13	12		\$ 49,147	\$ 52,468	\$ 56,453	\$ 58,446	
			1.480	1.580	1.700	1.760	
			1	1	2		
14	13		\$ 50,476	\$ 53,963	\$ 58,114	\$ 60,106	
			1.520	1.625	1.750	1.810	
			1	1		1	
15	14				\$ 59,774	\$ 61,766	
					1.800	1.860	
					7	2	
	20		\$ 51,804	\$ 55,457	\$ 61,434	\$ 63,427	
			1.560	1.670	1.850	1.910	
					4	4	3
	25				\$ 63,095	\$ 65,087	
					1.900	1.960	
					8	4	

Addendum A-3

2015 - 2016 Certified Salary Schedule - 1% Base Increase and Full Reinstatement of Steps

Contingent on \$2.4 million carryover in the general fund at the end of FY2015

PAY STEP	YEARS EXP	NON-DEG	BA DEG	S YEARS (150 Sem Hrs)	MA DEG	MA +20	1.01
		0.035	0.04	0.045	0.05		0.05
1	0	\$ 29,012	\$ 33,540	\$ 34,881	\$ 36,894		
		0.865	1.000	1.040	1.100		
					2		
2	1	\$ 30,186	\$ 34,881	\$ 36,391	\$ 38,571		
		0.900	1.040	1.085	1.150		
			1				
3	2	\$ 31,360	\$ 36,223	\$ 37,900	\$ 40,248		
		0.935	1.080	1.130	1.200		
					2		
4	3	\$ 32,534	\$ 37,565	\$ 39,409	\$ 41,925	\$ 43,937	
		0.970	1.120	1.175	1.250	1.310	
				2	2		
5	4	\$ 33,708	\$ 38,906	\$ 40,919	\$ 43,602	\$ 45,614	
		1.005	1.160	1.220	1.300	1.360	
				4			
6	5	\$ 34,881	\$ 40,248	\$ 42,428	\$ 45,279	\$ 47,291	
		1.040	1.200	1.265	1.350	1.410	
					1		
7	6	\$ 36,055	\$ 41,589	\$ 43,937	\$ 46,956	\$ 48,968	
		1.075	1.240	1.310	1.400	1.460	
		1					
8	7	\$ 37,229	\$ 42,931	\$ 45,446	\$ 48,633	\$ 50,645	
		1.110	1.280	1.355	1.450	1.510	
				1	2	1	
9	8		\$ 44,273	\$ 46,956	\$ 50,310	\$ 52,322	
			1.320	1.400	1.500	1.560	
			1	2	1		
10	9		\$ 45,614	\$ 48,465	\$ 51,987	\$ 53,999	
			1.360	1.445	1.550	1.610	
				2			
11	10		\$ 46,956	\$ 49,974	\$ 53,664	\$ 55,676	
			1.400	1.490	1.600	1.660	
					1		
12	11		\$ 48,297	\$ 51,484	\$ 55,341	\$ 57,353	
			1.440	1.535	1.650	1.710	
				1	3	1	
13	12		\$ 49,639	\$ 52,993	\$ 57,018	\$ 59,030	
			1.480	1.580	1.700	1.760	
			1	1	2		
14	13		\$ 50,981	\$ 54,502	\$ 58,695	\$ 60,707	
			1.520	1.625	1.750	1.810	
			1	1		1	
15	14				\$ 60,372	\$ 62,384	
					1.800	1.860	
					7	2	
	20		\$ 52,322	\$ 56,012	\$ 62,049	\$ 64,061	
			1.560	1.670	1.850	1.910	
				4	4	3	
	25				\$ 63,726	\$ 65,738	
					1.900	1.960	
					8	4	

Addendum B

Extra-Curricular Salary Schedule

The salary is determined by multiplying the index times the base (B.A. with no experience) on the Teacher's Salary Schedule for the applicable school year.

NOTE: All coaches are directly responsible to the Athletic Director and the head coach in that sport so that there is a correlation of the program. If the Administration and Board of Education decide there are not enough student participants to adequately have a program, the activity will be dropped for that particular year.

Supplemental contracts may be divided between two or more individuals, and the Board reserves the right to add or delete positions or to not fill a supplemental position set forth herein.

POSITION	Experience			
	0	1	2	3
Head Basketball (Boys)	.155	.16	.165	.17
Head Basketball (Girls)	.155	.16	.165	.17
Head Football	.155	.16	.165	.17
H.S. Band Director	.125	.13	.135	.14
Asst. H.S. Basketball Boys	.105	.110	.115	.120
Asst. H.S. Football (3)	.105	.110	.115	.120
Asst. H.S. Basketball Girls	.105	.110	.115	.120
Head Volleyball	.100	.105	.110	.115
H.S. Wrestling	.100	.105	.110	.115
Cross Country (Boys & Girls)	.090	.095	.100	.105
Head Track (Boys & Girls)	.08	.085	.09	.095
Head Baseball	.08	.085	.09	.095
Head Softball	.08	.085	.09	.095
Head M.S. Football	.08	.085	.09	.095
H.S. Swimming	.08	.085	.09	.095
H.S. Yearbook (Arcette)	.07	.075	.08	.085
Golf Boys	.07	.075	.08	.085
Golf Girls	.07	.075	.08	.085
Asst. H.S. Volleyball	.07	.075	.08	.085
Asst. Athletic Director	.06	.065	.07	.075
Head Middle School Track (Boys & Girls)	.055	.06	.065	.07
Director High School Musical/Play	.05	.055	.06	.07
Director Middle School Musical/Play	.05	.055	.06	.065
9 th Grade Basketball (Boys)	.05	.055	.06	.065
Asst. Softball	.05	.055	.06	.065
Asst. H.S. Track (Boys & Girls) (2)	.05	.05	.06	.065
Asst. H.S. Baseball	.05	.055	.06	.065
Junior Class Advisor	.05	.055	.06	.065
Senior Class Advisor	.05	.055	.06	.065
Strength Coach	.05			
8 th Grade Basketball (Boys)	.045	.05	.055	.06
7 th Grade Basketball (Boys)	.045	.05	.055	.06
8 th Grade Basketball (Girls)	.045	.05	.055	.06
7 th Grade Basketball (Girls)	.045	.05	.055	.06
Head M.S. Cross Country	.045	.05	.055	.06
M.S. Wrestling	.045	.05	.055	.06

Addendum B

Extra-Curricular Salary Schedule

Middle School Cheerleading	.04	.045	.05	.055
Middle School Volleyball	.04	.045	.05	.055
H.S. Vocal Music	.04	.045	.05	.055
M.S. Band	.04	.045	.05	.055
Asst. Middle School Football	.035	.04	.045	.05
Asst. Middle School Track (Boys & Girls)	.035	.04	.045	.05
H.S. Football Cheerleading	.035	.04	.045	.05
H.S. Basketball Cheerleading	.035	.04	.045	.05
Assistant H.S. Musical/Play	.035	.04	.045	.05
Assistant M.S. Musical/Play	.035	.04	.045	.05
H.S. Student Council	.025	.03	.035	.04
H.S. Student Mentorship Program	.025	.03	.035	.04
National Honor Society	.025	.03	.035	.04
H.S. Concession Stand	.025	.03	.035	.04
Business Professionals of America	.025	.03	.035	.04
SADD Club	.025	.03	.035	.04
H.S. Academic Team	.025	.03	.035	.04
M.S. Academic Team	.025	.03	.035	.04
Science Club	.025	.03	.035	.04
Destination Imagination	.025	.03	.035	.04
M.S. Student Council	.025	.03	.035	.04
Elementary Student Council	.025	.03	.035	.04
FCCLA Advisor	.025	.03	.035	.04
Renaissance Program Coordinator	.025	.03	.035	.04
6 th Grade Class Advisor	.025	.03	.035	.04
7 th Grade Class Advisor	.025	.03	.035	.04
8 th Grade Class Advisor	.025	.03	.035	.04
Freshmen Class Advisor	.025	.03	.035	.04
Sophomore Class Advisor	.025	.03	.035	.04
H.S. Intramurals	.02	.025	.03	.035
Detention (High School, Middle School, Elementary)	\$20.00 per hour			
Wednesday School	\$20.00 per hour			
Intervention Assistance Team Member (Core team members only; limit 4 per school)	\$20.00 per hour			
Summer School	\$25.00 per hour			
Tutor	\$30.00 per hour			
Intervention	\$30.00 per hour			

Grievance Report Form

Level 1 (Informal)

Date of occurrence of grievance/complaint: _____

Date of informal discussion: _____

Formal Level:

Level 2:

Statement of the grievance (including the provision of the Master Agreement that has been violated, misinterpreted, or misapplied): _____

Relief Sought: _____

Grievant: _____ Date Submitted: _____

Hearing Date: _____

Response of Administrator: _____

Administrator: _____ Date issued: _____

Level 3

Statement of grievance (include provision of Master Agreement): _____

Grievant: _____ Date Submitted: _____

Response of Superintendent: _____

Superintendent: _____ Date Issued: _____

Level 4

Date of Association Demand for Arbitration: _____

Sick Leave Form



Pay Period of Absence(s) _____ to _____

Name of Person Absent _____

Date(s) of Absence _____

Number of Days Absent _____

Reason for Absence(s) _____

Signed _____

Date _____

Article 11—Leave

A. Sick Leave

- 1. Accumulation. A full-time teacher shall be entitled to one and one-fourth (1-1/4) days of sick leave per calendar month of completed service, unless on a leave of absence, or a total of fifteen (15) days per year, subject to the maximum accumulation listed below. Half-time teachers shall have a pro rata portion of the above benefits.

Maximum Accumulation of Sick Leave Days	
School Year	Maximum Days
2013-14	272
2014-15	272
2013-16	272

- 1. Uses. For absences due to personal illness, any disabling complications of pregnancy or childbirth, recovery from childbirth, injury, exposure to contagious disease which could be communicated to other employees or to students, medical or dental appointments, when such cannot be scheduled during non-working hours, and to illness, injury or death in the teacher's immediate family. The immediate family shall be defined as the teacher's mother, father, grandmother, grandfather, grandchild, mother-in-law, father-in-law, brother, sister, husband, wife, child, step-parent or step-child, son or daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, foster parent or child, or person living as a permanent resident of the teacher's household. Leave to attend the funeral of a teacher's husband, wife, or child shall be limited to up to ten (10) consecutive school days. Regarding the remainder of the teacher's immediate family, leave to attend such funeral shall be limited to five (5) consecutive school days. To attend the funeral of any other relative not mentioned above, the leave shall be limited to two (2) days if the travel distance to the funeral is less than 200 miles one way and three (3) days if it is more than 200 miles one way. Distance shall be calculated from the employee's current official residence as is on the record in the Central Office to the funeral of the deceased person. Proof of such distance shall be the responsibility of the employee. An estimate of the length of time the teacher will be off must be provided to the teacher's principal whenever possible. Sick leave must be taken in one-half or whole day increments.
- 2. Responsibility. All teachers shall be responsible for notifying their Building Principal or his/her designee when sick leave is to be used. Failure to notify the appropriate person is grounds for denial of benefits. A doctor's note verifying personal illness will be required for more than five (5) successive days of sick leave. Teachers are to contact their Building Administrator or his/her designee no later than 7:00 a.m. when sick leave is to be used. The principal's office should be notified each day during school hours if a substitute will be needed the following day. All teachers are to complete a sick leave form for the use of sick leave no later than five (5) days following the last day leave is used.
- 3. False Claim. No payment of salary or benefits will be made for an unauthorized absence and/or abuse of sick leave benefits. An unauthorized absence and/or sick leave abuse may be considered as grounds for disciplinary action.
- 4. Advancements. A returning teacher or a newly employed teacher who has not accumulated sick leave credits, shall be advanced ten (10) sick leave days. Said advance shall be charged against the sick leave he/she subsequently accumulates. No benefit shall be paid hereunder unless the teacher is physically able to earn subsequent sick leave credits.
- 5. Emergency Closing. Should the schools be closed during the period of a teacher's sick leave by an "emergency" day or holiday, as called by the Superintendent, such teacher will not be charged with a sick leave day.

ARCANUM-BUTLER LOCAL SCHOOLS
Personal Leave Request Form



Date(s) of Requested Leave _____ Total Days _____

Employee _____

Article 11—Leave

C. Personal Leave

1. Subject to the conditions set forth herein, all teachers covered hereunder shall be eligible to receive up to four (4) days of personal leave each school year without loss of salary. Teachers who opted to carry over one (1) personal day prior to the deadline on May 1, 2013, for the 2013-2014 school year, shall have the option to receive compensation for that day or carry over that day for the 2013-2014 school year only. The personal leave days granted under the provisions above shall be in addition to any earned sick leave benefits to which a teacher may be entitled and shall not be charged against any sick leave accumulation which may have accrued.
2. Use of Personal Leave. Such personal leave must be taken in one-half or whole day increments. All personal leave will be considered unrestricted personal leave days, except that such unrestricted days may not be used for job hunting or working for pay.
3. Application for Personal Leave. The notice of intent to use personal leave shall be submitted to the Superintendent for approval not less than three (3) days prior to the date of use, except in the case of an emergency. Personal leave shall not be unreasonably denied.
4. Restrictions on the Use of Personal Leave. Personal leave may not be taken, except in emergency or other situations as determined by the Superintendent or his/her designee.
 - a) On the last work day before or the first work day after any holiday.
 - b) On the last work day before or the first work day after any approved vacation.
 - c) During the ten (10) calendar days immediately prior to and the ten (10) calendar day period after the opening or closing days of any school year.
 - d) When ten percent (10%) of the total staff on any given date is absent unless extenuating circumstances merit approval by the Superintendent. Leave requests hereunder shall not be unreasonably denied.
5. Any abuse of the personal leave benefits may constitute just cause for disciplinary action.
6. Should the school be closed during the period of a teacher's personal leave by an "emergency day" as called by the Superintendent, such teacher will not be charged with a personal day, if there has been no cost to the Board.
7. Compensation for unused personal leave: Unused personal leave will be reimbursed at a rate of \$80.00 per day.

My signature on this document affirms that my use of personal leave is in accordance with Board Policy. I understand that abuse of Board Personal Leave Policy may result in disciplinary action.

**Have immediate supervisor sign original form and send to Superintendent's Office for approval/disapproval. Copies will be made and sent to the treasurer, supervisor, and employee.

Employee's Signature

Date

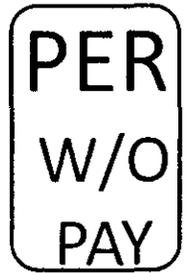
Supervisor's Signature

Date

Approved **Denied** Reason, if not approved _____

Superintendent's Signature

Date



ARCANUM-BUTLER LOCAL SCHOOLS
Personal Leave Request Form Without Pay

Name _____

School _____ Assignment _____

Date(s) Requested _____

Reason _____

****Have immediate supervisor sign original form and send to Superintendent's office for approval/disapproval. Copies will be made and sent to the Treasurer, Applicant, Principal/Supervisor, etc.**

Employee's Signature

Date

Signature of Principal/Supervisor

Date

Signature of Superintendent

Date

This absence is *approved without pay*; *not approved*.

Reason, if not approved: _____

This form must be approved by the Superintendent of Schools prior to absence from assignment.



ARCANUM-BUTLER LOCAL SCHOOLS
Professional Leave Request Form

Name of Teacher or Employee _____

Meeting Date(s) _____ Total Days _____

Meeting and Location _____

Purpose of Meeting _____

If the leave requested is for Athletic Department purposes, the Athletic Director must sign first, then submit to the Building Principal, who will submit to the Superintendent. Copies will be made and sent to the treasurer, supervisor, and employee.

Athletic Director's Signature, if applicable

Date

Supervisor's Signature

Date

Approved **Denied**

Comments _____

Superintendent's Signature

Date

Complete BEFORE submitting Professional Leave Request Form. List estimated expenses to be paid by participant and reimbursed by the Board of Education after meeting occurs. This includes participant paying registration fee and completing purchase order in advance for reimbursement.

Transportation: _____ miles @ _____ IRS rate _____

Lodging: Max \$135 per night _____

Meals: Max \$50 per day _____

Parking Fee: _____

Registration Fee: _____

Total _____

To be completed AFTER returning from meeting. List actual expenses incurred and paid by participant to be reimbursed by the Board of Education. Return a copy of the whole page to building secretary with itemized receipts attached.

Transportation: _____ miles @ _____ IRS rate _____

Lodging: Max \$135 per night _____

Meals: Max \$50 per day _____

Parking Fee: _____

Registration Fee: _____

Total _____

Signature of Employee

Article 11—Leave

F. Professional Leave

1. At the discretion of the Superintendent, professional leave days may be granted for the purpose of attending professional meetings in connection with extra-curricular or instructional duties.
2. When granted, teachers will be reimbursed for actual expenses incurred subject to the maximums set forth below.
 - a) Travel—Mileage reimbursement at the prevailing IRS rate for round trip mileage or air coach rate, whichever is approved.
 - b) Housing—Not to exceed \$135.00 per night. Amounts in excess of this amount must be approved by building principal and superintendent. Teachers are encouraged to share accommodations whenever possible.
 - c) Meals – Not to exceed \$50.00 per day.
 - d) Parking fees, as required.
 - e) Registration fees, as required.
3. Application must be made on the approved form and signed by the Principal and Superintendent at least one (1) week in advance of the planned professional leave, unless otherwise waived by the Superintendent. All mileage and professional expenses shall be filed with the Treasurer no later than 30 days following the last date on which the expenses were incurred. The teachers shall include itemized receipts or bills for those expenditures for which reimbursement is requested.
4. Should the school be closed during the period of a teacher's professional meeting attendance by an "emergency day", as called by the Superintendent, such teacher will not be charged with a professional day, if the teacher is unable to attend the meeting and the Board has paid no money towards that meeting.

JURY DUTY LEAVE

For pay period beginning _____ and ending _____

Name of person absent _____

Date(s) absent _____

Number of days absent _____

Signed _____ Date of report _____

An employee shall be released from all duties and responsibilities at the school when is appointed to serve as a juror or court subpoenaed witness, and such services conflict with school duties. This is to be in effect only as long as the employee is on the jury or required to appear as a subpoenaed witness. The employee shall be paid the difference between regular salary and the remuneration received for serving as a juror or subpoenaed. Such leave shall not be deducted from any other type of leave. (See Master Contract, Article 11)

Customary practice is to turn in the endorsed check/cash from the Court to the Treasurer's Office. There will be no deduction from payroll if funds are received.