



## PREAMBLE

This Agreement is entered into by and between the Arlington Teachers Association (hereafter "ATA") and the Arlington Local School District Board of Education (hereafter "Board".)

### ARTICLE I RECOGNITION/BARGAINING PROCEDURE

13-CON-01-1013  
1013-01  
K30034  
10/21/2013

#### A. Recognition

1. The Board recognizes the ATA as the exclusive representative of all full-time and part-time personnel employed by the Board under a regular teaching contract, excluding the Superintendent and principals, for purposes of collective bargaining as defined in ORC Chapter 4117.

#### B. Bargaining

1. The ATA team and the Board team shall not exceed five (5) members. If a vacancy should occur because of any unavoidable reason, the vacancy may be filled by the selection of another person.
2. a. Both teams have the authority to bargain, have the right to caucus, and have the option of consultant services.  
b. Requests from either party for meetings of the teams shall be made in writing directly to the other party at any time. Requests to bargain a successor contract shall be made during the month of March in the year in which this Agreement is scheduled to expire.
3. Bargaining shall begin within fifteen (15) days of the request and shall be completed within forty-five (45) days of the request, unless the period is extended by mutual agreement. Negotiation meetings shall be closed sessions.
4. The Board agrees to furnish the ATA with such information and documents that are regularly and routinely prepared by the Treasurer and Superintendent in the performance of their duties.
5. When agreement is reached, the teams will submit the agreement for ratification and each, in writing, will advise acceptance or rejection of the agreement within ten (10) days of the conclusion of bargaining. When approved by both parties, the new agreement shall be signed by the ATA President and the Board President.

The Board agrees to compile and edit the successor agreement and to furnish the ATA President an electronic version of the new contract. Copies of this Agreement shall be distributed to all individuals represented by the ATA within thirty (30) days after ratification or on the first day of school, whichever is later. The copies shall be prepared by the ATA.

6. Either party may call for mediation when it feels bargaining has reached an impasse. The parties will jointly request a mediator from the Federal Mediation and Conciliation Service. Any costs shall be shared equally by the ATA and the Board.

7. There will be no recriminations by either party as a result of bargaining. Illegal conduct shall be considered exempt from this provision.
8. Both teams shall have authority to make proposals, consider proposals, and reach tentative agreements in the course of bargaining.
9. If mediation fails to achieve an agreement, and the parties mutually agree, the fact-finding process as provided by ORC 4117 and S.E.R.B. will be implemented. This mutual agreement must be reached prior to the time mediation starts. In the absence of such agreement, the mediation period shall end upon the expiration of this Agreement unless extended to some subsequent date certain by the parties. Upon expiration of the mediation period, the ATA may exercise its rights under ORC Section 4117 and S.E.R.B.

## **ARTICLE II**

### **GRIEVANCE PROCEDURE**

#### **A. DEFINITIONS**

1. A grievance is a claim by an employee or by the ATA that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement.
2. A "day" is a day that school is in session or, with respect to the summer recess a day during which the Central Office is open for business.

#### **B. PROCEDURE**

If informal communications between the employee and supervisor fails to resolve the problem, then either may introduce a third party as his/her agent to take part in the communication. The teacher's agent shall be an officer of the ATA. However, should such informal procedures fail to satisfy either party, then a grievance shall be processed as follows:

##### Step One:

Within fifteen (15) days of the date of occurrence, the grievant shall present the grievance on the Grievance Form to his/her supervisor, who will arrange for a meeting to occur within three (3) days after receipt. The grievant may request an officer of the ATA to be present. The supervisor must provide the grievant and the officer of the ATA a written disposition within three (3) days after the meeting.

##### Step Two:

If action in Step One does not resolve the grievance or the time limits expire in Step One, the case shall be reviewed by the officers of the ATA within three (3) days of the supervisor's written disposition, or the end of the time during which such written disposition should have been made, whichever is applicable. It shall be the responsibility of the officers of the ATA to determine the validity of the grievance independently of the opinion of the grievant. If no further action is taken within five (5) days, the case is closed in accordance with the written disposition of the supervisor.

Step Three:

If need for further action is determined by the officers of the ATA, then the ATA shall, within five (5) days, initiate action as in Step One, except the action is now expanded to include the Superintendent. The Superintendent shall process such grievance within five (5) days, except no days will be counted when other commitments take the Superintendent away from school. The Superintendent and the ATA shall have the right to have others present at this meeting, beyond those outlined in Step One.

Step Four:

If the officers of the ATA are not satisfied with the written disposition of the Superintendent at Step Three, or the time limits expire in Step Three, the ATA and the Board agree to submit the grievance to the American Arbitration Association within ten (10) days. The American Arbitration Association's Voluntary Labor Arbitration Rules shall govern the proceedings. The arbitrator shall have all power and remedies within lawful statutes to render an award which shall be final and binding to all parties. The cost for the services of the arbitrator will be borne totally by the loser. The arbitrator shall designate in his/her award the prevailing party, or the predominately prevailing party, and submit all charges to the other party for payment.

C. CONDITIONAL AGREEMENT

These steps can be amended at any time by mutual agreement.

**ARTICLE III**  
**LEAVES OF ABSENCE**

A. MEDICAL EXAMINATIONS

The Board reserves the right to require a physical examination at its discretion and expense.

B. SERIOUS ILLNESS/CONTAGIOUS DISEASE

1. An employee who has been absent due to serious illness must present a satisfactory report from a licensed physician attesting to mental competence to resume assigned duties.
2. The Board reserves the right to require a physical/mental examination at its discretion and expense.
3. In the case of exposure to a contagious disease which could be communicated to another person, the approval of a physician must be presented for the entire period of absence.
4. If the exposure involved a quarantine resulting from the illness of another person, the certificate of the attending physician or public health official shall be presented for the entire period.

### C. FUNERAL LEAVE

1. Up to three (3) days of leave may be used for funerals of immediate family. Immediate family is interpreted to include parents, children, spouse, brother, sister, grandparents, grandchildren, and immediate relatives by marriage. Funeral leave will not be deducted from Sick Leave. If these days have been used, Personal Leave must be used. If no leave is available, a reasonable amount of sick leave may be arranged at the mutual discretion and prior arrangement of the Administration and parties involved.
2. Personal leave must be used for other relatives, friends, neighbors, etc. If all personal leave has been used, a reasonable amount of sick leave may be arranged at the mutual discretion and prior arrangement of the Administration and parties involved.

### D. JURY DUTY

1. In case of absence from work for jury duty, pay allowed is the regular amount less compensation received for the duty.
2. If absence results from being subpoenaed as a witness, pay allowed is the regular amount less compensation received for the duty.
3. Personal leave days must be used if the employee is a party in court proceedings or hearings.

### E. ABSENCE DUE TO TRAVEL DIFFICULTIES

The Superintendent may waive salary deduction for absence due to travel difficulties between an employee's residence and place of employment if the difficulties arise from storms, floods, and such conditions beyond control of the employee.

### F. DEDUCTIONS FOR ABSENCE

For each day of absence without pay within the normal 183-day school year established by Article V, Section G, Paragraph 1 of this Agreement, 1/183<sup>rd</sup> of the employee's annual salary (exclusive of an supplemental contract salary) will be deducted.

### G. LEAVING THE BUILDING

Teachers may leave the building during lunch and conference periods by signing in and out of the main office.

### H. LEAVES OF ABSENCE/PARENTING LEAVE

1. Leave without pay may be granted by the Board upon the recommendation of the Superintendent. Any parenting leave will be for up to one (1) year with the further understanding that the teacher's return to service will coincide with the beginning of a school year unless otherwise mutually agreed.

2. Teachers shall receive the benefits provided by, and the parties shall abide by the requirements of, the Family and Medical Leave Act of 1993. For this purpose, the twelve (12) month period during which up to twelve (12) weeks of FMLA leave may occur shall be the twelve (12) month period requirements of, the Family and Medical Leave Act of 1993. For this purpose, the twelve (12) month period during which up to twelve (12) weeks of FMLA leave may occur shall be the twelve (12) month period measured forward from when the employee's first FMLA leave begins.

#### I. SICK LEAVE

1. Sick leave is accrued on the basis of one and one-fourth (1-1/4) days leave per month of employment to a maximum of two hundred five (205 days). Sick leave may be used in accordance with ORC Section 3319.141. For this purpose, immediate family is defined as the employee's spouse, children, parents, or the spouse's parents.
2. Five (5) days sick leave accrues within the first four (4) months of employment regardless of the time of utilization of such sick leave.
3. Sick leave accrues during the off-duty time of personal sick leave.
4. Sick leave shall include pregnancy-related disabilities.
5. Notwithstanding ORC Section 3319.141 with respect to the accrual of sick leave for part-time employees, a part-time teacher will continue to earn and accrue sick leave in accordance with the parties' past practice.

#### J. LEAVE OF ABSENCE

The Board shall grant leave to an employee where illness or other disability is the reason for the request in accordance with ORC Section 3319.13.

#### K. PERSONAL BUSINESS LEAVE

The Board shall grant three (3) unrestricted personal leave days per year, except that personal leave may not be used during any parent-teacher conference day. Personal leave will be prorated for an employee hired after the start of the school year.

#### L. PROFESSIONAL LEAVE

All employees shall be entitled to at least one (1) day of professional leave each school year. These days may be used to attend professional meetings, workshops, clinics, or visits to other schools which are related to the employee's current assignment. The Board may by resolution, suspend this provision during a time of financial difficulty, but will not do so arbitrarily or capriciously. Additional professional leave may be approved by the Superintendent.

Professional leave shall be applied for in writing at least one (1) week in advance of the date of the requested leave. The application shall indicate the date(s) on which leave is to be taken, the professional nature of the activity to be attended, and an estimate of expenses. If the application involves travel outside Ohio, advance approval by the Board is required.

The Board shall budget Three Thousand dollars (\$3,000) each fiscal year for paying professional leave expenses such as:

1. the cost of a substitute teacher;
2. registration fees;
3. the cost of lodging, parking, and meals (such cost is to be reasonable under the particular circumstances and the Board or Superintendent may insist on cheaper lodging where more economical and acceptable lodging is available);
4. mileage at the Board approved rate.

Upon return from leave, the employee must submit a statement of all actual expenses which shall be accompanied by receipts (food tax, tip and alcoholic beverages are not reimbursable).

When an employee has been directed to attend a professional meeting by the Superintendent or building principal, or when an employee must utilize leave in relationship to a Hancock County curriculum/textbook committee, or when leave is taken because of an extra-curricular responsibility, the day(s) in question shall be in addition to the day referred to in the first paragraph above.

#### M. ASSOCIATION LEAVE

The Superintendent will authorize up to a combined total of four (4) days per school year to employees chosen to represent the ATA at ATA professional meetings or conferences. The only cost to the Board for these four (4) days will be the cost of the substitute's pay.

In addition, the ATA will be granted two (2) more days for ATA activities for which the ATA will reimburse the Board for the cost of substitutes.

#### N. MILITARY LEAVE

An employee will receive military leave in accordance with the applicable provisions of federal and Ohio Law.

#### O. ASSAULT LEAVE

An employee who is absent due to physical disability resulting from an assault occurring in the course of the employee's Board employment is eligible for paid assault leave in accordance with ORC Section 3319.143 under the following terms:

1. The employee must furnish a signed statement on the Board-prescribed form justifying such leave and, if medical attention is required, a licensed physician's certificate stating the nature and duration of the disability. The employee must also agree to cooperate fully with law enforcement officials in investigating the assault and bringing the perpetrator(s) to justice.
2. Assault leave is limited to a maximum of ten (10) work days in any particular school year and will not be charged against sick leave or any other form of leave covered in this handbook. Assault leave is not accumulative from year to year.

3. If assault leave is exhausted and the teacher is still physically disabled, the teacher may apply for sick leave, if available, or an unpaid leave.

**ARTICLE IV**  
**SALARIES AND FRINGE BENEFITS**

**A. ADDITIONAL TRAINING ALLOWANCE**

The Board shall pay additional compensation for semester/quarter hours of graduate or undergraduate credit to teachers already possessing a degree, subject to the following conditions or limitations:

1. The maximum allowance shall be Two Hundred Fifty dollars (\$250.00) per semester hour and Two Hundred dollars (\$200.00) per quarter hour.
2. Reimbursement shall be made on submission of an official transcript or grade card of credit hours earned or the actual grade report from the educational institution. This report or transcript shall be presented to the Superintendent for approval of payment.
3. Only grades of A, B, or S will be reimbursed.
4. This provision shall not apply if compensation is received from some other source such as federal or state grants, scholarships or other types of compensation not specifically listed.
5. The amount reimbursed will not exceed the amount that was paid to the educational institution for tuition. Documentation of payment must be submitted to the Treasurer.
6. All course work must be approved in advance of registration for the appropriate quarter or semester of study. Failure to receive advanced approval will result in the forfeiture of eligibility for reimbursement for the unapproved courses. The sole purpose of advance approval shall be to determine that the course(s) falls into the categories outlined in paragraph 7 and to maintain budgetary controls as outlined in paragraph 8.
7. Only courses that pertain to the person's teaching field or related teaching field, including courses offered and taken online if accredited, will be subject to reimbursement.
8. Sums of Ten Thousand dollars (\$10,000); Two Thousand Five Hundred dollars (\$2,500.00); and Two Thousand Five Hundred dollars (\$2,500.00) will be budgeted respectively for each of three (3) periods of time: (1) July 1 to October 31; (2) November 1 to March 1; (3) March 2 to June 30. If the number of applications in any period of time

exceeds the amount available, the amount will be divided equally among the applicants on a per hour basis. If a period ends with not all of the money used, the remainder will be added to the money scheduled for the next period with the further understanding that in no event will any remainder be carried over into the Board's next fiscal year. If a period ends with not all of the money used and a previous period had to be split because of too many applicants, the remainder will be used to reimburse them to no greater than the maximum amount.

## B. SEVERANCE PAY

Severance pay will be granted to employees who service retire under ORC Chapter 3307. The amount shall be calculated on the basis of twenty-seven percent (27%) of accumulated sick leave, up to a maximum payment of fifty-five (55) days.

Payment under this Section will be made on a regularly scheduled payday occurring within seventy-five (75) days after the effective date of the employee's service retirement. Proof of such retirement must be submitted to the Treasurer prior to payment. The employee, in lieu of a direct payment, may within ten (10) days of the effective date of retirement request in writing that the Treasurer contribute all or part of the employee's severance pay to a Section 403 (b) annuity established by the employee prior to the date of the request; it is understood that all applicable tax or other legal requirements must be observed and that, in the absence of a timely request, the Treasurer will pay severance pay directly to the employee.

Should an employee with at least ten (10) years of teaching service in the District die prior to service retirement, the Board will make a lump-sum payment of five-thousand (\$5,000) dollars to the employee's estate or to the surviving spouse or other family member in accordance with ORC Section 2113.04.

## C. DEDUCTION FOR PROFESSIONAL DUES

Salary deductions for professional organization dues will be made if the teacher so requests. This request must be made in writing to the Treasurer before October 1<sup>st</sup> each year. Dues deductions will be continuous from year to year unless a teacher revokes the authorization during the month of September.

## D. EXPERIENCE CREDIT

In giving a candidate with prior teaching and/or military experience credit for salary purposes, the candidate will receive credit for the number of years mutually agreed to by the candidate and the Superintendent, except that no candidate will be credited with more years of experience than the person actually has.

## E. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

Teachers who serve on the Hancock County Local Professional Development Committee's Executive Board or any ad hoc/standing committees of the Executive Board will be paid Twenty-Five dollars (\$25.00) per hour, up to a cap of Three Hundred dollars (\$300.00), for any HCLPDC work performed beyond the teacher's contractual workday as approved by the Executive Board's chairperson.

## F. PAY PERIODS

1. Employees will be paid on the 10<sup>th</sup> and 25<sup>th</sup> of each month, or the day closest thereto. (Example...10<sup>th</sup> comes on Saturday, payday Friday...10<sup>th</sup> comes on Sunday, payday Monday.)
2. The last payroll in December will be paid on the last working day before Christmas.



3. Employees will be paid by means of direct electronic deposit.

#### G. LIFE INSURANCE

The Board will pay the full cost of Forty Thousand dollars (\$40,000) of term life insurance on each employee. This insurance provides double indemnity for accidental death. Other benefits are provided for accidental death and dismemberment. An employee leaving the District will be covered for thirty (30) days during which time he/she may convert his/her policy to another plan.

#### H. TAX SHELTERED ANNUITIES

An insurance company writing tax sheltered annuities may be granted payroll deduction if employees request deduction for the company from August 15<sup>th</sup> through September 15<sup>th</sup>, the month of January, or thirty (30) days after initial employment, provided it does not exceed the capacity of the computer system. As a condition of participation the company must sign a hold-harmless agreement satisfactory to the Board. Payroll deduction will not be authorized with respect to any new company unless at least five (5) employees have enrolled for annuities marketed by the company.

#### I. PAYROLL SAVINGS PLAN

The Treasurer shall provide the opportunity to enroll in a payroll savings plan if five (5) or more teachers indicate a desire to participate.

#### J. CONTRACT POLICY

1. The limited contract sequence for all employees will be 1, 1, 1, 1 and 3 years. With reasonable cause, an employee with a 3-year contract may be renewed under a 1-year contract. After this 1-year contract, the employee's return to his/her proper place in the sequence will be guaranteed only after satisfactory evaluations, and provided he/she has met all other conditions that apply to contract renewal.
2. If, during any year covered by a limited contract issued under Paragraph 1 above, the employee does not actually work for at least one hundred twenty (120) days, the Board may deviate from the normal contract sequence by repeating a 1 year contract.
3. If the signed contract has not been received by the Treasurer within ten (10) working days of receipt by the teacher, that contract shall become null and void. A reminder memo will be sent out by the Treasurer no later than seven (7) working days following the contract distribution.
4. Continuing contracts will be issued to eligible employees who meet both the service and credential/education requirements specified in the ORC Sections 3319.08 and 3319.11, which are summarized in Appendix C of this Agreement (it being further understood that any amendments to Ohio law as such requirements will automatically also be incorporated within Appendix C).

It is each employee's responsibility to apply and qualify for the renewal of any certificate/license and to file a copy of such certificate/license with the Treasurer. Employees shall notify the Treasurer as soon as any such certificate/license is received.

If an employee attained a continuing contract in another Ohio public school district prior to employment by the Board, it is the employee's responsibility to provide confirming documentation (such as a copy of the prior continuing contract or a copy of the prior employing board of education's minutes confirming the issuance of a continuing contract) to the Treasurer by not later than October 1 of the first year of the employee's employment by the Board.

A limited contract employee who believes he/she will be eligible for a continuing contract if renewed in employment for the following school year is responsible for notifying the Treasurer, in writing, of that fact by not later than October 1 of the last year of the limited contract and must fully satisfy the credential/education requirements for a continuing contract by not later than April 1 of the last year of the limited contract.

#### K. MEDICAL, DENTAL, AND VISION INSURANCE

1. An employee may select single or family coverage in medical, dental and vision group insurance fringe benefit programs (subject to the terms of the particular program as to when a change in coverage status may be made).

An employee who opts for family coverage in one (1) or more of the group insurance programs is not precluded from opting for single coverage in the remaining program(s) or vice versa.

Medical Coverage – Either Plan B or Plan D.

With respect to Plan D: For those employees who choose to move to Plan D in the 2013-14 school year, the Board will put Three Thousand Five Hundred Dollars (\$3,500.00) for a family plan or Two Thousand Five Hundred Dollars (\$2,500.00) for a single plan into the employee's HSA account in the 2013-14 school year and again in the 2014-2015 school year. The Board will put no additional money into an employee's HSA account after the 2014-2015 school year.

For those employees who are hired after July 1, 2013, the Board will put Three Thousand Five Hundred Dollars (\$3,500.00) for a family plan or Two Thousand Five Hundred Dollars (\$2,500.00) for a single plan into the employee's HSA account in the employee's first year of employment. The Board will put no additional money into an employee's HSA account after the employee's first year of employment.

With respect to all group insurance programs (Plan B or Plan D Medical, Dental or Vision), irrespective of whether family or single coverage is selected, the Board will pay eighty-three percent (83%) of the monthly premium and the employee will pay the remaining seventeen percent (17%) of the premium, except that, for any employee hired after July 1, 2013 who chooses Plan B, the Board will pay seventy-five percent (75%) of the monthly premium and the employee will pay the remaining twenty-five percent (25%) of the premium.

Employees are entitled to full benefit levels provided they are regularly scheduled to work an average of not less than 30 hours per week. Employees who are regularly scheduled to work less than an average of 30 hours per week shall not be entitled to benefits under this Section, except that a part-time employee actively employed on July 1, 2013 who participated in benefits prior to July 1, 2013 is entitled to continue to participate.

2.
  - a. Any married employee may choose not to take medical insurance, and upon signed verification of family medical insurance by a spouse, will receive Two Hundred Twenty dollars (\$220.00) per month.
  - b. The Board will provide an Internal Revenue Code Section 125 plan for sheltering employee-paid premium amounts only.
  - c. It is understood that the employee co-pay amounts under the Board-provided prescription drug card coverage is established by the Hancock County Schools Insurance Consortium and that, if such co-pay amounts are adjusted by the Consortium, the adjusted amounts will automatically apply to affected employees.

L. INTERVENTION ASSISTANCE TEAM

Teachers will be paid Twenty-Five-dollars (\$25.00) per hour, rounded to the nearest fifteen (15) minute increment, up to a cap of Three Hundred dollars (\$300.00), for all Intervention Assistance Team (IAT) work performed beyond the teacher's contractual work day as approved by the building principal.

M. EXTRA-CURRICULAR SALARY SCHEDULE

Individuals who serve in extra-curricular positions shall be compensated in accordance with the Extra-Curricular Salary Schedule attached as Appendix A. To determine the salary for each position, the percentage figure indicated shall be multiplied by the base salary (BA-0) in effect during the current contract year.

N. SALARY

The BA-0 salary shall be \$31,247 for the 2013-14 school year and \$32,185 for the 2014-15 school year.

O. ATTENDANCE INCENTIVE PREMIUM

For purposes of this Section, it is understood that a teacher who actively works an entire school year accrues a total of eighteen (18) days of sick leave and personal leave--i.e., fifteen (15) days of sick leave and three (3) days of personal leave--during that school year. If a teacher actively

works part but not all of the school year, this accrual will be prorated and rounded under this Section to the nearest half day.

The Board agrees to make a lump sum payment (with applicable payroll withholdings) not later than the last regularly scheduled pay in June to a teacher who, during that school year, did not use all of his/her sick leave and personal leave as follows:

\$80.00 paid per day not used for a total possible annual benefit of \$1,440.00. (If the Board increases the substitute teacher pay rate, this per diem will increase by the same amount as such substitute increase and the possible annual benefit will also increase accordingly.)

The amount paid under this provision will be prorated in the case of a part-time employee.

P. NON-SCHEDULE LONGEVITY INCREMENT

Any teacher with twenty (20) years of service in the District will, in addition to any severance pay due under Section B of this Article, receive a longevity payment of Three Thousand Five Hundred Dollars (\$3,500) if the teacher informs the Board's Treasurer by January 15, in writing, that he/she intends to service retire under STRS at the end of that school year and the employee does in fact retire at the end of that school year. This payment will be prorated in the case of a teacher employed less than full-time and will be made at the same time as the employee's severance pay.

Q. EDUCATION ATTAINMENT

When a teacher has completed additional academic work that qualifies him/her for education attainment, an official transcript or other acceptable official documentation of such work must be submitted to the Hancock County Educational Service Center Superintendent, with copies to the Local Superintendent and Treasurer.

If the transcript or documentation is filed on or before September 1<sup>st</sup>, the teacher will receive the appropriate percentage increase (listed below) added to their annual salary (exclusive of any supplemental contract compensation) effective with the beginning of the school year. If the transcript or documentation is filed after September 1<sup>st</sup>, but not later than January 15<sup>th</sup>, the teacher will receive the appropriate percentage increase (listed below) added to their annual salary effective with the start of the second semester.

The appropriate Education Attainment percentage will be added to the employee's current salary after the employee meets one of the requirements listed above:

- BA + 150 = one-half percent (0.5%);
- Masters' Degree = one percent (1.0%);
- Masters' Degree + 15 = one and one-half percent (1.5%).

R. WAIVER OF TUITION FOR CHILDREN OF FULL-TIME NON-RESIDENT TEACHERS

Full-time teachers who are non-residents of the Arlington Local School District who wish to send their children to a District school may do so with no charge of tuition.

S. BACKGROUND CHECKS

The Board agrees to reimburse a teacher not more than once every five (5) years for the actual cost of a legally mandated criminal background check. The maximum reimbursement per check under this provision is \$60.00. To qualify for reimbursement, the employee must submit appropriate documentation to the Board's Treasurer within thirty (30) calendar days after the employee's cost is incurred. Reimbursement will be made within fourteen (14) calendar days of the Treasurer's receipt of the documentation.

**ARTICLE V**  
**EMPLOYMENT PRACTICES & WORKING CONDITIONS**

**A. ASSIGNMENTS/VACANCIES/TRANSFERS**

1. Vacancy shall be defined as a new bargaining unit position that the Board has decided to fill or one that will be open for one (1) year or longer as a result of a promotion, leave of absence without pay, termination, retirement, resignation, transfer, or non-renewal that the Board has decided to fill. Vacancies shall first be offered to all properly certificated/licensed individuals on the recall list as provided for in Section E of this Article.
2. All vacancies shall be posted on the office bulletin board, and in the teachers' lounge, plus a copy of such posting will be provided to the ATA President. Positions shall be posted for at least ten (10) working days. Teachers applying for such positions shall submit a letter of application to the Superintendent's office. Such vacancies shall be filled on the basis of certification/licensure and experience in the given teaching area as deemed appropriate by the Superintendent.
3. No position shall be filled from outside the District if there is a properly certificated/licensed volunteer available that is deemed appropriate by the Superintendent.
4. No employee will be transferred from one position to another without first having an opportunity for a conference with the Superintendent.
5. When school is not in session, written notice of vacancies shall be provided to all employees with their paychecks or in a special mailing. Vacancies shall remain posted at least ten (10) calendar days prior to being filled, except in emergency situations.
6. Vacancies for supplemental positions will be posted for teachers already on staff before being posted for teachers new to the District. The positions will be filled with the most qualified person available as deemed appropriate by the Superintendent.

**B. RESIDENCE**

A candidate who is employed shall not be required to live in the community, but shall be encouraged to participate in community activities. Teachers living elsewhere shall be expected to carry their fair share of school responsibility.

**C. EXTRA-CURRICULAR ACTIVITIES**

1. Definition: Extra-curricular activities are those activities that are not ordinarily associated with the primary function of a teacher's assignment.
2. Paid Activities: All teachers shall be eligible to make application to participate each year. The Superintendent will be responsible for listing these extra-curricular activities for the next school year, subject to Board approval. The assignment of these duties shall be made by the Board upon the recommendation of the Superintendent.

Lump-sum payments in a separate check will be made for each extra-curricular activity after the immediate supervisor has certified to the Treasurer that all obligations for that activity have been met. Any teacher supervising a school year single activity shall have the choice of being paid once at the end of the school year, or twice as indicated on the Extra-Curricular Payment Schedule, Appendix B. If no choice is made by the teacher, they will be paid once at the end of the school year.

All extra-curricular contracts automatically expire at the end of the activity season and do not require a notice of non-renewal from the Board. If a currently employed person is deemed inappropriate to receive a new one (1) year contract for the activity, he/she shall be given written notice. The employee shall have the right to discuss his/her contract status with the Superintendent and the Board. At such meetings, the employee shall be entitled to representation of his/her choice.

3. Duties of Advisor: Teachers employed to advise clubs and/or school activities are responsible for directing the activity. Purchases and expenditures of the activity must be supervised by the teacher according to procedure established with the Treasurer.

#### D. TEACHER EVALUATION

Teacher Evaluation/Pay for Performance will be looked at and replaced with a more formal performance pay structure at the end of this two-year Agreement.

##### 1. Method:

- a. The formal evaluation of a teacher will be accomplished through personal classroom observation followed by a written evaluation report.
- b. A minimum of thirty (30) consecutive minutes will be allotted for each observation except in those instances where the planned presentation of the teacher is for a period of less than thirty (30) minutes or where by mutual agreement of the teacher and the evaluator, a period of less than thirty (30) minutes is agreed upon.
- c. Teachers upon employment shall be made aware that they will be evaluated according to established procedures.
- d. The evaluator shall meet with the teacher before the first observation for the purpose of mutually determining the nature of, and the criteria for, the evaluation and for providing background on those points to be evaluated.
- e. Evaluations shall be conducted by the teacher's principal, or by a mutually agreed upon qualified individual.

##### 2. Conditions:

Any formal evaluation shall be considered invalid and not placed in the teacher's personnel file, if made in other than normal classroom situations. The day before or after a recess, day after an absence due to illness, on staff development released time days, or the first of last days of a marking period would be considered a less than normal classroom situation.

3. Frequency:

- a. Limited contract teachers will generally be observed two (2) or more times each year. No action leading to non-renewal of contract will be taken against a teacher unless at least two (2) observations are conducted within the current school year. Each observation will be followed by a written evaluation report.
- b. Continuing contract teachers may be observed at least once each school year and/or at the teacher's request. The observation will be followed by a written evaluation report.

4. Report:

- a. Within five (5) school days of the formal observation, the evaluator shall give a copy of the written evaluation report to the teacher. The teacher shall acknowledge receipt of the copy by signing the evaluator's copy and specifying the date of receipt. Signing and acknowledging receipt does not affect the teacher's rights under subparagraph (d) below.
- b. A conference shall be held between the evaluator and the teacher as soon as possible after the teacher has received the evaluation report and no later than ten (10) school days after the formal observation has been made.
- c. All criticisms shall be supported with specific, written comments pertaining to direct observations by the evaluator. Specific suggestions for improvements should be noted.
- d. A teacher by his/her signature acknowledges that he/she has reviewed and discussed the evaluation report with the evaluator, not that he/she necessarily agrees with the report.
- e. A teacher shall have the right and opportunity, within ten (10) calendar days, to submit a written rebuttal for attachment to the written evaluation report placed in his/her personnel file.
- f. Upon furnishing reasonable notice, a teacher shall have the right to examine reports entered prior to adoption of this policy.
- g. Grievances based on the application of these procedures shall not apply to evaluation reports entered prior to adoption of this policy.
- h. The teacher shall have the right to indicate those evaluation reports in the personnel file which he/she believes are obsolete or otherwise inappropriate to retain. After a joint review with the superintendent or his/her designee, materials deemed obsolete by mutual agreement should be destroyed. Materials will stay if mutual agreement is not reached.

5. Casual Observation:

- a. Any casual observation made outside the formal observation procedure shall not be reflected in the written evaluation report following a formal observation, unless the deficiency has not been corrected.
- b. A separate report clearly titled Casual Observations may be made.
  - (1) Such a report must indicate personal observations of the evaluator, who shall be a qualified administrator or supervisor.
  - (2) A copy of the report shall be given to and discussed with the teacher within five (5) school days following the casual observations.
  - (3) All other rights of the teacher in regard to evaluations shall apply to the reports on casual observations.

6. Framework for Improvement:

- a. The evaluator must provide the atmosphere and framework which encourages teachers to seek to improve teaching skills.
- b. The evaluator must provide the resources to enable the teacher to develop and implement any skills noted as needing improvement. The teacher must have adequate access to these resources before any further criticism in this area may be made.

7. Rights and Responsibilities:

- a. The teacher as a recognized professional shall have the right and responsibility to choose the instructional methods he/she deems appropriate and effective with a given group of students.

Choice of methods shall not be the sole factor in refusal to rehire. Standardized test scores, teaching conditions, background and ability of students should also be considered.

- b. No teacher shall be criticized or otherwise threatened in the evaluation procedure on the basis of that teacher's verbal expression of dissent in regard to the evaluator's academic, administrative or professional decisions, provided the teacher's verbal dissent has been expressed in an ethical and professional manner. Likewise, an

evaluator shall have the right to express dissent regarding the teacher's professional and academic decisions provided the dissent is expressed in an ethical and professional manner.

- 8. The provisions of this Section supersede and replace the provisions of ORC Section 3319.111.



9. The parties recognized that the time limits appearing in this Section may need to be reasonably adjusted due to unforeseen circumstances such as illness or the unexpected absence for other reasons of the teacher or evaluator.

E. REDUCTION IN FORCE (RIF)

1. A RIF may be made by suspending contracts in the event a reduction becomes necessary as a result of decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, financial reasons, and by reasons of suspension of schools or territorial changes affecting the District. The Board may implement a reduction in force in accordance with ORC Section 3319.17.
2. Procedures:
  - a. The RIF shall be effective with the beginning of the next contract year. This provision shall not apply if the RIF is due to the return of a regular teacher after a leave of absence.
  - b. The ATA President shall be notified of the Board's intent to reduce staff on or before April 30<sup>th</sup>, preceding the date of implementation, except that, if the RIF is due to the return of regular teacher after a leave of absence such notice need only be given at least fifteen (15) days before implementation. Reasons for the proposed RIF will be stated.
  - c. Within fifteen (15) days after receipt of the Board's intent and prior to Board action, the ATA may present its views at a public Board meeting. The Superintendent will meet with officers of the ATA to review the data prior to this meeting.
  - d. In making such reduction, the Board shall proceed to suspend contracts in accordance with the recommendations of the Superintendent who shall, within each teaching field affected, give preference to teachers on continuing contracts in major areas of certification/licensure. 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 purposes of determining a comparable evaluation, those with a rating of "Proficient" or "Accomplished" shall be considered comparable.
  - e. Teachers whose continuing contracts are suspended, within twenty-four (24) months of the suspension, shall have the right to be restored to continuing service status in the order of seniority of service in their major area of certification/licensure, if and when teaching positions become vacant or are created for which any such teachers are qualified.
  - f. Procedures for Determining Seniority List:
    - (1) A seniority list shall be prepared of all teachers according to continuous service in the District, within all areas of certification. Major areas of certification will be considered first. Those on continuing contract shall be listed first according to continuous service in the District; then those on

limited contracts shall be listed by continuous service in the District. All approved leaves and regular part-time service will be applied toward continuous service for seniority purposes. The list shall include the following information: date of initial employment and areas of certification/licensure. The ATA President shall receive a copy of the seniority list which will be maintained and updated on an annual basis.

(2) If ties occur in seniority, the teacher with the earliest date of Board action to employ will be considered most senior. If ties still remain, the ties will be broken by a flip of a coin.

- g. Any reduction in staff shall be first covered through normal attrition.
- h. A teacher(s) whose contract is suspended as a result of a RIF shall be given written notification, by certified mail, prior to June 1<sup>st</sup> of the year the RIF is to be implemented. Such notification shall state the reason(s) for the RIF. This provision shall not apply if that teacher's suspension is due to the return of a regular teacher after a leave of absence.
- i. Laid-off teachers shall have the right to pay the total premium for group life, hospitalization and other group benefits.

### 3. Recall Rights:

- a. Teacher(s) whose contract is suspended shall be placed on a recall list for a period no less than twenty-four (24) months, stating years of continuous service to the District, subject(s) certified/licensed to teach (majors considered first), and type of contract held prior to suspension.
- b. A teacher on the recall list shall be offered a contract, in reverse order of lay-off, for a position for which he/she is certified/licensed as set forth on the recall list, as positions become available and in keeping with the requirement of ORC Section 3319.17 that seniority shall not be the basis for recalling a teacher, except when making a decision between teachers who have comparable evaluations. For the purposes of determining a comparable evaluation, those with a rating of "Proficient" or "Accomplished" shall be considered comparable. Notification will be made by certified mail. It is the responsibility of the involved teacher(s) to advise the Board of the address where they can be reached.
- c. A teacher who is offered a contract under the provisions of this policy must respond within fourteen (14) days of the receipt of said offer (in writing). If an individual does not accept a contract or fails to respond in time stated, the individual will be dropped from the list.
- d. If a position initially abolished is reinstated, or if a new position is established, this position will be offered first to properly certified/licensed teachers on the recall list.
- e. Upon re-employment, all salary, fringe benefits, and seniority shall be fully restored.

- f. Teachers not employed as a result of a RIF will be given preferential consideration as substitute teachers.

#### F. IN-SERVICE TIME

1. One-half (1/2) of the local in-service time shall come from school time and one-half (1/2) from teachers so that any in-service meeting will conclude no later than 4:00 PM.
2. No staff meeting shall last later than 4:00 P.M. If a longer period is needed, one-half (1/2) shall come from school time and one-half (1/2) from the teacher's time.

#### G. LENGTH OF SCHOOL YEAR

1. A school year shall consist of one hundred eighty-three (183) days. Students shall be in attendance one hundred eighty (180) days. The remaining three (3) days will be scheduled as in-service and work days.
2. Employees expected to work longer than one hundred eighty-three (183) days will be issued supplemental contracts.

#### H. FAIR DISMISSAL

1. Teachers shall be given written notice of deficiencies which have been observed during the formal evaluation by a qualified evaluator (administrator or supervisor) so that they may have the opportunity to correct their stated deficiencies.
2. The evaluator shall offer suggestions to enable the teacher to overcome any deficiencies. These suggestions for needed growth and/or intervention shall be documented.
3. The time guideline for intervention will be the school year following that school year in which the deficiencies were noted in the formal evaluation.
4. Teachers shall sign a copy of their evaluation to indicate that they have seen it.
5. The reason(s) for the non-renewal of a professional staff member's contract shall be based on, but not limited to, the formal evaluation of the professional staff member's performance.
6. Upon request, an employee will be granted an impartial hearing before the Board to defend himself/herself. The hearing shall occur prior to the Board acting on the teacher's contract.
7. The provisions of this Section supersede and replace the provisions of ORC Section 3319.11 with respect to the nonrenewal of limited contracts, except that written notice of nonrenewal will be given to a teacher by not later than June 1. The termination of a teacher's contract shall be in accordance with ORC Sections 3319.16 and 3319.161.

I. SUPERVISING STUDENT TEACHERS

Placement of student teachers in classrooms shall be under the direction and control of the building principal.

J. EXTRA DUTIES

The employee shall not be responsible for playground duty except on a volunteer basis. The employee in grades 7-12 shall be responsible for lunch duty on an equitable rotational basis except for those with a teaching assignment during that period. This rotation will occur on a semester basis.

K. STRS

The Board will "pick-up" the STRS employee contribution by restating the employee salary. This also applies to supplemental salaries.

L. PROFESSIONAL BENEFITS

An amount shall be set aside each year in the Board's Annual Appropriations sufficient to provide each employee with an allowance of One Hundred Twenty-Five dollars (\$125.00) for the purpose of purchasing classroom supplies and materials.

M. LIABILITY INSURANCE

The Board shall purchase and pay the full premium cost for liability insurance covering each employee, now or hereafter employed. Such coverage shall be adequate to fulfill the Board's responsibility under ORC Chapter 2744 to defend and indemnify all employees in lawsuits filed against employees stemming from their employment duties.

The Board, through its liability insurance, shall defend any employee in an action to recover damages for injury, death, or loss to persons or property allegedly caused by an act of omission of the employee if the act or omission occurred while the employee was acting in good faith and not manifestly outside the scope of his/her employment. In addition, the District will indemnify and hold harmless an employee if a judgment (other than for punitive or exemplary damages) is awarded against the employee for damages caused by an act or omission of the employee if the employee was acting in good faith and within the scope of his/her employment.

N. TEACHER WORK DAY

The work day for all employees shall consist of seven (7) hours and thirty (30) minutes (7:50 A.M. to 3:20 P.M.) inclusive of the time periods specified in the following paragraphs:

1. All employees shall be entitled to an uninterrupted, duty-free lunch period of not less than thirty (30) minutes.

2. All secondary teachers shall be entitled to, during the student day, a daily planning/conference period which is the equivalent of a regular teaching period and may be assigned no additional duties during this time.
3. All elementary teachers shall be entitled to, during the student day, at least two hundred (200) minutes per week of planning/conference time and may be assigned no additional duties during this time. At least thirty (30) minutes of this planning/conference time shall be scheduled each day.
4. On Fridays and on the day before a holiday, employees shall be permitted to leave as soon as the school buses have left school property.
5. Regularly scheduled parent-teacher conference days will be as follows:
 

Thursday one week before Thanksgiving	5:30 PM – 9:00 PM
Monday before Thanksgiving	5:30 PM – 9:00 PM
Tuesday before Thanksgiving	9:00 AM – 3:00 PM
Wednesday before Thanksgiving	No duty.

O. PERSONNEL FILES

Each teacher shall have one (1) personnel file that shall be maintained in the Treasurer’s office.

1. Material in File:

Material in the file shall consist of contracts, salary notices, certificates/licenses, job descriptions, evaluations, tax data, disciplinary notices, and other relevant documents.

No material derogatory to a teacher’s conduct, service or personality shall be placed in his/her file unless the teacher has had an opportunity to review the material. The teacher will acknowledge that he/she has had the opportunity to review such material by signing the material with the understanding that such signature in no way indicates agreement with the contents. Refusal to sign by the teacher shall be noted, but not preclude placing it in the file. The teacher shall have the right to submit a written response within ten (10) days of the date of signing (or refusal to sign, if applicable) and the response shall be attached to the material in question.

2. Access to the File:

A teacher has the right, within a reasonable time and upon request to the Treasurer, to review and obtain one (1) copy of the material in his/her file.

If, under ORC Section 149.43, a person (other than the teacher, Board member, Superintendent, or other District administrator) seeks access to a teacher’s file, the teacher will be notified of the request, if practicable. An administrator (or designee) will be present when the file is reviewed.

3. Signing Materials:

Any person who places written material or drafts written material for placement in a teacher's file shall sign the material and signify the date on which such material was drafted. Materials not dated or signed, other than certificates/licenses and payroll records, shall be withdrawn and destroyed.

4. Reprimands:

Reprimands and disciplinary material placed in the teacher's personnel file will be removed two (2) years after being placed in the file if requested by the teacher. Exceptions: Reprimands dealing with gross insubordination, misconduct with students, or other matters of a similar serious nature will not be removed from the file.

P. ATA RIGHTS

1. *Bulletin Boards/Mail*

The ATA will continue to receive reasonable bulletin board space in an area frequented by teachers. The ATA may continue to use teacher mailboxes and District e-mail for school related communications to teachers without interference by the Board or Administration; it being further understood that derogatory or other unprofessional communications are inappropriate.

2. *Use of Facilities*

Upon advance notice to the building principal, the ATA may use the District school at reasonable times and on reasonable conditions, so long as such use does not interfere with the regular teacher work day or school activities. Authorized representatives of the Association may transact District-related Association business on school property.

3. *Activities at Faculty Meetings*

The ATA is authorized to hold a meeting for District-related reports and announcements on ATA activities immediately after the conclusion of any faculty meeting, including the orientation program for new teachers.

4. *Board Agenda*

The ATA President will continue to be furnished with one (1) copy of the agenda for each meeting along with a copy of the minutes. Receipt of the agenda and minutes will be at the time of normal public distribution.

**ARTICLE VI**  
**EMPLOYMENT OF STRS RETIREES**

- A. This Article governs the terms and conditions of employment of any superannuate or "other system restraint" (as those terms are statutorily defined for purposes of ORC Section 3307.35) whom the Board may regularly employ in a position that falls within the description of the bargaining unit appearing in Article I, Section A, Paragraph 1 of this Agreement. Except as otherwise specified below, any such employee will become a bargaining unit member upon employment and be subject to the provisions of this Agreement.

1. The employee will receive a salary mutually agreed to by the candidate and the Superintendent, with the understanding that in no event will the employee be credited with more than 10 years of experience.
  2. The employee will receive a one-year limited contract of employment (if employed after the start of the school year, such contract will be for the remainder of that school year). If subsequently re-employed, the employee will be awarded successive one-year limited contracts. In no event will the employee qualify for a continuing contract or a multi-year limited contract.
  3. Any limited contract received will automatically non-renew. The procedures appearing in ORC Section 3319.11, including the post-non-renewal procedures appearing in Section 3319.11(G), shall not apply to any such contract non-renewal.
  4. Upon employment, the employee will be credited with zero (0) years of seniority and will not thereafter accrue seniority.
  5. The employee is not eligible to participate in any insurance fringe benefits offered under Article IV, Section K of this Agreement, unless the employee is precluded under STRS policy from obtaining benefits through STRS.
  6. The employee will in no event qualify for benefits under Article IV, Section A or for severance pay under Article IV, Section B of this Agreement.
  7. This Article does not affect the requirements of ORC Section 3317.353.
- B. The provisions of this Article supersede and prevail over any inconsistent terms that may appear elsewhere in this Agreement or in any part of the ORC.

**ARTICLE VII**  
**SERVEBILITY/CONFLICT WITH LAW**

This Agreement supersedes, to the extent permitted by ORC Section 4117.10, provisions of the ORC that are contrary to express provisions of this Agreement.

If any provision of this Agreement is found to be in conflict with federal or Ohio law (except as permitted by ORC Section 4117.10), that provision will be deemed null and void but all other provisions of the Agreement will remain in full force. Any provision found to be in conflict with federal or Ohio law will be re-bargained in accordance with ORC Chapter 4117.

**ARTICLE VIII**  
**DURATION OF AGREEMENT**

The provisions of this Agreement shall be in full force and effect from July 1, 2013 through June 30, 2015, unless amended by agreement of both parties.

FOR THE ARLINGTON  
TEACHERS ASSOCIATION

  
ATA PRESIDENT


  
ATA VICE-PRESIDENT

  
ATA NEGOTIATOR

FOR THE ARLINGTON  
BOARD OF EDUCATION

  
BOARD PRESIDENT

  
SUPERINTENDENT

  
TREASURER



**ARLINGTON LOCAL SCHOOLS**  
**EXTRA-CURRICULAR SALARY SCHEDULE**

These percentages are multiplied against the applicable BA-0 salary:

Athletic Director	18%
Athletic Supervision	5.5%
Head Football Coach	16%
Assistant Football Coach (4)	10%
Junior High Football Coach (2)	4%
Head Volleyball Coach	15%
Assistant Volleyball Coach	8%
Freshman Volleyball Coach	7%
Junior High Volleyball Coach (2)	4%
Golf Coach	7.5%
Head Boys Basketball Coach	16%
Assistant Boys Basketball Coach	10%
Freshman Boys Basketball Coach	8%
Junior High Boys Basketball Coach (2)	5.5%
Head Girls Basketball Coach	16%
Assistant Girls Basketball Coach	10%
Freshman Girls Basketball Coach	8%
Junior High Girls Basketball Coach (2)	5.5%
Head Baseball Coach	10%
Assistant Baseball Coach	5%
Head Softball Coach	10%
Assistant Softball Coach	5%
Head Boys Track Coach	10%
Head Girls Track Coach	10%
Assistant Track Coach	5%
Junior High Boys Track Coach	4%
Junior High Girls Track Coach	4%
Assistant Junior High Track Coach	2%
Cheerleader Advisor, Junior High	3%

## EXTRA CURRICULAR – CONTINUED

Cheerleader Advisor, High School Football	4%
Cheerleader Advisor, High School Basketball	4%
Weight Room Advisor	6%
Vocational Agriculture	18%
Marching/Concert Band	18%
Vocal Music Director	10%
Pep Band Director	7%
Assistant Marching Band Director	5%
Yearbook Advisor	8%
Junior Class Play Director	5%
Junior Class Advisor - Prom	3%
Junior Class Advisor – Fund Raiser	3%
National Honor Society Advisor	5%
National Junior Honor Society Advisor	3%
Student Council Advisor	5%
“Pitchfork” Advisor	3%
H.A.P.P.Y Advisor	3%
High School Quiz Bowl Advisor	4%
Junior High Quiz Bowl Advisor	2%
Study Table Advisor (2)	5%

## CO-CURRICULAR SCHEDULE

<u>POSITION</u>	<u>POSITION TYPE</u>
Athletic Director	A
Athletic Supervision	C
Head Football Coach	A
Assistant Football Coach	B
Junior High Football Coach	C
Head Volleyball Coach	A
Assistant Volleyball Coach	B
Freshman Volleyball Coach	B
Junior High Volleyball Coach	C
Golf Coach	B
Head Boys Basketball Coach	A
Assistant Boys Basketball Coach	B
Freshman Boys Basketball Coach	B
Junior High Boys Basketball Coach	C
Head Girls Basketball Coach	A
Assistant Girls Basketball Coach	B
Freshman Girls Basketball Coach	B
Junior High Girls Basketball Coach	C
Head Baseball Coach	B
Assistant Baseball Coach	C
Head Softball Coach	B
Assistant Softball Coach	C
Head Boys Track Coach	B
Head Girls Track Coach	B
Assistant Track Coach	C
Junior High Boys Track Coach	C
Junior High Girls Track Coach	C
Assistant Junior High Track Coach	C
Cheerleader Advisor, Junior High	C
Cheerleader Advisor, High School Football	C
Cheerleader Advisor, High School Basketball	C

**CO-CURRICULAR SCHEDULE-CONTINUED**

<u>POSITION</u>	<u>POSITION TYPE</u>
Weight Room Advisor	C
Vocational Agriculture	B
Marching/Concert Band	B
Vocal Music Director	C
Pep Band Director	C
Assistant Marching Band Director	C
Yearbook Advisor	B
Junior Class Play Director	C
Junior Class Advisor	C
National Honor Society Advisor	C
National Junior Honor Society Advisor	C
Student Council Advisor	C
“Pitchfork” Advisor	C
H.A.P.P.Y Advisor	C
High School Quiz Bowl Advisor	C
Junior High Quiz Bowl Advisor	C
Study Table Advisor	C

**Years for Service Credit:**

0-3

No % Change

4-7

Type A Position – 3%

Type B Position – 2%

Type C Position – 1%

8-10

Type A Position – 6%

Type B Position – 4%

Type C Position – 2%

11 – Up

Type A Position – 9%

Type B Position – 6%

Type C Position – 3%

Percentage indicates amount added to the current percentage already used for a position.

Years of Service Credit will be looked at and replaced with a performance pay structure at the end of this two-year Agreement. Future contracts will include a performance pay component as opposed to Years of Service Credit.

Type A: **Head Coach of Major Sport (Revenue Sport)**

Athletic Director  
Head Football  
Head Volleyball  
Head Basketball (Boys & Girls)

Type B : **Assistant Coach Major Sport**  
**Head Coach Minor Sport (Non-Revenue)**  
**Year Long Activity (weekly)**

Assistant Football	Freshman Basketball (Boys & Girls)
Assistant Volleyball	Head Baseball
Freshman Volleyball	Head Softball
Golf	Head Track (Boys & Girls)
Assistant Basketball (Boys & Girls)	Yearbook Advisor
Marching/Concert Band	Vocational Agriculture

Type C: **Advisor**

**Assistant Coach Minor Sport**  
**Supervision**

Athletic Supervision	Vocal Music Director
Junior High Football Coach	Assistant Marching Band Director
Junior High Volleyball	Drama Club Advisor
Junior High Basketball Coach (Boys & Girls)	Junior Class Play Director
Assistant Baseball Coach	Junior Class Advisor
Assistant Softball Coach	National Honor Society Advisor (JH,HS)
Assistant Track Coach	Student Council Advisor
Junior High Track Coach (Boys & Girls)	Pitchfork Advisor
Assistant Junior High Track Coach	H.A.P.P.Y. Advisor
Cheerleader Advisor (JH, HS)	Quiz Bowl Advisor (JH, HS)
Weight Room Advisor	Study Table Advisor
	Pep Band Director

### **Experience – Credit:**

1. Assistant, Freshman, or Junior High Coach in Arlington System to Head Coach in Arlington System – one-half (1/2) year credit will be given for each year served.
2. Head Coach to Assistant, Freshman, or Junior High Coach in the Arlington System – one (1) year of credit will be given for each year served.
3. Head Coach out of System to Head Coach in the Arlington System – The Board of Education will negotiate with the new coach. If there is no experience, then no experience credit will be given and at no time will greater experience be credited than what has been earned.

### **Additional Extra-Curricular Notes**

1. The Athletic Director's position will continue to have a total of four (4) free periods associated with it.
2. The assignment of students to Saturday School will be capped at twelve (12) students per Saturday School Teacher per Saturday.
3. The Vocal Music Director will remain a supplemental position and is an inherent part of the vocal music teacher's job that must be accepted as an essential part of that job. Those programs that are considered must have are:
  - High School Sacred Concert
  - McComb Invitational
  - 4 – 6 Grade Elementary Musical
  - High School Christmas Concert
  - 1 -3 Grade Elementary Musical
  - Arts Fest
  - Select Ensemble
4. The Marching/Concert Band Director will become a supplemental position and is an inherent part of the instrumental music teacher's job that must be accepted as an essential part of that job.
5. The Pep Band Director will become a supplemental position and is an inherent part of the instrumental music teacher's job that must be accepted as an essential part of that job.
6. The Vocational Agriculture Advisor will become a supplemental position and is an inherent part of the Vocational Agricultural teacher's job that must be accepted as an essential part of that job.

**EXTRA-CURRICULAR PAYMENT SCHEDULE**

Athletic Director	February 10 – June 10
Athletic Supervision	November 10 – March 10
Head Football Coach	End of Season
Assistant Football Coach	End of Season
Junior High Football Coach	End of Season
Head Volleyball Coach	End of Season
Assistant Volleyball Coach	End of Season
Freshman Volleyball Coach	End of Season
Junior High Volleyball Coach	End of Season
Golf Coach	End of Season
Head Boys Basketball Coach	End of Season
Assistant Boys Basketball Coach	End of Season
Freshman Boys Basketball Coach	End of Season
Junior High Boys Basketball Coach	End of Season
Head Girls Basketball Coach	End of Season
Assistant Girls Basketball Coach	End of Season
Freshman Girls Basketball Coach	End of Season
Junior High Girls Basketball Coach	End of Season
Head Baseball Coach	End of Season
Assistant Baseball Coach	End of Season
Head Softball Coach	End of Season
Assistant Softball Coach	End of Season
Head Boys Track Coach	End of Season
Head Girls Track Coach	End of Season
Assistant Track Coach	End of Season
Junior High Boys Track Coach	End of Season
Junior High Girls Track Coach	End of Season
Assistant Junior High Track Coach	End of Season
Cheerleader Advisor, Junior High	November 10 – March 10
Cheerleader Advisor, High School Football	End of Season

## **EXTRA-CURRICULAR PAYMENT SCHEDULE-CONTINUED**

Cheerleader Advisor, High School Basketball	End of Season
Weight Room Advisor	End of Season
Vocal Music Director	January 10 – May 10
Assistant Marching Band Director	End of Football Season
Yearbook Advisor	February 10 – June 10
Junior Class Play Director	End of Production
Junior Class Advisor – Prom	June 10
Junior Class Advisor – Concession	March 10
National Honor Society Advisor	February 10 – June 10
National Junior Honor Society Advisor	February 10 – June 10
Student Council Advisor	February 10 – June 10
“Pitchfork” Advisor	February 10 – June 10
H.A.P.P.Y. Advisor	February 10 – June 10
High School Quiz Bowl Advisor	End of Season
Junior High Quiz Bowl Advisor	End of Season
Study Table Advisor	End of Season
Marching/Concert Band	January 10 – June 10
Pep Band	End of Basketball Season
Vocational Agriculture	January 10 – June 10



**ELIGIBILITY REQUIREMENTS FOR A CONTINUING CONTRACT**

The eligibility requirements for a continuing contract, currently codified in ORC Sections 3319.08 and 3319.11, include both a service requirement and a credential/education requirement, as summarized below:

**SERVICE REQUIREMENT**

To be eligible for a continuing contract, a teacher must have taught at least three (3) of the last five (5) school years in the District. Teachers who had a continuing contract in another Ohio public school district before being employed by the Board become eligible for a continuing contract after serving two (2) school years in the District.

**CREDENTIAL/EDUCATIONAL REQUIREMENT**

Apart from the above service requirement, a teacher must also meet one (1) of the following requirements:

A. Hold a professional, permanent, or life teacher's certificate; or

B. If the teacher was initially issued a teacher's certificate or educator license before January 1, 2011, the teacher must currently hold a professional educator license, senior professional educator license, or lead professional educator license, and have completed either of the following:

(1) If the teacher did not hold a Masters degree at the time of initially receiving a teacher's certificate or an educator license, thirty (30) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in State Board of Education rules.

(2) If the teacher held a Master's degree at the time of initially receiving a teacher's certificate or an educator license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in State Board of Education rules; or

C. If the teacher never held a teacher's certificate and was initially issued an educator license on or after January 1, 2011 and has held an educator license for at least seven (7) years, the teacher must currently hold a professional educator license, senior professional educator license, or lead professional educator license, and have completed either of the following:

(1) If the teacher did not hold a Masters degree at the time of initially receiving an educator license, thirty (30) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such license, as specified in State Board of Education rules.

(2) If the teacher held a Master's degree at the time of initially receiving an educator license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such license, as specified in State Board of Education rules.

(It is understood that any amendment to the Ohio Revised Code that conflicts with the above requirements will, to that extent, supersede such requirements. Similarly, it is understood that any amendment to the Ohio Revised Code that supplements the above requirements will, to that extent, supplement such requirements.)