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COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
VAN BUREN LOCAL
SCHOOL DISTRICT BOARD OF EDUCATION
AND THE
OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES
LOCAL #783
EFFECTIVE
July 1, 2014
THROUGH
June 30, 2017

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ARTICLE 1 - RECOGNITION AND DEFINITIONS

A. The Van Buren Local School District Board of Education (hereinafter the "Board") recognizes OAPSE/AFSCME Local 4/AFL-CIO and its Local #783 (hereinafter the "Union") as the exclusive bargaining representative for full-time and regular part-time nonteaching employees in the following classifications: cashier, cook, bus driver, secretary, mechanic, monitor, clerical, matron, receptionist, custodian and aide (hereinafter referred to as "employees"). Excluded from the bargaining unit are substitute, temporary, seasonal or casual employees, Secretary to the Superintendent, Food Service Supervisor, Maintenance Supervisor, Transportation Supervisor, Board Treasurer, and all other supervisory, management level, confidential and professional employees as defined by Ohio Revised Code Chapter 4117.

B. The following definitions apply to this Agreement unless otherwise expressly provided:

1. "Board" means the Board, its agents, school administrators, and all others acting on the Board's behalf.
2. "Calendar Day" means a calendar day.
3. "Classification" means the classifications listed in the Layoff and Recall Article.
4. "Classification Seniority" means the length of employment in a particular job classification as computed from the employee's most recent date of entry into such job classification.
5. "Employee" means a bargaining unit member.
6. "System Seniority" means the length of continuous service as a regular employee of the Board.
7. "Union" means the Ohio Association of Public School Employees and Local #783, the Union's members, employees, agents and all others acting on the Union's behalf.
8. "Work Day" means a day that the Board office is open.
9. "Kiosk" means the District's online record keeping system that records requests for time off.

C. The parties acknowledge that three classifications listed in Section A above (mechanic, monitor, and clerical) are not being staffed by any bargaining unit members and have not been staffed by bargaining unit members in the past. The Board is currently using a supervisor to do bus maintenance work, and will continue to do so. The parties agree that if in the future the Board hires full-time or regular part-time employees in any of the three classifications listed above, those employees will be bargaining unit members.

ARTICLE 2 - BOARD RIGHTS

A. Except as modified by a specific and express term of this Agreement, the Board hereby retains and reserves to itself, the Superintendent and other personnel in management all powers, rights, and responsibilities conferred upon and vested in it or them by the laws and the Constitution of the State of Ohio, and of the United States, including but not limited to the right to: determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions, programs, and services of the Board, standards of services, its budget, utilization of technology, and organizational structure; direct, assign, schedule, supervise, evaluate, and hire employees; maintain and improve the efficiency and effectiveness of school operations; determine the work hours of employees and the overall methods, process, means, and personnel by which school operations are to be conducted; suspend, discipline, demote, or terminate employees for just cause; lay off, nonrenew, transfer, assign, schedule, promote, or retain employees; determine the adequacy of the work force; determine the mission of the District as an educational unit; effectively manage the work force; adopt policies not inconsistent with the specific written terms of this Agreement; issue, implement and modify work rules; take actions to carry out the mission of the District; and the Superintendent's right to direct, assign, supervise, evaluate, schedule, and transfer employees; and to direct, assign and schedule pupils and their instruction. The exercise of any of the foregoing management rights requires neither prior negotiation with nor agreement of the Union.

B. The Board rights set forth above shall not be subject to arbitration or impairment by arbitration award or otherwise except to the extent that they are limited by specific provisions of this Agreement. Failure to exercise a right or exercising it in a particular way shall not be deemed a waiver of any Board right.

ARTICLE 3 - NEGOTIATIONS PROCEDURES

A. Request for Opening Negotiations

A request for the opening negotiations shall be submitted in writing by the Union to the Superintendent or by the Superintendent to the Union President on or before ninety (90) calendar days prior to the expiration of this Agreement. A mutually convenient meeting date shall be set no later than sixty (60) calendar days prior to expiration of , unless both parties agree to a later day, to adopt an agenda listing those issues which shall be negotiated and to set dates and procedures for the ensuing meetings.

B. Submission of Issues

All Union issues shall be submitted in writing at the first meeting and the Board shall submit in writing all of its issues no later than the second meeting unless agreed by both parties. Issues not submitted by the proper session may not be raised during the negotiations except by mutual agreement.

report to work. An employee who does not report during such seven-day period, his name shall be eliminated from the recall list and the employment relationship shall cease. If the first employee on the recall list for a classification does not accept the recall, the Board shall offer the position to the next most senior employee from that classification on the list by the procedure outlined in this Article, and so on, until the position is filled.

ARTICLE 10 - RELEASE TIME

If an administrator calls an employee into a meeting, the employee will be paid for that meeting time at his/her regular rate if the meeting occurs during that employee's scheduled work hours. If the Administration, in its discretion, allows an employee representative to be present at the meeting, the representative will also be paid his/her regular rate for that meeting time if the meeting occurs during the representative's scheduled work hours.

ARTICLE 11 - ASSIGNMENT OF WORK

A. No outside contractor, supervisor, managerial employee, substitute, temporary or casual employee or other employee of the Board outside the bargaining unit may be used to eliminate an employee's job or reduce the regular work hours of an employee. However, the Board reserves the right to assign work to supervisors, other employees, or to temporary, casual, intermittent or seasonal employees where the Board determines that such assignment of work is needed to meet seasonal, temporary or fluctuating needs, to perform work efficiently or on the most cost-effective basis, where no qualified employee is readily available, in a weather or other emergency, or in other circumstances in which supervisors, other employees, or temporary casual, intermittent or seasonal employees have done work for the Board in the past.

B. Custodial, transportation, and food service employees will annually bid on assignments within their respective departments for the upcoming year. (For this purpose, "custodial employees do not include any employee with a maintenance assignment, "transportation" employees do not include the bus mechanic, and "food service" employees do not include head cooks.) Such bidding will be on the basis of classification seniority. Custodial employees will bid on their first scheduled work day following the last scheduled day of the teachers' work year. Transportation employees will bid at a meeting held within two (2) weeks before the bus drivers' first regularly scheduled work day for the year. Food service employees will bid on their first regularly scheduled work day for the year.

ARTICLE 12 - WAGES AND HOURS

A. Employees shall be paid by direct electronic deposit in accordance with this Agreement, and individual salary notices shall not be necessary. Employees will be paid the hourly rate provided for in the wage schedule for authorized and assigned work hours. Employees will continue to be paid in 26 pays unless it is a year when 27 pays is warranted. If the administration requires an employee to work through lunch, the employee will be paid for lunch. Breaks will be assigned by the supervisor.

B. The existence of the wage schedule does not restrict or limit the Board's prerogative to increase or reduce the number of positions, or to increase or reduce the number of hours that

employees are scheduled to work. Neither this Article nor any other provision of this Agreement shall be construed as a guarantee of hours per day or per week.

C. The Board retains the right to require employees to work more than their regularly scheduled work hours, including more than forty (40) hours in a workweek and/or more than eight (8) hours in a day as it determines the needs of the District may require. However, each employee will be paid at the rate of one and one-half times his/her regular straight-time hourly rate for all hours worked in excess of forty (40) hours in any one (1) workweek, and for any assigned hours worked on Sundays. Overtime must be authorized in advance by the Superintendent or designee. For purposes of calculation, the workweek begins at 12:01 AM on Monday and ends at midnight the following Sunday.

D. If the Superintendent or designee authorizes it, the employee will be allowed to take compensatory time off at the rate of one and one-half hours of compensatory time for each hour of overtime work. Compensatory time shall be scheduled with approval of the appropriate supervisor or administrator. Compensatory time must be used within 30 days of the date the overtime was worked. If not so used, it will automatically be paid off in cash.

E. To be eligible to earn overtime pay by working special events, an employee must have actually worked his/her last scheduled work shift prior to the special event.

F. Payment of overtime and/or premium rates shall not be duplicated or pyramided for the same hours worked, and under no circumstances shall more than one basis of calculating overtime and/or premium pay be used for the same hours. For purposes of computing overtime pay, holidays, vacation, personal leave, sick leave and compensatory time taken shall not be treated as hours worked unless the Superintendent authorizes the leave, in advance, to be treated as hours worked.

G. Custodians and Food Service employees who will not be reporting to work due to illness must report their absence to the supervisor prior to 5:00 AM (morning shift) or noon (afternoon or evening shift) unless prevented from doing so by emergency circumstances. Immediately upon returning to work, the employee is required to complete the appropriate paperwork and turn it in to the supervisor. Failure to report an absence in accordance with this Section will result in a loss of pay for any day missed, the employee's pay being held by the Treasurer until proper paperwork has been submitted and processed, and appropriate disciplinary action as established in Article 7 of this Agreement.

H. If a custodian is working a function on a weekend or holiday in a Board-owned facility, the employee will be assigned within the area of the function to the extent practical. This provision does not preclude assignment of the employee outside such area in extraordinary circumstances or if necessary to keep the employee productively occupied during compensated work time.

I. Head cooks and cooks will receive their regular hourly rate for all additional hours worked prior to the beginning and at the end of the student year to clean the kitchen and/or cafeteria. All additional hours and/or alterations to the work calendar must have prior approval of the Superintendent (or designee).

J. If an employee is assigned by the Superintendent (or designee) to work in a job classification other than the employee's contracted full-time classification during the employee's regularly scheduled hours, the rate of pay for the hours worked in the different classification will be paid at the higher pay scale, either contracted or assigned, for the job he/she is assigned.

K. If the District's Bus Garage is moved to a new location during the term of this Agreement, route times will be assessed in light of any new travel and traffic conditions and appropriately adjusted, if warranted.

ARTICLE 13 - TRANSPORTATION

A. Except as otherwise specified in this Section, drivers will be paid at the extra trip rate appearing in Appendix A of this Agreement for field trips. If a driver takes a weekday trip that precludes the driver, in whole or in part, from performing his/her normal driving duties on that day, the first 1.5 hours of the trip will be paid at the driver's regular rate. Notwithstanding any other provision of the Agreement, the premium rate of time and one-half will not apply to any extra trip (including any weekend work associated with the trip) except to the extent, if any, that the trip results in overtime liability as mandated by law. The maximum number of hours a driver can work in a twenty-four hour period (on an overnight trip) is eighteen (18). Drivers will be paid a minimum of two (2) hours for field trips.

B. If a regular driver cannot make his/her mid-day run, that run shall be offered to the other regular drivers in the same rotational order that is used for field trips and will be posted on the Hotboard.

C. The Board shall pay for the driver's actual cost of taking the CDL test and any renewals required by law. The Board will pay the cost of an approved applicant's initial attempt to pass a CDL test (either for a first time license or for any renewal required by law). Any cost related to retaking a failed test will be at the employee's expense. The Board will also pay for the cost of required fingerprinting. The Board will be responsible for paying the cost of obtaining the required license abstract each year. When a driver attends recertification classes and participates in required drivers training as mandated by the Ohio Pupil Transportation Operation and Safety Rules, he/she will be compensated a total of \$110.00 for all required hours worked. Annual physical examinations sponsored by the Board will be paid by the Board. The physician will be designated by the Superintendent.

D. Drivers who will not be reporting to work due to illness must report their absence to the supervisor prior to 5:00 AM (AM segment) or noon (PM segment) or at least two (2) hours prior to the beginning of an extra trip, unless emergency circumstances prevent such reporting. A phone number will be provided to drivers for this purpose. Immediately upon returning to work, the employee is required to complete the appropriate paperwork and turn it in to the supervisor. Failure to report an absence in accordance with this Section will result in a loss of pay for any day missed, the employee's pay being held by the Treasurer until proper paperwork has been submitted and processed, and appropriate disciplinary action as established in Article 7 of this Agreement.

E. All regular AM/PM segments (vocational, special education, parochial, etc.) and mid-day runs will be bid using the seniority rotation list during the month of August prior to the beginning of each school year. A driver may not bid more than one (1) mid-day run at a time. To be eligible to bid on regular and special/mid-day bus routes at the bid meeting, the driver must have completed all requirements according to Ohio law and be properly certified (including approval by the Hancock County Educational Service Center). Failure to meet these requirements prior to the bid meeting will place the driver at the end of the bid list, and the driver will be awarded the remaining route after all properly certified drivers have bid.

F. A mid-day run will be paid by timesheet. The hours of a mid-day run shall not be included in calculating an employee's holiday pay, sick leave pay, etc., but will be used to determine the employee's status for determining insurance fringe benefits. Any mid-day run that is disconnected from the regular AM/PM segments (i.e., does not start right after an AM segment or end right before a PM segment) will be paid a minimum of two (2) hours, including prep time.

G. Field/Extracurricular Trips

1. All field/extracurricular trips will be assigned to drivers (including the bus mechanic if the employee is a certified bus driver) on a rotational basis by classification seniority. Each driver will be listed according to classification seniority, except the bus mechanic will in all cases be placed at the bottom of the list and cannot take a trip if the trip would interfere with his/her regular work. Each driver will be responsible for indicating in a timely fashion on the posting whether or not he/she wants to drive that particular trip. If the driver next in line for a trip declines that trip, the next driver by classification seniority will be offered the trip, and so on until a driver is found. Each subsequent trip will be offered first to the next driver in classification seniority following the driver who actually was assigned to the previous trip. Each driver who declines a trip will automatically go to the bottom of the list.
2. All field/extracurricular trips will be posted and assigned in accordance with the procedure below. For purposes of this procedure, the Transportation Supervisor will appoint (and make the identity known to drivers) one designee, not multiple designees.
 - a. A driver must indicate whether he/she wants to take a particular trip by 2:00 PM on Friday, and the following week's (Monday through Sunday) trips will then be awarded by the Transportation Supervisor (or designee) during the PM segment of regular bus routes on that Friday. If the normal Friday afternoon schedule is altered due, for example, to an early-release day, the 2:00 PM deadline will be adjusted accordingly. All trips during an extended holiday break (Thanksgiving, Christmas, Spring Break, etc.) will be signed on for and assigned on the last student day prior to the first day of the break and will include all trips through the week following the break.
 - b. Any trip card received for an event scheduled after an assignment day but before the next assignment day will be placed on the "Hot Board." If the trip is scheduled during an extended holiday break, the Transportation Supervisor

(or designee) will poll all driver(s) by phone using the current "Hot Board" rotation order. The first driver reached who accepts the trip will be awarded the trip.

- c. If a driver declines an assigned trip within 24 hours after it is assigned to him/her, the trip will be reassigned to the next driver who had originally indicated a desire for the particular trip, moving all subsequent trips accordingly. If there is no other driver signed on the original trip, it will be placed on the "Hot Board" and assigned in seniority rotation by the Transportation Supervisor (or designee). If a driver declines an assigned trip more than 24 hours after it is assigned to him/her, the trip will be placed on the "Hot Board" for assignment in seniority rotation by the Transportation Supervisor (or designee).
- d. A driver who declines an assigned trip will be placed on the bottom of the rotational list and be required to skip the next trip which would have been assigned to them. A record will be kept by the Transportation supervisor (or designee) of the number of skips for each driver. Each subsequent trip declined by a driver will result in a corresponding number of trip(s) the driver must be skipped on the rotational list. (Example: Second trip declined equals two skipped trips, third trip declined equals three skipped trips).
- e. If a trip is canceled after it has been assigned to a driver, there will be no adjustment in the trip rotation assignment. If a trip is postponed, the driver who was originally awarded the trip will still be responsible to take the trip. If the original assigned driver cannot drive on the rescheduled day, the trip will be put on the "Hot Board" and assigned accordingly, and no skip trip penalty will occur. A driver cannot decline a postponed trip to take another available trip on the rotation board; rather, that driver will be jumped and the rotation will continue with the next seniority driver who signed the trip.
- f. If no full-time driver signs on an available posted trip, the trip will be offered to substitute drivers. If the trip is still unassigned, the Transportation Supervisor will award the trip to a volunteer, if any, before mandating the trip, provided that the volunteer notified the Transportation Supervisor (using the prescribed notification procedure) of his/her willingness to volunteer by 2:00 PM of the last work day prior to the trip's scheduled departure date. A volunteer thus assigned to the trip cannot thereafter refuse or swap the trip without the Transportation Supervisor's consent. If the trip is still unassigned, it will be mandated, at 2:00 PM on the last work day prior to the trip's scheduled departure date, in reverse seniority order to a full-time driver who does not have an assigned trip on the day in question. If the driver to be mandated is off sick or on a paid leave, it skips to the next driver. The skipped driver will be returned to first on the mandate list for the next mandated trip.

- g. Any trip posted with a single destination but multiple pick-ups and/or drop-offs, on the same day, will be awarded to a single driver (example: JV Basketball to Hopewell, back to Van Buren to pick up Varsity Basketball to Hopewell, bring back JV Basketball to Van Buren, back to Hopewell for Varsity Basketball).
 - h. When multiple buses are assigned to a single destination on the same day, the driver of the first trip awarded will have first option of return times, if different times are indicated on the cards. The second driver awarded the trip will have the next option of return times (example: Class trips to Cedar Point, one returning at noon, one at 4:00 PM, and one at 11:00 PM).
 - i. A single driver may be awarded two (2) different trips in the same day only if no other driver(s) sign-up for the second trip and the time schedule does not cause a conflict. Before awarding the second trip, it must first be offered to any driver who indicated in writing, prior to trip assignments, his/her desire for a trip on the day in question.
3. Field trips will not be "split". Field trips will be allowed to be combined within a reasonable distance. Student groups (including athletics) field trips can be combined within a reasonable distance. During field trip down time, drivers may be requested to drive additional student groups as long as it does not extend original trip time. If a bus is required as part of a shelter plan, then it will not be allowed to be combined with other trips.
4. For a group, athletic team, or organization, the District may use a van for student transportation purposes.

Vans may be driven by non-bus drivers, as long as a properly certified driver who is a Board-approved part of the extracurricular program in question is available. In no case will a particular van be used to transport only a portion of the students needing transportation and then sent back to retrieve the portion not initially transported.

For purposes of this provision, "vans" means vehicles that can be legally used by an Ohio school district to transport students. It is further understood that the number of passengers transported in a van will in no event exceed the number of passengers the vehicle was designed to seat.

5. Any driver whose hours worked would exceed 40 hours for the work week will be bypassed from taking any Field/Extracurricular Trip unless all other drivers have passed on that trip.

H. New buses will replace the bus that the District believes most needs replacing, that has similar equipment and is of similar size.

I. During the school year, it will be the responsibility of the Board to arrange for the cleaning of the outside of the bus and it will be the responsibility of the driver to clean the inside of the bus. The driver is also responsible for keeping windows clean at all times.

J. Drug Testing

The Hancock County ESC has a county-wide policy implementing Federal drug-testing law that the Board is a party to. That policy is part of this Agreement by reference and is available in the Superintendent's office.

The Board will pay employees their regular hourly rate for time spent actually traveling to and from the testing center, and for time spent during the testing, under the following conditions:

- (a) The employee is not otherwise on duty or being paid by the District.
- (b) The employee goes directly to and from the testing center without other stops. (The Board can require documentation.)
- (c) The Board will not pay employees for time spent traveling to or during tests that are for reasonable suspicion (if the test turns out to be positive), or for second tests necessitated by a positive first test.

K. The composition of all routes (regular AM/PM segments or mid-day runs) shall be determined by the Transportation Supervisor.

L. A driver will not be paid prep time for a mid-day run or field trip if the driver is using the same bus the driver already prepped for that day.

M. Trainers

1. Bus driver trainers will be selected by the Transportation Supervisor and certified by the State Department of Education.
2. The Transportation Supervisor shall make every effort to equalize equitable distribution the training hours of the certified trainers.
3. The trainers shall be compensated at his/her regular hourly rate for all time spent training or retraining new or current drivers.

N. A driver may only work a combination of AM/PM segments and mid-day runs that do not in the aggregate exceed eight (8) hours per day or forty (40) hours per work week. Should such a combination evolve into more than the maximum permissible hours after it is bid, the Transportation Supervisor shall reassign and adjust as necessary to stay within the maximum hour limit.

O. The Board will assign an employee to be available for a bus driver to contact at the end of the PM segment of his/her route in the event of a mechanical breakdown, stranded child,

or similar problem. If this assigned employee is from within the bargaining unit, it is understood that the assignment will be with the employee's consent and that this function will be compensated with a \$500 annual stipend in addition to the employee's regular pay.

ARTICLE 14 - SICK LEAVE

A. Employees shall accrue sick leave at the rate of one and one-fourth (1-1/4) work days per month and are entitled to accumulate a maximum of fifteen (15) work days per year. The accumulation of sick leave is capped at 245 days. Part time employees will continue to accrue sick leave on a proportionate basis notwithstanding Ohio Revised Code Section 3319.141.

B. Each new employee who has no accumulated sick leave shall be advanced five (5) days at the beginning of employment. The sick leave shall not be added to, or supplement, the amount that the employee earns on the basis of completed months of service. Employees utilizing the advanced days and terminating employment prior to accruing the advanced days will have the days deducted on a per diem rate at final salary settlement.

C. An employee can transfer sick leave from previous public employment according to the provisions of Ohio Revised Code Section 3319.141.

D. Sick leave may be used for absence by an employee for the following reasons or conditions:

1. Personal illness, injury, pregnancy, or exposure to contagious disease.

2. Employees shall be allowed to use five (5) work days of sick leave and additional days approved by the Superintendent during any one school year in cases of illness in the employee's immediate family. Immediate family shall be interpreted as spouse, child, parent, father/mother-in-law, grandchild, and sibling regardless of residence, or any other member of the family unit living in the same household.

3. Employees shall be allowed to use three (3) work days of sick leave, and additional days approved by the Superintendent, in the event of the death of a parent, child, spouse, sibling, aunt, uncle, nephew, niece, grandparents, grandchild, father/mother-in-law, daughter/son-in-law, or anyone who has virtually held the position of a parent or child of the employee.

4. An employee shall be allowed to use one (1) work day of sick leave and additional days to be approved by the Superintendent to attend the funeral of relatives not covered by Section 3 above.

5. The employee will be required to submit all sick leave requests through the Kiosk. Illness beyond three (3) consecutive work days will require a medical certificate from a physician that specifies when the illness began and when the employee may return to duty. The Board, at its expense, may require a second opinion from a Board-selected physician as a condition of granting such leave for more than fifteen (15) consecutive work days.

Any use of sick days above a total of five (5) work days in a school year will require a medical certificate from a physician for each incident of sick leave for the remainder of the

school year. For purposes of this specific provision only, a multiple-day absence that begins before five (5) days of sick leave are used in a school year will, if supported by a medical certificate from a physician, be counted as only one (1) day's use of sick leave; this cannot be used more than once in a school year.

Any use of sick leave above a total of five (5) work days in a school year for which a medical certificate from a physician is not provided within two (2) work days of the employee's return to work following the sick leave will result in unpaid sick leave and a day will be deducted for each such day of absence from the employee's accrued sick leave. For purposes of this specific provision only, sick leave taken under Paragraph 3 of this Section because of a death will not be counted as a use of sick leave.

6. Each employee who uses two (2) or less sick leave and/or personal leave days in a six-month period (July 1-December 31 and January 1-June 30) shall be rewarded according to the following schedule (no proration will occur for times in between the days listed):

Zero days missed = One and one-half (1-1/2) days pay

One day missed = One (1) days pay

Two days missed = One-half (1/2) days pay

E. A Sick Leave Pool is hereby established to provide an employee who has exhausted all available paid leave with an opportunity to apply for additional sick leave days for a catastrophic illness or injury of the employee or a member of his/her immediate family. The following principles govern the operation of the Pool:

1. The Pool shall be administered by a committee composed of three (3) members appointed by the Union President and two (2) members appointed by the Superintendent. All decisions shall be made by secret ballot and by unanimous vote of all committee members. Decisions are final and cannot be grieved under Article 5 of this Agreement or challenged by any other means.

2. The employee (or some other employee if the person requiring additional leave is incapacitated) shall present the request for additional leave to the Union President, with a specification of the number of days requested. The President shall present the request to the committee, which may demand medical proof of the catastrophic nature of the illness/injury and confirmation of the estimated recuperation time.

3. The Union President and Superintendent shall mutually devise a form upon which an employee may elect to contribute earned and accrued sick leave days to the Pool. An employee cannot contribute more than five (5) days in a school year and that employee's sick leave balance, after the contribution, cannot be fewer than twenty-five (25) days. The Union President will compile the executed forms and forward them to the Board's Treasurer. Durations become effective as of the ensuing July 1. The Treasurer will provide notice to the contributing employee of the number of days being deducted from that employee's sick leave balance as of that July 1.

4. The maximum number of days in the Pool that can be awarded by the committee to a requesting employee is:

Twenty (20) days if the employee has less than four (4) years of Ohio public school service;

Fifteen (15) days if the employee has at least four (4) but not more than ten (10) years of Ohio public school service;

Ten (10) days if the employee has more than ten (10) years of Ohio public school service.

If more days are needed, a new request must be presented to the committee. In no event will the committee approve more than two (2) requests for the same catastrophic illness or injury.

5. The Pool is not intended to be used in lieu of seeking disability benefits under Ohio Revised Code Chapter 3309 and the committee, in acting on a request, may take into account whether the employee has or will apply for such disability benefits.

6. The following definitions apply for purposes of administering the Pool:

“School year” means July 1 through June 30.

“Immediate family” means the requesting employee’s spouse, child, or parent.

“Catastrophic illness or injury” means a truly extraordinary illness or injury that is life-threatening or long-term in nature and that requires urgent and ongoing medical care. By way of example, a diagnosis of cancer is not inherently catastrophic, but could be deemed catastrophic if disabling or life-threatening; similarly, a pregnancy or childbirth is not inherently catastrophic, but a life-threatening or long-term and disabling pregnancy-related complication could be deemed catastrophic.

ARTICLE 15 - PERSONAL LEAVE

A. Each employee shall be entitled to three (3) work days of unrestricted personal leave each year. It is the intent of personal leave to give employees extra days they may need for emergencies and personal obligations not covered by sick leave. It is not the intent that personal leave be an extra vacation period, nor can it be used for travel time.

B. Requests for personal leave shall be made through the Kiosk at least five (5) workdays in advance but exceptions will be made to this rule in emergency situations. An employee will be notified via the Kiosk of the approval/disapproval of the leave request two (2) days prior to the requested date or no later than five (5) workdays following the submission of the request. Any employee requesting a personal day less than five (5) workdays in advance must supply the intended use of the personal day prior to approval. Personal leave can be revoked based on the availability of subs. Emergency situations will be given first priority. Other situations will be considered on a first come, first served basis. Personal leave may not be

granted on the day before or the day after a holiday or to extend a vacation. Personal leave may not be granted during critical times of the school year such as the first or last two weeks of school. Days of personal leave will not be granted in succession unless of an emergency nature. The Superintendent will have the final decision all requests.

C. Dock Day(s)

An employee may request a dock (unpaid) day off based on the following requirements:

1. All personal leave and vacation must be used prior to any request.
2. A request must be made at least 72 hours in advance of the requested day off unless in case of an emergency.
3. The Superintendent has complete discretion in granting or denying a dock day request.
4. A request denied is not subject to a grievance or any other proceeding.

ARTICLE 16 - PAID HOLIDAYS

A. Eleven and twelve-month employees will be paid their regular per diem rate for the following holidays:

New Year's Day
Martin Luther King Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve Day
Christmas Day

B. Nine and ten-month employees will be paid their regular per diem for the following holidays:

New Year's Day
Martin Luther King Day
Memorial Day
Labor Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve Day
Christmas Day

C. In order to be compensated for holidays, an employee must be regularly scheduled to work and must actually work all his/her scheduled hours, in any position assigned and/or approved by a supervisor, on the last workday immediately before and the first work day

immediately after the holiday. The exceptions to this are employees who are attending the funeral of a member of their immediate family (as defined in Article 14), or who are on approved vacation leave.

D. Any employees who in the case of an emergency situation, must take a sick day prior to or following a holiday may be granted holiday pay at the discretion of the Superintendent. The superintendent may require a medical certificate from a physician.

ARTICLE 17 - VACATIONS

A. Eleven and twelve-month employees shall be granted paid vacation time, to be used during the year after it is earned. Vacation time will be granted as follows:

- 1 through 6 years of service - 2 weeks vacation
- 7 through 14 years of service - 3 weeks vacation
- 15 or more years of service - 4 weeks vacation

B. Vacation pay shall be calculated by multiplying the number of vacation days by the number of hours for which the employee is normally scheduled to work and then by the employee's straight-time hourly rate at the time vacation is taken.

C. Upon approval of the Superintendent, an employee may carry over up to one week of vacation per year. The Board reserves the right to limit the number of employees who may take vacation at any particular time.

D. Vacation requests must be personally submitted to the employee's immediate supervisor in writing through the Kiosk at least thirty (30) calendar days before the first day of the proposed vacation. The supervisor must sign and date the form when it is turned in. An employee will be notified via the Kiosk of the approval/disapproval of the leave request. Vacation may only be taken if approved by a Principal and/or the Superintendent or designee. Requests will be approved on a first-come, first-serve basis, depending upon the availability of substitutes. The supervisor will respond to requests within five (5) work days of receipt.

E. Vacation time will be earned solely on the basis of length of employment with the District.

F. Upon the request of either the Board or employee, an employee and the Board may agree to allow an employee to work through a vacation period and be paid for that time at his/her regular rate of pay in addition to regular pay.

G. One week of vacation time per year may be taken in single day increments. Requests to use such vacation time must be submitted to the employee's immediate supervisor at least one week in advance of the proposed date(s).

ARTICLE 18 - SEVERANCE PAY

A. An employee with ten (10) or more years of District service shall, at the time of retirement, be paid in cash for one-fourth the value of his accrued but unused sick leave credit,

such payment not to exceed the value of sixty-one (61) days of accrued but unused sick leave. The employee's retirement must occur within ninety (90) days of the last active workday for the Board.

B. The payment shall be based on the employee's regular per diem rate at the time of retirement, if during the school year, or at the regular per diem rate for the prior school year. Such payment will eliminate all sick leave credit accrued but unused by the employee at the time payment is made.

C. The payment shall be made within thirty (30) calendar days of the time of retirement. "Time of retirement" under this Article shall be the date on which the Board receives written notice that the employee has begun receiving service retirement benefits from SERS or notice that a physician(s) appointed by the SERS has determined the employee to be qualified for a disability retirement or has recommended disability retirement.

ARTICLE 19 - OAPSE BUSINESS LEAVE

A. The Board agrees to permit one (1) elected delegate of OAPSE Chapter #783 leave of three (3) work days to attend the OAPSE Annual Conference with continuity of salary.

B. Additionally, if requested by the Union President employees may be granted leave with pay for Union business provided that the Union reimburse the Board for the employees' wages and provided that such absence does not interfere with the efficient operation of any department or working unit of the school district. Such request must be submitted in writing no less than five (5) work days in advance to the Superintendent. The Superintendent has the sole discretion of whether or not to approve such leave. It is anticipated that these requests would generally be reserved for special circumstances.

ARTICLE 20 - JURY DUTY

Upon presentation of verification to the Treasurer, employees will be paid their regular rate of pay for time spent on jury duty during their regularly scheduled work hours.

ARTICLE 21 - MISCELLANEOUS

A. Long-term leaves without pay are governed by the relevant provisions of the Ohio Revised Code.

B. An eligible employee may choose to request unpaid leave under the Family and Medical Leave Act or this Agreement. If the Act is chosen the employee and Board shall have all the rights and responsibilities provided under the Act.

C. Assault leave is governed by the relevant provisions of the Ohio Revised Code.

D. The cafeteria supervisor will periodically meet with a representative of the cafeteria workers to discuss the assignment of extra time activities.

E. Eligible dependents of bargaining unit members shall receive priority as open enrollment students as long as the attendance of the student(s) does not require the Board to create a class or a program, hire a new employee, or add to the hours of an existing employee. Enrollment of a student through open enrollment may continue as long as the dependent(s) exhibits appropriate behavior consistent with the policies and procedures of the District, and the member remains an employee of the Board.

F. Starting with the sixth (6th) calamity day of any school year, employees on school year contracts who begin work (start their shift) prior to the closing of schools on a calamity day will be paid for the actual time worked on that day (or for bus drivers, for their regular morning run), as long as the calamity day is made up at a later time.

Starting with the sixth (6th) calamity day of any school year, the Board may require employees on school year contracts to make up, in whole or in part, the time for which they were prepaid.

Twelve-month employees will continue to be treated in accordance with past practice with respect to calamity days.

G. Overtime in the Custodial Department will be allocated on a rotational basis by seniority. Supervisors will not be on the rotation list. Should an off-duty employee be called out to active duty, the employee will be paid a call-out minimum of two (2) hours; this call-out minimum does not apply to holdover or early-report work that is contiguous to the employee's regular shift hours.

If there are no volunteers for overtime, and no substitutes are available, overtime will be assigned on a rotation basis by reverse seniority.

H. The Custodial Department will be responsible for the removal of trash generated by the school lunch program. Additionally, the Custodial Department will be responsible for cleaning the restroom located in the kitchen.

I. Complimentary Passes

Complimentary passes for all local school events will be issued to each member of the bargaining unit. These passes, for General Admission events only, will cover the admittance of the bargaining unit member and a guest.

J. PEOPLE Deductions

The Board agrees to deduct PEOPLE deductions from the paychecks of those OAPSE employees who request such deductions with a written authorization provided to the Treasurer in September of any year. As with all other deductions, at least five (5) employees must sign up for the deduction. Deductions shall be made in twenty-four (24) pays.

K. The Board will pay the costs of professional development activities that it sends employees to, and will consider payment for training that is requested by the employee.

L. In the event of a Hancock County-declared Level 3 emergency (where the emergency condition affects the District, as opposed to only some other part of the County), the Board will pay the premium rate of time and one-half to an employee deemed essential and required to report for work. This guaranteed premium rate will remain in effect for hours worked by the employee during the Level 3 emergency.

ARTICLE 22 - SCOPE AND SEVERABILITY

A. This Agreement supersedes all previous oral and written agreements or practices between the Board and the Union and between the Board and any employee within the bargaining unit. The parties agree that the relations between them shall be governed exclusively by the terms of this Agreement only and no prior agreement or practice, amendments, modifications, alterations, additions, or changes, oral or written, pertaining thereto shall be controlling or in any way affect the relations between the parties or the wages, hours and working conditions of employees.

B. It is also agreed that during the negotiations leading to the execution of this Agreement, the Union has had full opportunity to submit all items appropriate to bargaining and that the Union expressly waives the right to submit any additional item for negotiation during the term of this Agreement, irrespective of whether the item was or was not discussed during the course of negotiations leading to the execution of this Agreement. The specific provisions of this Agreement are the sole source of any rights which the Union or any bargaining unit member may charge the Board or any of its agents with violating in raising a grievance.

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

D. If any provision of this Agreement shall be declared illegal or repealed, only that provision shall be negotiated to comply with the law and the remainder of the Agreement shall remain in full force and effect.

ARTICLE 23 - DURATION OF AGREEMENT

A. The provisions of this Agreement establish certain rights and benefits for the Union and the employees which shall only be coextensive with the terms of this Agreement, and these rights and benefits shall cease and terminate upon the termination date of this Agreement.

B. This Agreement shall become effective on July 1, 2014 and shall remain in full force and effect until June 30, 2017.

C. If either party wishes to modify or negotiate a successor agreement, it must serve written notice of that intention upon the other party in accordance with Article 3 of this Agreement. If no such written notice is given, this Agreement will be renewed automatically for one (1) year.

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES LOCAL #783

Janet S. Altman
President

Date: 9-18-2014

Michelle West
Team Member

Date: 9/18/14

Anna Skutumpah
Team Member

Date: 9/18/14

Benjamin
OAPSE Representative

Date: 10-2-14

VAN BUREN LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

Kevin A. Krebs
Board President

Date: 9/11/14

Cheryl Sworer
Treasurer

Date: 9/11/14

Li Nguyen
Superintendent

Date: 9-2-2014

APPENDIX A Wage Schedules

	HOURLY RATE 2014-2015	HOURLY RATE 2015-2016	HOURLY RATE 2016-2017	OTHER INFORMATION
FOOD SERVICE WORKER				
0	\$11.83	\$12.00	\$12.18	Various Hours x
1	\$12.29	\$12.48	\$12.67	188 days
2	\$12.77	\$12.96	\$13.16	Includes 8 holidays
3	\$13.24	\$13.44	\$13.64	
HEAD COOK \$0.50 PER HOUR MORE THAN COOK WITH SAME BENEFITS				
LIBRARY AIDE				
0	\$11.83	\$12.00	\$12.18	7 hrs./day x 188 days
1	\$12.29	\$12.48	\$12.67	Includes 8 holidays=
2	\$12.77	\$12.96	\$13.16	1316 hours
3	\$13.24	\$13.44	\$13.64	
TEACHERS AIDE				
0	\$11.83	\$12.00	\$12.18	7 hrs./day x 188 days
1	\$12.29	\$12.48	\$12.67	Includes 8 holidays=
2	\$12.77	\$12.96	\$13.16	1316 hours
3	\$13.24	\$13.44	\$13.64	
RECEPTIONIST				
0	\$11.54	\$11.71	\$11.88	8 hrs./day x 208 days
1	\$11.98	\$12.16	\$12.34	Includes 8 holidays=
2	\$12.44	\$12.63	\$12.82	1664 hours
3	\$12.89	\$13.08	\$13.28	Includes 1/2 hr. paid lunch
MONITORS				
0	\$11.26	\$11.42	\$11.60	
1	\$11.68	\$11.86	\$12.03	Various hrs x 188 days
2	\$12.15	\$12.33	\$12.52	Includes 8 holidays
3	\$12.60	\$12.78	\$12.98	

BUILDING SECRETARY

0	\$12.54	\$12.73	\$12.92	8 hrs./day x 208 days
1	\$13.04	\$13.24	\$13.44	Includes 8 holidays=
2	\$13.50	\$13.70	\$13.91	1664 hours
3	\$13.99	\$14.20	\$14.41	Includes 1/2 hr. paid lunch

CUSTODIAN

0	\$14.36	\$14.58	\$14.80	8 hrs./day x 260 days
1	\$14.82	\$15.04	\$15.27	Includes 9 holidays=
2	\$15.33	\$15.56	\$15.79	2080 hours
3	\$15.78	\$16.01	\$16.25	

BUS DRIVER

0	\$17.89	\$18.15	\$18.43	Average-1 hr trip with
1	\$18.36	\$18.64	\$18.92	30 min. prep Average
2	\$18.82	\$19.10	\$19.39	3.0 hrs/days x 188 days
3	\$19.29	\$19.58	\$19.87	Includes 8 holidays= 564 hrs

BUS MECHANIC I

0	\$16.17	\$16.41	\$16.66	8 hrs./day x 260 days
1	\$16.66	\$16.91	\$17.16	Includes 9 holidays=
2	\$17.11	\$17.36	\$17.62	2080 hours
3	\$17.58	\$17.85	\$18.11	

BUS MECHANIC II

0	\$19.50	\$19.79	\$20.09	8 hrs./day x 260 days
1	\$20.02	\$20.32	\$20.63	Includes 9 holidays=
2	\$20.52	\$20.83	\$21.14	2080 hours
3	\$21.03	\$21.34	\$21.66	

**BUS DRIVER
/CUSTODIAN**

0	\$15.94	\$16.17	\$16.42	5 hrs. per day custodial (940 hours)
1	\$16.25	\$16.49	\$16.74	3 hrs. per day bus driver for
2	\$16.57	\$16.82	\$17.08	188 days (564 hours), 8 hrs. per day
3	\$16.91	\$17.16	\$17.42	custodian for 72 days (576 hours) total 2080 hours includes 9 holidays

**BUS DRIVER
EXTRA TRIP
RATE**

	\$13.51	\$13.71	\$13.92	
--	---------	---------	---------	--

No employee will receive vertical or longevity credits for District service during the 2011-12, 2012-13, and 2013-14 school years when step movement was frozen. Vertical and longevity credits will be unfrozen and implemented effective with the 2014-15 school year.

- Parochial Route *
- EMR Route *
- Vocational Route AM *
- Vocational Route PM *
- Noon Run *

Pay will be established as per hourly rate on pay schedule after bus routes and times are established for the school year. All scheduled hours of work regardless of the number of positions and/or routes will be included in the calculation of an employee's annual salary for SERS reporting purposes. All employees shall receive their annual salary, minus mid-day runs paid by timesheet and field/extracurricular trips, over twenty-six (26) pay periods unless it is a year in which twenty-seven (27) pays occur.

LONGEVITY PAY: (All employees)

- After 5 Years- Additional \$.05 per hour
- After 10 Years- Additional \$.15 per hour
- After 15 Years- Additional \$.20 per hour
- After 20 Years- Additional \$.25 per hour
- After 25 Years- Additional \$.30 per hour

APPENDIX BInsurance

The Board will contribute a monthly amount equal to eighty-five percent (85%) of the monthly cost of Medical coverage (Plan B) for each full-time employee toward the purchase of family insurance coverage.

For single coverage, the employee will contribute toward the monthly insurance cost as follows:

Plan B Participant: 15% of medical premium per month

Dental Insurance:

- * Dental Plan paid at 100% by the Board for 12 month employees only.

Vision Insurance:

- * Family or Single Plan paid at 100% by the Board for all employees.
No deductible on exam or materials
Lenses and exams every 12 months
Frames every 24 months

Employees must notify the Treasurer of their choices of coverage during the month of September, with changes in coverage beginning October 1.

The Board will contribute a prorated amount toward the purchase of insurance coverage for those part-time employees who are scheduled to work between three (3) and seven (7) hours per day according to the following schedules. For insurance purposes only, bus routes that are driven four (4) days per week will be considered to be driven five (5) days per week in order to determine driver eligibility for insurance benefits:

Family Plan

3.00-3.50 hours	45% of the full-time Board-paid allocation (85% of Medical Plan B Family)
3.51-4.00 hours	50% of the full-time Board-paid allocation (85% of Medical Plan B Family)
4.01-4.50 hours	55% of the full-time Board-paid allocation (85% of Medical Plan B Family)
4.51-5.00 hours	60% of the full-time Board-paid allocation (85% of Medical Plan B Family)
5.01-5.50 hours	65% of the full-time Board-paid allocation (85% of Medical Plan B Family)
5.51-6.00 hours	75% of the full-time Board-paid allocation (85% of Medical Plan B Family)
6.01-6.50 hours	90% of the full-time Board-paid allocation (85% of Medical Plan B Family)
6.51-6.99 hours	95% of the full-time Board-paid allocation (85% of Medical Plan B Family)
7.00 + hours	100% of the full-time Board-paid allocation (85% of Medical Plan B Family)

Single Plan:

3.00-3.50 hours	45% of the full-time Board-paid allocation (85% of Medical Plan B Family)
3.51-4.00 hours	50% of the full-time Board-paid allocation (85% of Medical Plan B Family)
4.01-4.50 hours	55% of the full-time Board-paid allocation (85% of Medical Plan B Family)
4.51-5.00 hours	60% of the full-time Board-paid allocation (85% of Medical Plan B Family)
5.01-5.50 hours	65% of the full-time Board-paid allocation (85% of Medical Plan B Family)
5.51-6.00 hours	75% of the full-time Board-paid allocation (85% of Medical Plan B Family)
6.01-6.50 hours	90% of the full-time Board-paid allocation (85% of Medical Plan B Family)
6.51-6.99 hours	95% of the full-time Board-paid allocation (85% of Medical Plan B Family)
7.00 + hours	100% of the full-time Board-paid allocation (85% of Medical Plan B Family)

Employees who are scheduled to work less than three (3) hours per day will not be eligible for any health insurance benefits.

Life Insurance - All employees will be provided with term insurance in the amount of \$35,000.

APPENDIX C

Waiver of Insurance

1. Any employee who is eligible to participate in the health insurance program may elect to withdraw from the program. The waiver program will operate on a school year (September through August) calendar.
2. If a full-time employee (seven (7) or more hours per day) elects to withdraw from the insurance program, the employee shall receive a stipend of \$1,000 (family), or \$500 (single) for each school year in which he/she does not participate in the insurance program.
3. If a part-time employee (between three (3) and seven (7) hours per day) elects to withdraw from the insurance program, he/she shall receive a percentage of \$500 (single) for each school year of nonparticipation. Said percentage shall be equivalent to the percentage of time the employee works in comparison to a full-time employee.
4. In the event of a change in marital status through death, divorce, or marriage, or if a spouse loses his/her present insurance coverage, the employee may re-enroll in the program. However, if none of the above are applicable, the employee may not re-enroll until the next open enrollment period.
5. It shall be the responsibility of the employee to notify the Treasurer's Office in writing during the month of June if he/she desires to withdraw from the insurance program for the next school year.
6. Payment of the stipend shall be made to the employee in two equal installments during the months of July and January of the school year of nonparticipation however, if employment is severed prior to the following June, or if re-enrollment occurs under Section (4) above, the employee will refund a prorated amount.

APPENDIX D
Grievance Form

Work Location (Please Print)

Grievant's Name (Please Print)

STEP 1: INFORMAL CONFERENCE

This issue was informally discussed with the grievant's immediate supervisor on _____
(date)

at _____
(location)

Grievant's Signature

Date

Supervisor Signature

Date

STATEMENT OF GRIEVANT (See Article 5, Section B, Step 2 for specific requirements):

Section(s) of Agreement violated: _____

Date, Time, and Location of Occurrence: _____

Relief Requested: _____

STEP 2: IMMEDIATE SUPERVISOR

Received by Supervisor: _____
Date

Supervisor/Designee Signature

Disposition: _____

Response Date: _____

Supervisor Signature

I hereby request my grievance be forwarded to Step 3. _____

Grievant's Signature

Date

STEP 3: SUPERINTENDENT

Received by Superintendent/Designee: _____
Superintendent/Designee Signature Date

Disposition: _____

Response Date: _____
Superintendent/Designee Signature

STEP 4: MEDIATION

The Union hereby requests that this grievance be forwarded to Mediation as provided in Step 4 of the grievance procedure:

By: _____
Union Signature Date

Received by Superintendent/Designee: _____
Date Superintendent/Designee Signature

STEP 5: ARBITRATION

The Union hereby requests that this grievance be forwarded to Arbitration as provided in Step 5 of the grievance procedure:

By: _____
Union Signature Date

Received by Superintendent/Designee: _____
Date Superintendent/Designee Signature

APPENDIX E

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between the Van Burn Local School District Board of Education and OAPSE Local #783 to confirm the parties' oral agreement with reference to application of one (1) provision of their 2014-17 collective bargaining agreement. Specifically, the parties agree that Marcia Harshman and Terri Sattler will be exempted from the operation of Article 13, Section G, Paragraph 5 of the 2014-17 Agreement.

FOR THE BOARD

FOR OAPSE #783

[Signature] 9-2-14
Name Date

[Signature] 9-18-2014
Name Date

Superintendent
Title

President Union
Title

VAN BUREN SCHOOLS



HOME OF THE BLACK KNIGHTS

412 CERTIFICATE (O.R.C. 5705.412)

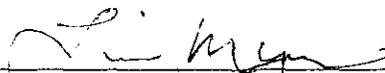
Re: OAPSE Agreement 2014-2017

IT IS HEREBY CERTIFIED that the VAN BUREN LOCAL SCHOOL DISTRICT (the "District") has sufficient funds to meet the contract, obligation, payment, or expenditure for the above (a copy of the contract, document or resolution is attached) and has in effect for the remainder of the fiscal year and the succeeding fiscal year the authorizations to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District as of the date hereof, are sufficient to provide operating revenues necessary to enable the District to maintain all personnel, programs and services essential to the provision of an adequate educational program on all the days set forth in its adopted school calendar for the current fiscal year and for a number of days in the succeeding fiscal year equal to the number of days instruction was held or is scheduled for the current fiscal year, except that if the above expenditure is for:

1. an appropriation measure, this certification shall cover only the fiscal year in which the appropriation measure is effective, and shall not consider the renewal or replacement of an existing levy as the authority to levy taxes that are subject to appropriation in the current fiscal year unless the renewal or replacement levy has been approved by the electors and is subject to appropriation in the current fiscal year; or,
2. a contract, this certification shall cover the term of the contract or the current fiscal year plus the two immediately succeeding fiscal years, whichever period of years is greater.

Dated: 07/01/2014


Cheryl Swisher, Treasurer


Tim Myers, Superintendent



VAN BUREN LOCAL SCHOOL

217 SOUTH MAIN STREET

VAN BUREN, OHIO 45889

(419) 299-3578

FAX: (419) 299-3668

FAX NUMBER: 1-614-728-8018 DATE: 10-13-14

ATTENTION: _____

COMPANY: _____

FROM: Cheryl Swisher # PAGES: 41
(Including Cover)

MESSAGE: _____

